



CITY OF NORTH OAKS

**Regular City Council Meeting
Thursday, March 12, 2020
7 PM, Community Meeting Room
100 Village Center Drive**

MEETING AGENDA

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Approval of Agenda

5 Citizen Comments - *Individuals may address the Council. Each person is granted 3 minutes to address the Council.*

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

a. Licenses and Checks for Approval:

Licenses for approval: Breeze Heating and Cooling; Carter Custom Construction; Chimney Doctors; Craig's Heating and Air; CSH Enterprises; Flare Heating & Air Conditioning; Glowing Hearth & Home; Marsh Heating & Air Conditioning; Metro Gas Installers; Metro Heating & Cooling; Stafford Home Service; Twin City Fireplace & Stone; Twin City Heating & Air

Checks for Approval: #013469–013505

b. Approval of Minutes of City Council February 13, 2020 Meeting
[North Oaks City Council Minutes 2.13.20db - Final.docx](#)

c. Approval of Dark Fiber Service Agreement with Comcast
[REQUEST FOR COUNCIL ACTION 3-12-20 Dark Fiber.doc](#)
[City of North Oak - Dark Fiber - Services Agreement .pdf](#)

7 Petitions, Requests & Communications - *Deputy Mike Burrell Report*

8 Unfinished Business

- a. Discussion on East Oaks Housing Counts, and Related Materials, Consider Resolution Determining Remaining Counts
[Staff Memo re Housing Count Matters.doc](#)

[Resolution re Housing Count Matters.doc](#)

[Exhibit A to Resolution re Housing Counts.docx](#)

9 New Business

- a. Discussion on Citizen Petition Relating to East Oaks Housing Counts and Related Materials
[Citizen Petition Request.docx](#)
- b. Discussion on Invoices Sent to North Oak's Company and Payment Request
[NOC Invoice Bills for Discussion.pdf](#)

10 Council Member Reports -

Councilmember Kingston
Councilmember Long
Councilmember Ries
Councilmember Ross
Mayor Nelson

11 City Administrator Reports

- a. Staff Report
[REQUEST FOR COUNCIL ACTION 3-12-20 cc agenda staff report.doc](#)
- b. Planning Commission Minutes 1.30.2020 and 2.4.2020
[1.30.20 PC Minutes_Final.docx](#)

[2-4-20 PC Minutes Cont_Final.docx](#)
- c. Natural Resources Commission Meeting Minutes
[NRC Meeting_16Jan2020 kk 1-17-20_gn.docx](#)

12 City Attorney Reports

13 Miscellaneous

- 14 **Adjournment** - *The next meeting of the City Council will be held April 9, 2020 at 7:00 p.m.*

**North Oaks City Council
Council Meeting Minutes
North Oaks City Council Chambers
February 13, 2020**

CALL TO ORDER

Mayor Nelson called the meeting of February 13, 2020, to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Everyone joined in the pledge of allegiance.

ROLL CALL

Present: Mayor Nelson. Members Ries, Kingston, Long, and Ross.

Staff Present: Administrator Kress, Recording Secretary Needham, Attorney Nason, Planner Kirmis, Engineer DeWalt.

Others Present: Videographer – Maureen Anderson.

A quorum was declared present.

APPROVAL OF AGENDA

MOTION by Kingston, seconded by Long, to approve the agenda as submitted.

Motion carried unanimously.

CITIZEN COMMENTS

Rich Dujmovic, 15 Black Lake Road, asked for coordinated work and respect among the community, Council, and North Oaks Company (NOC) regarding the development, as plans for area K were amended by NOC to align to the PUD. Would like options to be considered going forward.

Kathie Emmons, 20 Duck Pass Road, NOHOA President, gave an update on NOHOA's East Oaks Development plans review. NOHOA will be hosting a meeting to discuss the plans for Island Field, Gate Hill, and South Black Lake on Wednesday, Feb. 19. NOHOA's focus has been on orientation of the roads and trails and integrity of the original PDA document. NOHOA looks forward to working with the City and NOC as development plans develop.

Franny Skanser-Lewis, 3 Red Maple Lane, discussed the seventh amendment and the legal implications for the City. A petition is being circulated among North Oaks residents regarding dwelling unit counts.

CONSENT AGENDA

MOTION by Long, seconded by Ross, to approve the following Consent Agenda items:

a. Licenses for approval: A + A Tree & Landscaping, LLC; Apollo Heating & Air; Bonfe's Plumbing Heating & Air Service, Inc.; CoBeck Construction; Condor Fireplace & Stone; Centerpoint Energy Resource Corp.; Central MN Tree Service; Expert Tree LLC; F.A. Bartlett Tree Expert Company; Faircon Service Company; HomeWorks Services Co.; Little Igloo Hvac,

Inc; Moga Tree Service; Morgan's Tree Service; MSP Plumbing, Heating & Air; Mark Primeau Tree Service; Rainbow Tree Care; Schwantes Heating & Air, Inc.; Sunderland Plumbing, Inc.; The Snelling Company.

Checks for approval: #013428–013467

b. Resolution No. 1376 for Approval for Liquor License for Paninos

c. Approval of Minutes of the City Council meeting of January 9, 2020

MOTION carried unanimously.

PETITIONS, REQUESTS & COMMUNICATIONS

a. Ramsey County Commissioner Nicole Frethem

Ms. Frethem spoke about the goals, vision and mission of the county.

b. Deputy Mike Burrell Report

Deputy Burrell reviewed the Patrol Calls Summary Report for 2019. Medical calls, followed by traffic stops and false alarms, are the most common calls made to the Sherriff's Department from North Oaks. Crime is very low in North Oaks compared to other cities in the county.

Two speeders were recently ticketed; one was a contractor and one was a resident.

There continues to be theft at the Walgreens in North Oaks.

UNFINISHED BUSINESS

a. Update on Charley Lake Preserve and Red Pine Farms

Administrator Kress presented the Council Action Request included in the packet. This suggested to rescind the motion at the previous meeting; the meters themselves may not be the complete source of the problem. The lift station readings in this area are reading significantly higher than real water being charged. More research will be done to try and clarify the source of the discrepancy.

MOTION by Long, seconded by Ries, to rescind the motion as stated at the January 6, 2020 meeting to authorize the City to purchase new meters. Motion carried unanimously.

MOTION by Long, seconded by Ries, to review the discrepancy as outlined in the Council Action Request, of water entering Charley Lake Preserve and Red Pine Farms that is causing the lift station to read at a higher volume and report findings back to Council. Motion carried unanimously.

NEW BUSINESS

a. Discussion of Internal Accounting Controls Policy Resolution 1377

This would allow the City to save money by pre-paying bills the City pays, up to \$20,000, without asking for Council approving. The items would be what is already budgeted for.

MOTION by Long, seconded by Ries, to approve Resolution 1377 with an amendment to increase the spending limit for the City Administrator to \$20,000.

Motion carried unanimously.

b. Discussion on East Oaks Concept Plans, Housing Counts, and Related Materials

Planner Kirmis gave a review of each of the following development plans.

1. Nord Concept Plan, Site C

Located north of Deep Lake Road, includes 55 acres of land, 12 lots at roughly 4.5 acres per lot. Septic and private wells would service this area. Member Long wanted to know the potential for City water and sewer in this area, perhaps with a lift station. NOHOA submitted comments dated Feb. 7 and are included within the packet. Member Ries remarked that the 2008 Comp Plan outlines the trails in the community comprehensively, and she suggested using that Plan as a guide for the trail to be located for Site C and other sites. Mr. Houge of North Oaks Company (NOC) confirmed the easements allowed for the trail at Nord; trails will still have to be created on the easements

2. Anderson Woods Concept Plan, Site F

Located south of Wilkinson Villas, 36 acres in size with 13 total lots; municipal sewer and water will serve Site F. Member Ries wanted to know if the access point is the same as the PDA. Mr. Houge responded that the access is the same. Member Ries asked about fill that would be added, and Mr. Houge responded that the grading work is completed, and no additional fill will be needed; 5 acres of wetland credits are earned in this area.

3. Gate Hill Concept Plan, Site G

Located south of Anderson Woods, 32 acres of land with 58 twin homes and 26 detached townhomes; municipal sewer and water will serve Site G. Member Ries asked if recreational facilities are planned, and Planner Mr. Houge commented they have not yet determined the recreational piece, and that proposed trail will connect with an existing trail system.

4. Island Field Concept Plan, Site H

Located south of Gate Hill, 22 acres with a 46-unit condominium building to be served by municipal water and sewer; a future commercial building or possibly a second condominium building may be proposed depending on success of first, though no details regarding commercial use or a second building have been provided to the City at this point. Parking for residents would be below ground with an at grade parking lot for visitors.

5. North Black Lake Concept Plan, Site K

Located between Catbird Lane and Island Field with 75 lots to have septic systems and private wells. The smallest lots are 1.48 acres, with the largest lots in excess of 3 acres. Member Ries asked about surface water management and if the lots closest to Black Lake are sufficiently large to protect the lake. Mr. Houge responded that the Company will adhere to all requirements to properly buffer and protect the lake. Member Ries asked about trails in the area, and Mr. Houge and the Company is working with NOHOA to connect with existing trails.

6. Housing Counts Chart

Attorney Nason reviewed a table of housing counts updated in January 2020. Mr. Houge commented that Red Forest Way Phase 2A had a lot combination resulting in 9 lots not 10 (as the chart shows). 174 more housing units and 5.73 commercial acres to develop according to NOC; Attorney Nason counted 173 dwelling units, so there is a discrepancy of 1; rounding up a unit in Red Forest Way has to be determined. Option 1 would be to create an amendment to the PDA as to the housing count number and remaining commercial acreage for development. Option 2 would be for the City to make a resolution outlining the Council's understanding of the housing counts; this would not technically be binding since the other parties are not involved in the vote. Member Ries would like to see Option 1. Mayor Nelson would like to see both options taken, with a resolution drafted and an amendment to be considered. Member Ries questioned the final count, based on Area E

MOTION by Long, seconded by Kingston, directing staff to create a resolution declaring 174 dwelling units and 5.73 commercial acres available for development in the City of North Oaks.

Members Kingston, Long, and Nelson voted for; Members Ries and Ross voted against. Motion carried.

c. Septic Committee Report

Member Ries prepared and submitted a report of findings from the Septic Committee meetings. No change to the septic ordinance is recommended at this time. Some grants may be applied for to assist homeowners who need to replace compromised systems.

MOTION by Long, seconded by Kingston, to authorize the Septic Committee to turn their attentions to grant possibilities.

Motion carried unanimously.

COUNCIL MEMBER REPORTS

Councilmember Kingston

The Tick Task Force survey and Campaign Finance question are now available on the Polco survey tool. Visited with an officer about mail theft; he suggested not using the flag for outgoing mail on your box to cut down on mail theft.

Councilmember Long

Met with the deer trappers. There will be a toxicity report on Pleasant Lake done in the future. There may be a property ready for Lake Johanna's new fire department. Met with Davey Trees to consider a heritage tree program to protect older trees in the City.

Councilmember Ries

The coyote presentation was well attended. County Road J project will be happening; commercial development in Lino Lakes is upcoming.

Councilmember Ross

Attended the fire meeting. Eureka Recycling is finding plastic bags in the bins, and unflattened boxes in the bin. Tours of Eureka Recycling will start again. An order for locking mailboxes will be placed in March; contact the City if you would like to order a mailbox. June 27 will be the next Clean-Up Day for residents, and will include a scrap metal pick up this year.

Mayor Nelson

Thanked Commissioner Frethem for her input. County Road J project needs funding for the engineering with construction slated to begin in 2024. Mayors Meeting was attended with Administrator Kress.

CITY ADMINISTRATOR REPORTS

a. City Administrator Staff Report

Metro INET meeting was attended; might create a joint powers agreement. Administrator Kress suggested reorganizing dates and timing of the City Council, Planning Commission, and Natural Resources Commission meetings. The goal is to shift dates so the most current Planning and Zoning and NRC meeting information is available prior to each Council meeting, and possibly pre-schedule 2nd Planning and Zoning and Council meeting slots later in the month in case it is needed. Will gather input for a possible mid-year target for implementation.

MISCELLANEOUS

- A. Next Natural Resource Commission Meeting is Thursday, February 20, 2019 @ 7:00 p.m.
- B. Next Planning Commission Meeting is Thursday, January 27, 2020 @ 7:00 p.m.
- C. Next Regularly Scheduled Council Meeting is Thursday, March 12, 2020 @ 7:00 p.m.

ADJOURN:

**MOTION by Long, seconded by Ries, to adjourn the Council meeting at 9:28 p.m.
Motion carried unanimously.**

Kevin Kress, City Administrator

Gregg Nelson, Mayor

Date approved _____

CITY OF NORTH OAKS
REQUEST FOR COUNCIL ACTION

Requested Date of Council Consideration: 3-12-20 Flexibility: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Originating Department: ADMINISTRATION
Agenda Item: APPROVAL OF DARK FIBER SERVICES AGREEMENT COMCAST	Presenter: KEVIN KRESS
	Estimated Time: <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> 5 Min. <input type="checkbox"/> 15 Min. <input type="checkbox"/> 30 Min. <input type="checkbox"/> 45 Min. <input type="checkbox"/> 1 Hour
Council Action Requested: <input checked="" type="checkbox"/> Information/Review <input checked="" type="checkbox"/> Motion to approve... <input type="checkbox"/> Motion to deny... <input type="checkbox"/> Other <input type="checkbox"/> Budget Change	
Background: <u>City Hall</u> The proposal from Comcast is for the use of Dark fiber from North Oaks City Hall to Metro I-NET equipment at the Shoreview headend. This fiber connection would be a replacement for the existing Comcast ENS service we currently have with Comcast. The existing contract would be cancelled without penalty from the provider as we're just transitioning to a different type of connectivity with the same company. The two main advantages for changing connectivity are both speed and cost savings. North Oaks currently pays Comcast \$486.97/month for 100Mbps ENS connectivity back to Roseville / Metro I-Net over Comcast's private network. The Dark Fiber lease proposed would cost \$413/month for 1000Mbps point to point fiber. Point to point fiber means Metro I-Net controls the equipment and traffic end to end on the connection. The existing ENS connection goes through Comcast's private cloud before the handoff at Roseville. The proposed connection would be cheaper, faster, and allow IT to better control our network.	
Supporting Documents: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Department Head Signature/Date:	
Administrator Signature/Date:	
ACTION TAKEN <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Tabled <input type="checkbox"/> Accepted Report <input type="checkbox"/> Other	
Date of Action: _____	
Comments:	

Comcast Business Communications, LLC Dark Fiber Lease Agreement

This Dark Fiber Lease Agreement (“Agreement”) is made on the 18th day of February, 2020 (“Effective Date”) by and between Comcast Business Communications, LLC (“Company or Comcast”) with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and City of North Oaks (“Customer”), with offices located at 100 Village Center Drive #230, North Oaks, MN 55127. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party”.

Description of Facilities (“Facilities”) to be provided by Company to Customer:

Dark fiber strands as set forth in Schedule A attached hereto.

Term of Agreement (months): Sixty (60)	Agreement Number: MN-10682707-surqu
Non-Recurring Charges (“NRC”): \$0.00	Monthly Recurring Charges (“MRC”): \$413.00
Any Additional Charges/Explanation:	
Number of Sites: Two (2)	Facility Availability Date: Upon the mutual execution of this Agreement
Notes / Comments:	
Sales Person: Steven Urquhart	Telephone Number: (651) 493-5139
General Manager: Chris Prekopa	Telephone Number: (720) 357-3264
Customer Contact: Stephanie Marty	Telephone Number: (651) 792-7758

This Agreement sets forth the terms and conditions under which Comcast will provide the Facilities identified above to Customer. This Agreement consists of this document (“Cover Page”), the standard General Terms and Conditions attached hereto (“General Terms and Conditions”), and Schedule A, and any jointly executed amendments (“Amendments”), collectively referred to as the “Agreement.” In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon mutual execution of this Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

By signing below, the Parties agree and accept the terms and conditions of this Agreement.

City of North Oaks

Comcast Business Communications, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE

1.1 Company will lease to Customer the strands of Company's multi-strand single mode fiber-optic cable (the "Facilities," which may be referenced herein as the "Services," but no service other than the provision and maintenance of these Facilities is provided under this agreement), which strands shall originate at the points and terminate to the Customer "Buildings" and at the prices as set forth in the attached Schedule A attached hereto. These strands and all related facilities and equipment are hereinafter referred to as the "Facilities." Customer agrees that it will light and immediately use all strands for its broadband needs. The Facilities are provisioned into each Building at the point of interconnection between the Comcast-owned Facilities and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Facilities do not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other facilities or services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION

2.1 Customer, at no cost to Company, shall secure throughout the Term any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Facilities within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of the Facilities. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Facilities in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Facilities shall be compatible with Comcast's other facilities, equipment, and services provided to itself or any other party (the "Network").

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Facilities and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Facilities or Network.

2.8 At such time as Company completes installation and connection of the Facilities and equipment, Company shall then notify Customer in writing that the Facilities are available for use and the date of such notice shall be the "Service Date." The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure or refusal on the part of Customer to be ready to receive the Facilities shall not relieve Customer of its obligation to pay charges for any Facilities that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Facilities must be fully compatible with the Facilities. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE FACILITIES

3.1 The Facilities and all other portions of the Network are and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Facilities or Network, or exposes Company or the Facilities, Network, or any Company-provided equipment, or on the rights or title relating thereto, or any interest therein, to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties, and Company will promptly at its own expense take all actions necessary to remedy any violation of this provision.

3.2 Company retains the right to remove the Facilities or Network including, but not limited to, those portions that are located in the Buildings. To the extent Company removes such portion of the Network; it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

3.3 In accordance with the Federal Communications Commission's Order in FCC 99-216, released August 11, 1999, the Parties agree to the terms set forth in this section. All equipment located on Customer's premises installed or provided under this Agreement by Company is an integral component of the Facilities provided by Company and will only be used in connection therewith. All right, title, and interest in the Facilities and any other equipment or facility provided by Company shall, at all times, remain exclusively with the Company, shall not become a fixture to Customer's premises, and must be returned to Company at the conclusion of the Term (unless a new similar agreement has been executed or is being actively negotiated by both parties) in the condition in which it was received, subject to ordinary wear and tear. All rights of Customer to the Facilities shall cease and Company may, at its option, disconnect, terminate, remove or use the Facilities for any other purpose. Company may use such equipment and its Network in any lawful manner, including supporting its network or providing service to other customers and Customer will not sell, lease, assign nor encumber any equipment provided by Company. Company does not provide any option to Customer to purchase any

such equipment. Customer agrees not to interfere with other customers' use of the Company services or equipment, including any Company equipment located on Customer's premises. Customer represents and warrants that its internal communications systems, such as a Local Area Network ("LAN"), would continue to function if disconnected from the Company Network or disconnected from any on-premise equipment provided by Company.

SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Facilities are set forth in the attached Schedule A and on the first page of the Agreement. Upon the availability of Facilities, Company shall invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Facilities Availability Date is not the first day of the billing period, the first Recurring Charge shall also include the *prorated* in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate acceptable to Comcast prior to the Facility Availability Date, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of the Facilities, including all applicable right-of-way, franchise, pole attachment, pole rental and/or other permitting, rental or joint use fees in proportion to its activities hereunder. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Facilities, including, without limitation, charges to recover amounts that Company is permitted by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing the Facilities, Customer shall pay Company's additional costs of providing the Facilities under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Sixty (60) months from the Facility Availability Date ("Term"). Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Term or the then current Renewal Term. Effective at any time after the end of the initial Term and from time to time therein, Company may modify the charges for the Facilities to reflect then-current prevailing pricing subject to thirty

(30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable lease of Facilities without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified pricing for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide access to the Facilities due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of payments due for Facilities actually provided.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 – MAINTENANCE

7.1 Maintenance consists of the repair or replacement, at Company's option, of any portion of the Facilities that is malfunctioning. Company will maintain the Facilities twenty-four (24) hours a day, seven (7) days per week, every day of the year. Company is responsible for the maintenance of such equipment, although Customer agrees to pay Company for the maintenance and repair costs at Company's then-existing applicable rates for materials

(including, among other things, fiber and fiber splices) and labor (including any applicable overtime), and the pro-rata portions of all fees and charges incurred by Company in connection with providing the Facilities. All maintenance and repair of the Facilities shall be performed by or under the direction of Company. Customer may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities or equipment installed by Company, except with the written consent of Company, which consent shall be at Company's sole discretion.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES,, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in any Facility or Service (individually or collectively, "Liability") shall be limited solely to 1/30th of the Monthly Recurring Charge for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability. Notwithstanding the foregoing, Company shall not be liable for such Credits if the event is caused in part by force majeure events or Customer's (or Customer's equipment's) actions or omissions.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Facilities including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the

Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

SECTION 9 – INDEMNIFICATION

9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Facilities by Customer or by any other person ("user"), whether authorized by Customer or not, are legal, appropriate and compliant with all applicable rules, regulations, and orders of any governmental authority having jurisdiction over the Facilities, and this Agreement. Customer shall not use, or permit any other entity or person to use, the Facilities to provide internet access service, cable television service, telecommunications, or any other services to any third party, or any services to or from locations other than the locations set forth in Schedule A. Company reserves the right to act immediately and without notice to terminate or suspend all rights to use the Facilities if Company (i) determines that such use or information does not conform to the requirements set forth in this Agreement, or (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others. Company's

action or inaction in enforcing the requirements of this Section shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all rights to access to the Facilities, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

10.1 Customer shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, including the following coverages: Product Liability; Hazard of Premises/Operations (including explosion, collapse and underground coverages); Independent Contractors; Products and Completed Operations; Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants, employees and independent contractors as additional insureds. In addition, Customer shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, (i) "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of the Facilities with no co-insurance, (ii) Business Interruption coverage on an actual loss sustained basis, and (iii) such other insurance as may be required by any applicable franchise and/or pole attachment or conduit license agreements, as applicable and naming Company as the loss payee. All policies required by this Section shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, condemnation of any part of the Network used to provide the Facilities or Services, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents,

floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties.

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 – NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Attn: Stephanie Marty
100 Village Center Drive
North Oak, MN 55127
(651) 792-7758

To Company:

Attn.: VP – Business Services
Comcast Cable Communications Management, LLC
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department - Operations
Comcast Cable Communications, LLC.
1701 JFK Blvd / One Comcast Center
Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 – CHOICE OF LAW

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall

be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

MSA ID#: MN-10682707-surqu

SO ID#: 16206730

Account Name: Ram Wash INET Replacment-North Oaks City Hall

CUSTOMER INFORMATION (for notices)

Primary Contact: Stephanie Marty
 Title: _____
 Address 1: 100 Village Cente Drive
 Address 2: #230
 City: North Oaks
 State: MN
 Zip: 55127
 Phone: 6517927758
 Cell: _____
 Fax: _____
 Email: smarty@cityofnorthoaks.com

Billing Account Name City of North Oaks
 Billing Name _____
 (3rd Party Accounts) Stephanie Marty
 Billing Contact: Stephanie Marty
 Title: _____
 Phone: 6517927758
 Cell: _____
 Fax: _____
 Email: smarty@cityofnorthoaks.com

INVOICE ADDRESS
 Address 1: 100 Vilalge Center Drive
 Address 2: #230
 City: North Oaks
 State: MN
 Zip Code: 55127
 Tax Exempt: Yes
 * If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months):

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges: \$0.00
 Current Trunk Services Monthly Recurring Charges: \$0.00
Total Monthly Recurring Charges (all Services): \$0.00

Change Monthly Recurring Charges: \$413.00
 Change Trunk Services Monthly Recurring Charges: \$0.00
Change Monthly Recurring Charges (all Services): \$413.00

Total Monthly Recurring Charges: \$413.00
 Total Trunk Services Monthly Recurring Charges: \$0.00
Total Monthly Recurring Charges (all Services): \$413.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Standard Installation Fees*: \$0.00
 Total Trunk Services Standard Installation Fees: \$0.00
Total Standard Installation Fees (all Services): \$0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee*: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES

Current Services Equipment Fee Monthly Recurring Charges: \$0.00
 Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Change Services Equipment Fee Monthly Recurring Charges: \$0.00
 Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Total Service Equipment Fee Monthly Recurring Charges: \$0.00
 Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00
Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service."



COMCAST ENTERPRISE SERVICES SALES ORDER FORM - SCHEDULE A

METRO ETHERNET SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term:

PAGE 2 of 3

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Solution Charges	
								Monthly	One-Time
001	New	Add	Dark Fiber Primary Route	2Route	North Oaks City Hall / 100 Village C	Shoreview.mn / 4640 Churchill St.	Interstate	\$413.00	\$0.00
002	-	-	-	-	-	-	-	\$0.00	\$0.00
003	-	-	-	-	-	-	-	\$0.00	\$0.00
004	-	-	-	-	-	-	-	\$0.00	\$0.00
005	-	-	-	-	-	-	-	\$0.00	\$0.00
006	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	\$0.00	\$0.00
PAGE 2 SUBTOTAL:								\$413.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

COMCAST ENTERPRISE SERVICES SALES ORDER FORM - SCHEDULE A

SERVICE LOCATION DETAIL INFORMATION

Date: 2/4/2020

MSA ID#: MN-10682707-surqu

SO ID#: 16206730

Account Name: Ram Wash INET Replacment-North Oaks City Hall

PAGE 3 of 3

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	North Oaks City Hall	100 Village Center Drive		North Oaks	MN	55127	\$0.00				
2	Shoreview.mn	4640 Churchill St.		Shoreview	MN	55126	\$0.00				
3											
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9											
10											
11											
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MEMO

To: Mayor and Members of the Council
From: Bridget Nason, City Attorney
Date: March 12, 2020
Re: Resolution Regarding Existing Status of Dwelling Units and Commercial Development in East Oaks Development Area

At its work session on February 6, 2020, the North Oaks City Council discussed the status of development to date within the East Oaks Development Area. The Council received and discussed information regarding the number of dwelling units constructed to date and allocation of commercial use acres on each of the development sites within the East Oaks Development Area. At that work session, direction was provided to staff regarding further review of development to date within the East Oaks Development Area, with a request for the item to be brought back to the Council in the form of a resolution identifying the number of dwelling units and commercial acres developed to date for Council consideration.

Following the February 6, 2020 work session, City staff and consultants met and reviewed information regarding the development which has occurred to date within the East Oaks Development Area, including discussion with North Oaks Homeowners Association technical staff. Following the review and analysis of such information, the attached resolution, which provides updated development information regarding dwelling units and commercial use acreage to date, was prepared for Council consideration at its March 12, 2020 meeting.



RESOLUTION NUMBER _____

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

**RESOLUTION CONFIRMING EXISTING DWELLING UNIT NUMBERS
(HOUSING COUNTS) FOR DEVELOPMENT SITES LOCATED WITHIN THE
EAST OAKS DEVELOPMENT AREA**

WHEREAS, in 1999, the City of North Oaks (the “City”) and North Oaks Company entered into a Planned Unit Development Agreement for the development of real property located within the City of North Oaks identified as the East Oaks Development Area (the “East Oaks PDA” or “PDA”); and

WHEREAS, the terms of the PDA provided for the development of residential dwelling units as well as commercial development on identified sites located within the East Oaks Development Area; and

WHEREAS, Exhibit B5 to the PDA allocated various dwelling units to twelve identified development sites located within the East Oaks Development Area; and

WHEREAS, Appendix 1 to the PDA further identified the development sites and listed in Table 1 of Appendix 1, the “Planned # of Dwelling Units” for each development site and established a maximum of twenty-one (21) commercial use acres within the Development Sites; and

WHEREAS, the total number of dwelling units for all development sites is shown on both Exhibit B5 and Appendix 1 as six hundred forty five (645); and

WHEREAS, Appendix 1 to the PUD further provides for the conversion of commercial acreage to additional dwelling units and/or the conversion of dwelling units to additional commercial acreage; and

WHEREAS, over the next two decades, the PDA was amended seven times, with the Seventh Amendment being approved by the City and the North Oaks Company as of June 10, 2010; and

WHEREAS, the Seventh Amendment made a variety of revisions to the PDA, as previously amended, including the adoption of Exhibit B-5.1, which was adopted “to supplement Exhibit B-5 of the [PDA] and to reflect the current status of and plan for the Development,” and

WHEREAS, the Seventh Amendment further provided that “[t]he City and Developer hereby agree that further supplements to Exhibit B-5 shall be appended to the Agreement from time to time as Development occurs”; and

WHEREAS, the Seventh Amendment additionally provided for a number of revisions to Appendix 1, including changes to the planned number of dwelling units for each site; and

WHEREAS, the Seventh Amendment further provided for the reconfiguration of the previously-identified Sites E-1 and E-2 into new Sites E-1, E-2, and E-3, with Site E-3 being identified in Appendix 1 and Exhibit C-4 (New Exhibit B-1.3) as consisting of 15.27 acres of commercial use (per Exhibit C-4, Site E-3 is shown as “Total Developed Commercial Acreage = 15.27 Acres”); and

WHEREAS, Exhibit B-5.1 specifically referenced a total of thirteen development sites, including Sites E-1 and E-2, listed the PDA Dwelling Units designated per site, the actual dwelling units constructed through 2009, and the proposed dwelling units to be constructed through 2048, listed the potential density shift for each listed development site, and showed the permitted density increase for each site; and

WHEREAS, Exhibit B-5.1 further referenced 21 acres of “Commercial Acreage Allowed per PDA”, followed by a reference to “Actual [Development]” of 15.27 [acres]; and

WHEREAS, since 2010 when the Seventh Amendment was executed, development has occurred on several development sites within the East Oaks Development, but no additional supplements to Exhibit B-5 have been appended to the PDA, nor has the PDA been amended in writing by the parties; and

WHEREAS, following a review of existing development to date, information provided by the North Oaks Company regarding development to date and projected development in each development site, and information provided by the North Oaks Homeowners’ Association, City staff and consultants have prepared a chart attached hereto as Exhibit A detailing the status of existing and available dwelling unit and commercial use acreage within the East Oaks Development Area; and

WHEREAS, in order to provide clarity regarding the number of dwelling units that have been constructed to date within the East Oaks Development Area and to provide further clarification regarding remaining dwelling units and commercial use acreage within the East Oaks Development Area, the Council has determined it is beneficial to adopt this Resolution detailing its understanding of the existing development and allowable future development within the East Oaks Development Area.

NOW THERE, BE IT RESOLVED BY THE CITY COUNCIL OF NORTH OAKS, MINNESOTA, AS FOLLOWS:

1. The City Council hereby finds that the existing and available dwelling unit counts and existing and available commercial use acreage shown on the attached Exhibit A accurately reflects the existing dwelling unit housing counts and commercial use acreage within the East Oaks Development area as of the date of adoption of this Resolution.
2. The City Council hereby adopts Exhibit A as its understanding of the existing and remaining dwelling units and commercial use acreage available for the development sites within the East Oaks Development Area as of the date of adoption of this Resolution.

This resolution was duly adopted by the City Council of the City of North Oaks this 12th day of March, 2020.

APPROVED:

Gregg Nelson, Mayor

ATTEST:

Kevin Kress
City Administrator

EXHIBIT A

Site	Name	1999 Planned Number of Development Units	2020 Actual Dwelling Units	2020 Commercial Acreage	2020 Available Potential Density/ Density Shift, Not Including Density Bonuses
Site A	Peterson Place (Wildflower)	40	27		13
Site B	East Preserve	2	0		2
Site C	Nord	10	0		10
Site D	Rapp Farm	200	156		44
Site E	East Wilkinson	110			
	Site E-1 (Villas of Wilkinson Lake)		47		-27
	Site E-2 (The Mews)		90		
	Site E-3 (Waverly Gardens)			15.27	
Site F	Andersonville (Anderson Woods)	10	4		6
Site G	Gate Hill	68	0		68
Site H	Island Field	35	0		35
Site I	East Mallard Pond (The Pines)	54	54		0
Site J	North Ski Hill	7	7		0
Site K	North Black Lake (Red Forest Way)	64	41		23
Site L	South Deer Hills (Southeast Pines)	45	45		0
Site M	-	0			
TOTAL	Totals	645	472	15.27	174

Total commercial use acres permitted in East Oaks Development Area: 21 acres

Total commercial use acres developed as of 3/11/2020: 15.27 acres

Total remaining commercial development acres as of 3/11/2020: 5.73 acres

Calculation Notes for Exhibit A

- Site E-2 is shown as containing 90 dwelling units. Only 76 dwelling units have actually been constructed within the development site, however the North Oaks Company has stated it has sold the rights to construct 14 dwelling units on the remaining undeveloped property within the site, therefore the actual dwelling unit number for Site E-2 shown above includes those units within the 90 unit count.

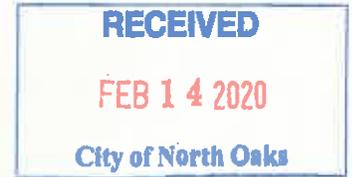
- Site E-3 contains, per Ramsey County Property Records, 235 dwelling units. The entirety of Site E-3 is considered Commercial Use Acreage and no dwelling units are “counted” toward the 645 dwelling unit maximum in addition to counting Site E-3 as Commercial Use Acreage.

Citizen Petition Request

It was posited that the purpose of the 7th Amendment was to acknowledge the benefit that diverse housing types provide the community and, as such, only count the 235 units of Waverly Gardens as commercial acreage instead of dwelling units. The Voters and Signatories of this petition understand and acknowledge the value of diverse housing types and the implied implications of the Amendment even though they are neither articulated to the normal contractual standard nor to the satisfaction of the undersigned taxpaying homeowners.

Given that the total number of dwelling units codified in the original PDA (645) has been exceeded by the development of the 235 additional units in Waverly Gardens the Voters and Signatories of this petition respectfully request that, as a compromise, the heretofore unused density bonuses are forfeited by the Company, commercial acreage of 21 acres is determined to be spent, the original road access plan is strictly adhered to and that the trail dedications are inline with all governing documents (PDA, Comprehensive Plan, EAW, Trail Easement Agreement).

In order to preserve the legacy of North Oaks, residents must advocate for an acceptable and reasonable compromise that enforces compliance to the intent of the original PDA, including housing densities and access that compliment trail obligations. By signing this petition you are respectfully requesting a compromise that recognizes the value of housing diversity, additional tax base and the legacy of North Oaks.



January 15, 2020

Mr. Kevin Kress
City Administrator
City of North Oaks
100 Village Center Drive, Suite 150
North oaks, Minnesota 55127

Re: Reimbursement for Consultant Fees
PDA, Nord, and Anderson Woods

Dear Kevin,

You will find a check in the amount of \$14,087.10 to reimburse the City of North Oaks for fees it paid to consultants in connection with the application for subdividing Site C – Nord and Site F – Anderson Woods. We included copies of invoices marked-up to indicate the portion of billings we feel are the responsibility of North Oaks Company LLC.

I spoke with Mike Robertson before his departure and he agreed it is not North Oaks Company LLC's responsibility to pay for the work of consultants, including the City Attorney, to educate new staff, Planning Commissioners, and City Council on the subdivision approval process and history of work on the East Oaks Planned Unit Development Agreement (PDA).

Please let me know if you have any questions or concerns. We look forward to working with you and your staff in the future.

Sincerely
North Oaks Company LLC,

Mark Houge
President

Enclosures



16.2 PDA

RECEIVED
MAY 20 2019

Reimbursable Expenses

May 10, 2019

Bill to:

North Oaks Company
5959 Centerville Road, Suite 200
North Oaks, MN 55127

Below is a list of charges incurred by City consultants on East Oaks PUD, Anderson Wood, Nord Subdivision, and Rapp Farm. Enclosed are copies of these invoices. Please remit the total amount due and make check payable to the City of North Oaks. Thank you.

Date of Service	Received from	Description	Amount
April 9, 2019	Sambatek	Nord Development Subdivision	\$ 93.56
April 9, 2019	Sambatek	Anderson Wood Subdivision	\$ 18.56
May 9, 2019	Sambatek	Anderson Wood Subdivision	\$ 377.98
May 9, 2019	Sambatek	Nord Development Subdivision	\$ 7,459.48
May 2, 2019	Magnuson Law Firm	East Oaks PUD & Subdivision	\$ 5,400.00
May 6, 2019	Northwest Associated Consultants	East Oaks PUD & Subdivision	\$ 2,529.80
Total due			\$ 15,879.38

5012.91

Verification	HP
Transaction Date	
Reference No.	
G/L No.	9504
Class	
Entered By	→
Authorization	MA/PA
Check No.	
Check Date	

NORD

ANDERSON
WOODS

NORD 50%
ANDERSON WOODS
50%
SEE PUD
INVOICES

PAY 8032.90



Sambatek, Inc. (formerly MFRA, Inc.)
 12800 Whitewater Drive
 Suite 300
 Minnetonka, MN 55343
 (763) 476-6010 Phone
 (763) 476-8532 Fax
 www.sambatek.com

OK

City of North Oaks
 Mike Robertson
 100 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number 14345
 Date 04/09/2019
 Project 21701 Nord Development Subdivision



Professional Services Thru: 3/23/19

Professional Engineering Services

Administration
 Labor Detail

	Date	Hours	Rate	Billed Amount
Director Michael Kuno				
	03/21/2019	0.50	150.00	75.00
<i>Traffic and wetlands review, Planning Commission meeting coordination</i>				
Professional Engineering Services subtotal				75.00

Reimbursable Expenses

	Date	Units	Rate	Billed Amount
Miles Paul Pearson				
	02/12/2019	32.00	0.58	18.56
Invoice total				93.56

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14345	04/09/2019	93.56	93.56				
	Total	93.56	93.56	0.00	0.00	0.00	0.00

Approved by:

Michael Kuno



Sambatek, Inc. (formerly MFRA, Inc.)
 12800 Whitewater Drive
 Suite 300
 Minnetonka, MN 55343
 (763) 476-6010 Phone
 (763) 476-8582 Fax
 www.sambatek.com

OK.

City of North Oaks
 Mike Robertson
 100 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number 14344
 Date 04/09/2019

Project 21700 Anderson Woods Subdivision

Professional Services Thru: 3/23/19

Reimbursable Expenses

	Date	Units	Rate	Billed Amount
Miles				
Paul Pearson				
	02/12/2019	32.00	0.58	18.56
			Invoice total	<u>18.56</u>

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14344	04/09/2019	18.56	18.56				
	Total	18.56	18.56	0.00	0.00	0.00	0.00

Approved by:

Mike Kuno

Michael Kuno



Sambatek, Inc. (formerly MFRA, Inc.)
 12800 Whitewater Drive
 Suite 300
 Minnetonka, MN 55343
 (763) 476-6010 Phone
 (763) 476-8532 Fax
 www.sambatek.com

OK

City of North Oaks
 Mike Robertson
 100 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number 14552
 Date 05/09/2019

Project 21700 Anderson Woods Subdivision

Professional Services Thru: 4/20/19

Professional Engineering Services

Administration
 Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager				
Paul Pearson				
<i>Prep for PC Mtg.</i>	03/28/2019	0.40	150.00	60.00
<i>Phone w/ Bob K.; Review my PG mtg. memo notes</i>	03/28/2019	0.30	150.00	45.00
<i>Review PC mtg. notes; Phone w/ Mike R.</i>	03/29/2019	0.90	150.00	135.00
<i>Admin. and email to Mike K. w/ copy of mtg. notes, EAW, etc.</i>	03/30/2019	0.50	150.00	75.00
<i>Admin. w/ Mike K. re. 3/28 PC Mtg., and Admin.</i>	04/03/2019	0.30	150.00	45.00
			Phase subtotal	360.00
			Professional Engineering Services subtotal	360.00

Reimbursable Expenses

	Date	Units	Rate	Billed Amount
Miles				
Paul Pearson				
	03/28/2019	31.00	0.58	17.98
			Invoice total	377.98

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14552	05/09/2019	377.98	377.98				
	Total	377.98	377.98	0.00	0.00	0.00	0.00

Magnuson Law Firm.
1391 Amundson Drive
Stillwater, MN 55082

651-439-9464

651-439-5641 Fax

City of North Oaks

Matter:

DO NOT
PAY
MK
ct
19
00

Fees Date	Billor	Description	Code	Hours	Amount
4/15/2019	DM3	Review emails from Bob Kirmis with drafts of findings for denial and another draft with conditions of approval; review emails from Mike Robertson and comment on Bob's draft.	MCPL	1.50	\$337.50
4/16/2019	DM3	Review emails from Mike Robertson, Mike Kumo and Bob Kirmis with copies of proposed findings and conditions of approval; review Kumo email and comment on whether an exhibit to the EAW shows a trail or walkway on the south edge of the parcel; examine PDA and how it deals with the open space set aside and trail dedication issue; finalize memos to be included in packets that the Planning Commission will have at their next meeting.	MCPL	2.00	\$450.00
4/16/2019	DM3	Phone call with North Oaks Company and discuss a possible extension of the 120 day deadline for action on the Nord Plan; send message to the Mayor and Rick with the results of the discussion; further phone conference with Rick Kingston and his request for a case that was discussed in a prior memo.	MCPL	1.50	\$337.50
4/17/2019	DM3	Memo previously sent to the Council and the citation discussed; download case and send to Rick with a memo regarding the duty to provide a fair and impartial hearing to an applicant for platting.	MCPL	1.00	\$225.00
4/17/2019	DM3	Review email from Mike with request for an opinion on the number of units that remain in the undeveloped area of the PDA; review PDA and the computations done by the Company and compare the computation done by Stieg of the Planning Commission; work on memo.	MCPL	2.00	\$450.00
4/18/2019	DM3	Review chain of emails between Mike Robertson and councilperson Ries; continue work on memo on the status of the count of remaining units to be developed pursuant to the PDA.	MCPL	1.50	\$337.50
4/18/2019	DM3	Continue review of draft memos from Bob Kirmis and Mike Kumo; continue research into how many commercial acres were described in the PDA and in the amendments that were made in the first seven amendments.	MCPL	2.00	\$450.00
4/19/2019	DM3	Phone conference with Mayor and Rick Kingston and complaints lodged regarding open meeting violations by a Planning Commission member regarding the vote on Nord; suggest a referral to Pat Kelly; further discussion with Rick Kingston and forward a case concerning failure to	MCPL	1.00	\$225.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
4/22/2019	DM3	(Continued...) provide a fair and impartial hearing. Conference with North Oaks Company and discuss the need for an extension of the 120 day rule to accomodate meeting with NOHOA and the Company; continue work on the question of the number of units remaining to be developed; exchange emails with the Administrator, Planner and the City Engineer; prepare rough draft of memo.	MCPL	1.50	\$337.50
4/23/2019	DM3	Prepare and send email to the Mayor and report on contact with the North Oaks Company regarding a 30 day extension of the 120 day rule to allow for a meeting with the Company, NOHOA and the City.	MCPL	1.50	\$337.50
4/23/2019	DM3	Continue work on memo on the number of units remaining to be built pursuant to the PDA; exchange emails with the Planner, Engineer and Mike Robertson; examine and comment on a treatise prepared by neighbors citing the reasons to deny the application; review and comment on final reports that will be sent to the Planning Commission; advise of a conflict that will prohibit my attendance.	MCPL	2.00	\$450.00
4/24/2019	DM3	Review email from the City Engineer with his computation of a unit count and questions; review Table 1 of the Appendix to the PDA and send results of my review to City staff; review email from the Planner with the message sent to Planning from the neighbors asking that the application be denied; send message to the staff.	MCPL	2.00	\$450.00
4/25/2019	DM3	Phone call Councilman Long and discuss aspects of Nord application; phone call Mike Robertson, Bob Kirmis and the City Engineer re: preparation for tonight's Planning Commission meeting.	MCPL	1.50	\$337.50
4/25/2019	DM3	Review request of the Mayor for an opinion regarding the completeness of the applications that were filed for Nord and Anderson Woods on January 17th of this year; examine the City Code for requirements and request a copy of the application form; review the applications as submitted; prepare opinion and send to Mike Robertson as requested.	MCPL	2.00	\$450.00
4/29/2019	DM3	Exchange emails with Mike Robertson, City Engineer Mike Kuno and City Planner Bob Kirmis; discuss preparation of memos from each of us to send to the City Council; attempt to identify factors that might allow denial and begin work on a memo; circulate memo and agree to meet at City Hall on Monday at 1:30 p.m.	MCPL	2.50	\$562.50
4/29/2019	DM3	Review and comment on memos circulated for submission to the City Council before their next meeting; work on memo needed for meeting and circulate to other staff; meet at City for a staff meeting at 1:30 with Mike Robertson, Bob Kirmis and Mike Kuno; update memo based upon suggestions from staff; add provisions regarding whether trail and road access concerns are material changes to what is depicted for roads and trails in the PDA of 1999; review and revise and send finished memo to Mike Robertson.	MCPL	2.50	\$562.50
SUBTOTAL:				28.00	\$6,300.00

Payments

Date	Description	Code	Amount
4/15/2019	Payment to account.	PAY	(\$7,368.75)
SUBTOTAL:			\$7,368.75

BILL SUMMARY

Previous Balance	\$7,368.75
Current Fees	\$6,300.00
Current Expenses	\$0.00
Current Other	\$0.00
Current Payment	(\$7,368.75)
Trust Balance	\$0.00
Total Amount Due	\$6,300.00

Aging Summary:	0-30 Days	31-60 Days	61-90 Days	Over 90 Days
	\$6,300.00	\$0.00	\$0.00	\$0.00

ITEMS OMITTED

4
 - 900

 \$5400



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

INVOICE

Payable Upon Receipt - Unpaid Balances After 30 Days Subject to 1.5% Interest Per Month

RECEIVED

May 6, 2019

CITY OF NORTH OAKS
100 Village Center Drive, #230
Attn: Stephanie Marty, Deputy Clerk
North Oaks, MN 55127

MAY 8 2019

CITY OF NORTH OAKS

50% Nord
50% Anderson

In Reference To:
April 2019 Technical Assistance - Private Projects

Invoice No. 24215

19.01 EAST OAKS PUD AND SUBDIVISION

		<u>Hrs/Rate</u>	<u>Amount</u>	
BK	4/3/19 Prepare draft findings of fact and forward to Mike Robertson	0.60 157.00/hr	94.20	
BK	4/3/19 Email from Mike Robertson regarding review of draft findings of fact	0.10 157.00/hr	15.70	
BK	4/3/19 Email from City Attorney, Review provided memorandums related to 60 day note and R-Recreation zoning designation upon Nord site	0.30 157.00/hr	47.10	
BK	4/2/19 Email from Mike Robertson regarding 4/10/19 Planning Commission workshop attendance.	0.10 157.00/hr	15.70	
BK	4/4/19 Email from Kara Ries regarding remaining PUD lot count/Follow up emails to Mike Robertson and Gary Eagles regarding "site k" lot size requirements	0.40 157.00/hr	62.80	
BK	4/4/19 Email from Mike Robertson/Calculate remaining lot count and forward findings to Mike	0.40 157.00/hr	62.80	
BK	4/8/19 Return call to Mike Kuno/Discuss EAW evaluation	0.20 157.00/hr	31.40	
BK	4/8/19 Email from Mike Robertson requesting response to Lisa Dujmovic email/Email response to Mike/Review related response from Dave Magnuson	0.40 157.00/hr	62.80	
BK	4/9/19 Email from Dave Magnuson regarding legal opinion on trail dedication requirement	0.10 157.00/hr	15.70	33



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CITY OF NORTH OAKS

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
BK 4/10/19 Email to staff regarding impacts of traffic study recommendation/Follow up emails from Mike Kuno and Mike Robertson	0.30 157.00/hr	47.10
BK 4/15/19 Email from Mike Robertson regarding preparation of materials for 4/25/19 Planning Commission packet/Prepare draft findings and "R-Recreational" Zoning determination summary/Forward draft materials to City Staff for review and edits/Email from Mike Robertson regarding availability for 4/16/19 conference call to discuss East Oaks packet materials/Email response to Mike	2.50 157.00/hr	392.50
BK 4/16/19 Email from Mike Robertson/Revise findings of fact per received comments and forward to Mike Robertson, Mike Kuno, and Dave Magnuson/Review Mike Robertson's email to Mike Kuno and Dave Magnuson requesting review of draft Planning Commission materials	0.80 157.00/hr	125.60
BK 4/17/19 Emails from Dave Magnuson and Mike Kuno regarding review of draft staff report and related comments	0.20 157.00/hr	31.40
BK 4/17/19 Discussion with Mike Robertson regarding preparation of Staff report for Planning Commission/Prepare draft report and provide to Mike for review	3.00 157.00/hr	471.00
BK 4/17/19 Call from Planning Commissioner/Hauge [?] regarding project review process and remaining dwelling unit calculation	0.30 157.00/hr	47.10
BK 4/17/19 Call from Katy Ross regarding Planning Commission report content	0.20 157.00/hr	31.40
BK 4/17/19 Review emails from Katy Ross and Mike Robertson regarding concept plan roadway connection issues	0.10 157.00/hr	15.70
BK 4/17/19 Review email from Dave Magnuson regarding remaining dwelling unit evaluation	0.10 157.00/hr	15.70
BK 4/18/19 Email from Mike Robertson/Review notes on draft Planning Commission memo/Revise memo per comments and forward to staff	0.90 157.00/hr	141.30



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

CITY OF NORTH OAKS

Page 3

		<u>Hrs/Rate</u>	<u>Amount</u>
BK	4/18/19 Email from City Engineer/Review draft report comments and insert in Planning Commission memo/Forward updated memo to City Staff and Katy Ross	0.30 157.00/hr	47.10
BK	4/19/19 Revise draft report to incorporate Katy Ross comments/Forward final report to Mike Robertson for inclusion in City Council packet/Forward pdf version of report exhibits to Mike Robertson	0.50 157.00/hr	78.50
BK	4/22/19 Email from Mike Robertson regarding North Oaks company absence from 4/22/19 City Council meeting/Email to Mike Robertson regarding remaining dwelling unit calculation/Call to Mike Kuno regarding commercial site acreage calculation issue	0.30 157.00/hr	47.10 -
BK	4/23/19 Email to Mike Robertson regarding calculation of dwelling units allowed on "Island Field" site/Email response from Mike Robertson	0.20 157.00/hr	31.40
BK	4/23/19 Email from Mike Robertson regarding Rapp Farm wetland impacts/Review related email chain from City Engineer	0.30 157.00/hr	47.10
BK	4/23/19 Email from City Engineer regarding East Oaks wetland banking history/Review received Rapp Farm wetland replacement information	0.20 157.00/hr	31.40
BK	4/23/19 Call from Planning Commissioner Stig Hauge regarding possible Sherwood Road access and possible recommendation to table application/Follow up email to City Staff	0.40 157.00/hr	62.80
BK	4/24/19 Emails from Dave Magnuson regarding Planning Commission action alternatives	0.10 157.00/hr	15.70
BK	4/24/19 Review email from Mike Kuno regarding dwelling unit calculation for the "Island Field" site and related sewer service planning/ review follow up email from Mike Robertson	0.20 157.00/hr	31.40
BK	4/24/19 Email from Kara Ries/Review Francis and Skamser email summary of Nord neighborhood position on NOC application	0.50 157.00/hr	78.50



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

CITY OF NORTH OAKS

Page 4

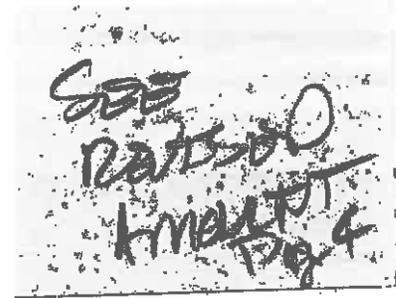
	<u>Hrs/Rate</u>	<u>Amount</u>
BK 4/24/19 Emails from Dave Magnuson regarding calculation of allowed dwelling units on "Island Field" parcel.	0.10 157.00/hr	15.70
BK 4/25/19 Email from Katy Ross regarding the availability of the "Recreational" zoning designation upon the Nord site/Email response to Katy	0.20 157.00/hr	31.40
BK 4/25/19 Review Katy Ross email to Mike Robertson regarding Nord Traffic study	0.10 157.00/hr	15.70
BK 4/25/19 Review for 4/25/19 Planning Commission meeting	1.00 157.00/hr	157.00
Secretarial	2.00 56.00/hr	112.00
Subtotal of this Project:	[17.40	2,529.80]
TOTAL AMOUNT DUE THIS INVOICE:	17.40	\$2,529.80

\$ 1161.80

CANCELED ITEMS
REVERSIBLE



Sambatek, Inc. (Formerly MFRA, Inc.)
 12900 Whitewater Drive
 Suite 300
 Minnetonka, MN 55343
 (763) 476-6010 Phone
 (763) 476-8532 Fax
 www.sambatek.com



City of North Oaks
 Mike Robertson
 100 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number 14554
 Date 05/09/2019

Project 21701 Nord Development Subdivision

Professional Services Thru: 4/20/19

Professional Engineering Services

Administration
 Labor Detail

	Date	Hours	Rate	Billed Amount
Director				
Michael Kuno				
<i>Review site layout, traffic and wetland impacts</i>	03/26/2019	0.50	150.00	75.00
<i>East Oaks EAW/Nord review</i>	04/02/2019	1.50	150.00	225.00
<i>East Oaks EAW review and meeting with Paul</i>	04/03/2019	2.00	150.00	300.00
<i>EAW/EQB coordination</i>	04/04/2019	2.00	150.00	300.00
<i>East Oaks EAW meeting, review meeting with Paul</i>	04/05/2019	2.50	150.00	375.00
<i>East Oaks EAW Nord review and planning commission meeting prep</i>	04/08/2019	3.00	150.00	450.00
<i>EAW traffic review</i>	04/09/2019	1.50	150.00	225.00
<i>East Oaks EAW Nord planning commission meeting prep</i>	04/10/2019	4.00	150.00	600.00
<i>Sherwood site distance, wetlands, trail, and drainage review</i>	04/11/2019	2.50	150.00	375.00
<i>Drainage phone call with Mary Topel</i>	04/12/2019	1.00	150.00	150.00
Client Service Manager				
Paul Pearson				
<i>Admin. w/ Mike K. to Prep for PC mtg.; Res. and review memos; Phone w/ Mike R.; Review Elements of Comp Plan</i>	03/26/2019	2.50	150.00	375.00
<i>Phone w/ Bob K.; Review my PC mtg. memo notes</i>	03/28/2019	0.30	150.00	45.00
	03/29/2019	1.40	150.00	210.00

Professional Engineering Services
Administration
Labor Detail

Client Service Manager
 Paul Pearson

Review PC mtg. notes; Email to Bob K. re. trail; Phone w/ Mike R.

Date	Hours	Rate	Billed Amount
03/30/2019	1.00	150.00	150.00

Admin. and email to Mike K. w/ copy of mtg. notes, EAW, etc.

04/03/2019	1.20	150.00	180.00
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Admin. w/ Mike K. re. 3/28 PC Mtg., and Admin.

04/05/2019	0.50	150.00	75.00
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Admin. w/ Mike K. re. Follow-up Comments

04/12/2019	0.40	150.00	60.00
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Res. Files for Previous Drainage Review of Existing Driveway Culverts at 14 and 16 North Deep Lake Rd.

Phase subtotal			4,170.00
----------------	--	--	----------

Correspondence
Labor Detail

Director
 Michael Kuno

Date	Hours	Rate	Billed Amount
04/15/2019	1.00	150.00	150.00

VLAWMO correspondence regarding wetland impacts, Ramsey County correspondence regarding Sherwood Road access,

04/16/2019	1.50	150.00	225.00
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Lot area dispute review (EAW versus Preliminary Plan) and correspondence with City

04/18/2019	2.50	150.00	375.00
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Nord Development Planning Commission draft memo and figures

04/19/2019	0.50	150.00	75.00
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Planning Commission figures

Phase subtotal			825.00
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Preliminary Plan Review
Labor Detail

Engineer III
 Kyle Filterer

04/11/2019	3.00	148.00	444.00
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Sherwood Road Access Review

Meetings (Public)

Labor Detail

Director
 Michael Kuno

04/10/2019	3.50	150.00	525.00
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Planning Commission workshop

Client Service Manager
 Paul Pearson

Professional Engineering Services
Meetings (Public)
 Labor Detail

Date	Hours	Rate	Billed Amount
03/28/2019	6.50	150.00	975.00
<i>PC Meeting (all meeting time was related to the Nord Property, and not And. Woods site)</i>			
Phase subtotal			1,500.00

Research
 Labor Detail

Planner III
 Farveh Makhssous

Date	Hours	Rate	Billed Amount
04/03/2019	0.25	134.00	33.50
<i>North Oaks EAW - Discussion with Mike Kuno on the project</i>			
04/04/2019	0.25	134.00	33.50
<i>North Oaks EAW - Research the MN Rules and EQB resources - Call and emails with EQB on rules and potential assistance with meeting attendance - Meet with Mike to discuss findings - Email findings to Mike - Look into budget and potential cost for EAW preparation - Send guidelines/EAW checklist and questions to Mike</i>			
04/04/2019	2.75	134.00	368.50
<i>North Oaks EAW - Research the MN Rules and EQB resources - Call and emails with EQB on rules and potential assistance with meeting attendance - Meet with Mike to discuss findings - Email findings to Mike - Look into budget and potential cost for EAW preparation - Send guidelines/EAW checklist and questions to Mike</i>			
04/08/2019	0.50	134.00	67.00
<i>North Oaks EAW - Discussion with EQB staff - Phone calls with EQB - Meet with Mike</i>			
Phase subtotal			502.50
Professional Engineering Services subtotal			7,441.50

Reimbursable Expenses

Miles
 Paul Pearson

Date	Units	Rate	Billed Amount
03/28/2019	31.00	0.58	17.98
Invoice total			7,459.48

PKU \$ 5012.98 - \$ 2446.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14554	05/09/2019	7,459.48	7,459.48				

Approved by:



Michael Kuro



Reimbursable Expenses

June 25, 2019

Bill to:

North Oaks Company
5959 Centerville Road, Suite 200
North Oaks, MN 55127

Below is a list of charges incurred by City consultants on East Oaks PUD, Anderson Wood, and Nord Subdivision. Enclosed are copies of these invoices. Please remit the total amount due and make check payable to the City of North Oaks. Thank you.

Date of Service	Invoice	Received from	Description	Amount
May, 2019	Invoice 14833	Sambatek	Nord Development Subdivision	\$ 795.00
May, 2019	Invoice 14832	Sambatek	Anderson Wood Subdivision	\$ 945.00
May, 2019		Magnuson Law Firm	East Oaks PUD & Subdivision	\$ 1,406.25
May, 2019	Invoice 24273	Northwest Associated Consultants	East Oaks PUD & Subdivision	\$ 879.20
Total due				\$ 4,025.45

Verification	hp
Transaction Date	
Reference No.	
G/L No.	9504
Class	
Entered By	
Authorization	
Check No.	
Check Date	

Handwritten note: *2619.20*

Handwritten note in a cloud: *PAY. \$ 2619.20*



Sambatek, Inc. (formerly MFRA, Inc.)
 12800 Whitewater Drive
 Suite 300
 Minnetonka, MN 55343
 (763) 476-6010 Phone
 (763) 476-8532 Fax
 www.sambatek.com

OK

City of North Oaks
 Mike Robertson
 100 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number 14832
 Date 06/13/2019

Project 21700 Anderson Woods Subdivision

Professional Services Thru: 6/1/19

Professional Engineering Services

Administration
 Labor Detail

	Date	Hours	Rate	Billed Amount
Director Michael Kuro				
<i>Staff review</i>	04/22/2019	1.00	150.00	150.00
<i>Planning Commission meeting review</i>	04/25/2019	1.00	150.00	150.00
Phase subtotal				300.00

Preliminary Plan Review

Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager Paul Pearson				
<i>Admin. w/ Mike K.</i>	05/09/2019	0.30	150.00	45.00

Meetings (Non-Public)

Labor Detail

	Date	Hours	Rate	Billed Amount
Director Michael Kuro				
<i>Wilkinson South staff memo review and meeting</i>	04/29/2019	1.00	150.00	150.00
<i>Design review meeting at North Oaks Company and prep</i>	05/29/2019	3.00	150.00	450.00

Phase subtotal 600.00

Professional Engineering Services subtotal 945.00

Invoice total 945.00



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OK

City of North Oaks
 Mike Robertson
 100 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number 14833
 Date 08/13/2019

Project 21701 Nord Development Subdivision

Professional Services Thru: 8/1/19

Professional Engineering Services

Administration

Labor Detail

Director

Michael Kuno

Staff review

Planning Commission meeting review

Date	Hours	Rate	Billed Amount
04/22/2019	1.00	150.00	150.00
04/25/2019	2.00	150.00	300.00
Phase subtotal			450.00

Preliminary Plan Review

Labor Detail

Client Service Manager

Paul Pearson

Admin. w/ Mike K.

Meetings (Non-Public)

Labor Detail

Director

Michael Kuno

Nord staff meeting review and meeting

Date	Hours	Rate	Billed Amount
05/09/2019	0.30	150.00	45.00
Professional Engineering Services subtotal			795.00

Invoice total **795.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14833	08/13/2019	795.00	795.00				



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

OK

INVOICE

Payable Upon Receipt - Unpaid Balances After 30 Days Subject to 1.5% Interest Per Month

RECEIVED

June 7, 2019

JUN 10 2019

CITY OF NORTH OAKS
100 Village Center Drive, #230
Attn: Stephanie Marty, Deputy Clerk
North Oaks, MN 55127

CITY OF NORTH OAKS

50% NON-D & ANDERSON
50% WOODS

In Reference To:
May 2019 Technical Assistance - Private Projects

Invoice No. 24273

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>19.01 EAST OAKS PUD AND SUBDIVISION</u>			
BK	4/29/19 Prepare City Council memorandum	2.50 157.00/hr	392.50
BK	4/29/19 Forward City Council memorandum to City Staff	0.10 157.00/hr	15.70
BK	4/29/19 Email from Mike Robertson/Revise City Council memo and exhibits to City Staff	0.50 157.00/hr	78.50
BK	4/29/19 Revise City Council report per comments received at 4/29/19 Staff meeting	0.60 157.00/hr	94.20
BK	4/30/19 Forward finalized City Council report and exhibits to Mike Robertson	0.10 157.00/hr	15.70
BK	4/30/19 Email from Dave Magnuson/Review finalized memo to City Council regarding various legal issues	0.10 157.00/hr	15.70
BK	5/8/19 Email from Mike Robertson/Prepare summary of alternative motions for City Council action on subdivision applications/Forward summary to Mike Robertson for review	0.50 157.00/hr	78.50
BK	5/9/19 Emails from Mark Houge/Revise supplemental information received for City Council consideration at their 5/9/19 meeting	0.50 157.00/hr	78.50
BK	5/9/19 Email from Mike Robertson regarding City application requirements for denied subdivision applications/Review related emails regarding City staff report	0.30 157.00/hr	47.10



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4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

CITY OF NORTH OAKS

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
BK 5/9/19 Review email from Mikeya Griffen and North Oaks Homeowner's Association comments on Nord and Wilkinson preliminary subdivisions	0.20 157.00/hr	31.40
BK 5/9/19 Review Mark Houge email to Mayor and City Council regarding Nord and Wilkinson Villas preliminary subdivision applications	0.10 157.00/hr	15.70
BK 5/14/19 Email from Kathie Emmons of the North Oaks Homeowner's Association regarding City Council action of subdivision applications	0.10 157.00/hr	15.70
Subtotal of this Project:	[5.60	879.20]
TOTAL AMOUNT DUE THIS INVOICE:	<u>5.60</u>	<u>\$879.20</u>

**Magnuson Law Firm
1391 Amundson Drive
Stillwater, MN 55082**

651-439-9464

651-439-5641 Fax

City of North Oaks

**Matter: East Oaks PDA-Nord Project
Statement Date: 6/6/2019
Amount Due: \$1,406.25**

Fees					
Date	Billor	Description	Code	Hours	Amount
5/7/2019	DM3	Exchange emails with Mike Robertson and respond to question regarding a waiting period to file a new preliminary plan; search City Code and Chapter 462 of MN Stats and prepare memo to Mike; review request by Mark Houge of North Oaks Company for opinion re: waiting period for filing amended Preliminary Plan; send memo and copy Mike Robertson.	MCPL	1.00	\$225.00
5/8/2019	DM3	Review email from Gretchen with a summary of citizen comments sent to the City; review email from North Oaks Company with responses to concerns of the Planning Commission; discuss with Mike Robertson.	MCPL	1.00	\$225.00
5/9/2019	DM3	Review and respond to email request from North Oaks Company re: no restraints on immediately submitting an amended application; exchange email with Mike robertson and prepare for meeting; review letter from NOHO that they will not allow Nord to be members if the present plan is approved; discuss with Mike Robertson.	MCPL	3.50	\$787.50
5/10/2019	DM3	Review email exchange between North Oaks Company and Mike Robertson re: no verbatim transcript of hearing other than the tape that Cable Access makes and keeps of meeting; discuss with Mike Robertson.	MCPL	0.50	\$112.50
5/14/2019	DM3	Review email from the President of NOHOA re: process for handling Nord Application.	MCPL	0.25	\$56.25
SUBTOTAL:				6.25	\$1,406.25

Payments				
Date	Description	Code	Amount	
5/13/2019	Payment to account.	PAY	(\$6,300.00)	
SUBTOTAL:			\$6,300.00	

BILL SUMMARY

Previous Balance	\$6,300.00
Current Fees	\$1,406.25
Current Expenses	\$0.00
Current Other	\$0.00
Current Payment	(\$6,300.00)
Trust Balance	\$0.00

Total Amount Due \$1,406.25

Aging Summary:	0-30 Days	31-60 Days	61-90 Days	Over 90 Days
	\$1,406.25	\$0.00	\$0.00	\$0.00



RECEIVED
AUG 22 2019

Reimbursable Expenses

August 20, 2019

Bill to:

North Oaks Company
5959 Centerville Road, Suite 200
North Oaks, MN 55127

Below is a list of charges incurred by City consultants on East Oaks PDA, Anderson Woods, and Nord Subdivision. Enclosed are copies of these invoices. Please remit the total amount due and make check payable to the City of North Oaks. Thank you.

Date of Service	Invoice	Received from	Description	Amount
July, 2019	Invoice 15185	Sambatek	Anderson Woods Subdivision	\$ 3,405.00
July, 2019	Invoice 15186	Sambatek	Nord Development Subdivision	\$ 30.00
July, 2019		Magnuson Law Firm	East Oaks PDA	\$ 7,312.50
Total due				\$ 10,747.50

10
10

SEB Invoice

AP

Verification _____
 Transaction Date _____
 Reference No. _____
 GL No. *4518* _____
 Class *1114 / 1114 / 10A* _____
 Entered By *MA* _____
 Authorization *MA* _____
 Check No. _____
 Check Date _____

PAY \$ 8435.00



Sambatek, Inc. (formerly MFRA, Inc.)
 12800 Whitewater Drive
 Suite 300
 Minnetonka, MN 55345
 (763) 476-6010 Phone
 (763) 476-8582 Fax
 www.sambatek.com

OK

City of North Oaks
 Mike Robertson
 190 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number: 15185
 Date: 07/24/2019

Project: 21700 Anderson Woods Subdivision

Professional Services Thru: 7/13/19

Professional Engineering Services

Administration

Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager				
Paul Pearson				
	07/03/2019	1.20	150.00	180.00
<i>Admin. w/ Final Plan Review; Admin. w/ Gary Eagles and Email Correspondence</i>				
	07/08/2019	3.20	150.00	480.00
<i>Admin. w/ Email Corresp.; Admin. w/ John M.; Gather Mat'l for City Council Mtg.</i>				
	Phase subtotal			660.00

Correspondence

Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager				
Paul Pearson				
	07/02/2019	4.50	150.00	675.00
<i>Email to John and Amanda B.; Draft comment review memo re. Final Plan Review; Phone with Gary Eagles; Ph. w/ Brady re. Erosion Control Plan Review</i>				

Final Plan Review

Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager				
Paul Pearson				
	07/01/2019	2.70	150.00	405.00
<i>Admin. w/ Staff; Research; Email to Mike R.; and Gather Material for Final Plan Review</i>				
	07/02/2019	7.40	150.00	1,110.00
<i>Final Plan Review</i>				
	Phase subtotal			1,515.00

Professional Engineering Services

Meetings (Non-Public)

Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager Paul Pearson				
	07/10/2019	0.50	150.00	75.00
<i>Mtg. w/ Mike Robertson to Discuss and Prepare for 7/11 City Council Mtg.</i>				

Meetings (Public)

Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager Paul Pearson				
	07/11/2019	2.70	150.00	405.00
<i>City Council Mtg. re. Final Plan Application</i>				

Site Visit

Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager Paul Pearson				
	07/10/2019	0.50	150.00	75.00
<i>Site Visit</i>				

Professional Engineering Services subtotal 3,405.00

Invoice total 3,405.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
15185	07/24/2019	3,405.00	3,405.00				
	Total	3,405.00	3,405.00	0.00	0.00	0.00	0.00

Approved by:


 John Mazzitello



Sambatek, Inc. (formerly MFRA, Inc)
 12800 Whitewater Drive
 Suite 300
 Minneapolis, MN 55343
 (763) 476-8010 Phone
 (763) 476-8532 Fax
 www.sambatek.com

7

City of North Oaks
 Mike Robertson
 100 Village Center Drive
 Suite 150
 St Paul, MN 55127

Invoice number 15188
 Date 07/24/2019
 Project 21701 Nord Development Subdivision

Professional Services Thru: 7/13/19

Professional Engineering Services
 Administration
 Labor Detail

	Date	Hours	Rate	Billed Amount
Client Service Manager Paul Pearson				
	08/19/2019	0.20	150.00	30.00
<i>Phone w/ Bob Karmis re. Concept Road Alignment Shown on 1999 East Oaks PUD Plan and EAW</i>				
Professional Engineering Services subtotal				30.00
Invoice total				30.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
15188	07/24/2019	30.00	30.00				
	Total	30.00	30.00	0.00	0.00	0.00	0.00

Approved by:

John Mazzitello

**Magnuson Law Firm
1391 Amundson Drive
Stillwater, MN 55082**

651-439-9464

DO NOT
PAY
MH

City of North Oaks

**Matter: East Oaks PDA-Nord Project
Statement Date: 7/31/2019
Amount Due: \$7,312.50**

Fees					
Date	Bill#	Description	Code	Hours	Amount
6/3/2019	DM3	Phone call Mike Robertson re: dates of approval of the 7th Amendment of the PDA; locate memo prepared by Melinda and send to Mike along with corrected memo.	MCPL	1.00	\$225.00
6/12/2019	DM3	Review PDA and agenda; review message from Councilman Long; prepare for tomorrow's City Council meeting.	MCPL	1.50	\$337.50
6/13/2019	DM3	Review PDA and Amendments in preparation for tonight's meeting.	MCPL	1.50	\$337.50
6/17/2019	DM3	Work on memo requested by Mike Robertson and Bob Kirmis.	MCPL	2.00	\$450.00
6/18/2019	DM3	Work on opinions needed for workshop on the PDA Ten Year review.	MCPL	2.00	\$450.00
6/19/2019	DM3	Continue work on PDA; review memo.	MCPL	2.00	\$450.00
6/20/2019	DM3	Review email with attached memo prepared by Mike Robertson and Bob Kirmis; start work on assignment.	MCPL	1.50	\$337.50
6/20/2019	DM3	Review email from Bob Kirmis and Mike Robertson and work on response.	MCPL	1.50	\$337.50
6/21/2019	DM3	Continue review of the report that Mike and Bob have drafted.	MCPL	2.00	\$450.00
6/25/2019	DM3	Continue work on staff memo; locate all seven amendments to the PDA; examine tables; work on memo regarding PUD authority and search for change in law permitting Planned Developments; search amendments for density changes and track changes in the permitted number of commercial acres and permitted housing units.	MCPL	2.00	\$450.00
6/26/2019	DM3	Work on memos needed for meeting; finalize and send first memo to Mike and Bob regarding the law in Minnesota that permits planned development; and that it has not been changed since the 2010 review; continue work on density memo; review and revise and send second memo to both.	MCPL	2.50	\$562.50
6/26/2019	DM3	Work on two memos needed by staff as part of the review; review and revise and send to Mike and Bob along with word version.	MCPL	4.00	\$900.00
7/3/2019	DM3	Review email from Gary Eagles for Final Plan approval for Wilkinson Lake Villas Phase 1A; discuss with Mike Robertson.	MCPL	0.50	\$112.50
7/3/2019	DM3	Exchange emails with the Mayor and Mike Robertson re: preparation for meeting on Friday.	MCPL	1.50	\$337.50
7/5/2019	DM3	Prepare for and attend meeting of Executive Committee to discuss PDA workshop agenda.	MCPL	2.00	\$450.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
7/8/2019	DM3	Review letter for Mark Hauge of the North Oaks Company; prepare for and attend the workshop at City Hall to review the PDA.	MCPL	4.00	\$900.00
7/9/2019	DM3	Prepare message to Mayor, Bob Kirmis and Mike Robertson with an analysis of the minority view of how the dwelling units are counted.	MCPL	1.00	\$225.00
SUBTOTAL:				32.50	\$7,312.50

Payments

Date	Description	Code	Amount
6/18/2019	Payment to account.	PAY	(\$1,406.25)
SUBTOTAL:			\$1,406.25

BILL SUMMARY

Previous Balance	\$1,406.25
Current Fees	\$7,312.50
Current Expenses	\$0.00
Current Other	\$0.00
Current Payment	(\$1,406.25)
Trust Balance	\$0.00
Total Amount Due	\$7,312.50

Aging Summary:	0-30 Days	31-60 Days	61-90 Days	Over 90 Days
	\$7,312.50	\$0.00	\$0.00	\$0.00

MAGNUSON LAW FIRM

LICENSED IN MINNESOTA AND WISCONSIN
5620 MEMORIAL AVENUE NORTH • SUITE E • STILLWATER, MN 55082
TELEPHONE: (651) 439-9464 • FACSIMILE: (651) 439-5641
WWW.MAGNUSONLAWFIRM.COM

DAVID T. MAGNUSON
DTMAGNUSON@MAGNUSONLAWFIRM.COM

City of North Oaks
August 8, 2019
For the meeting on August 8, 2019

East Oaks PDA-Nord Project: \$7312.50

See Dattler

CITY OF NORTH OAKS
REQUEST FOR COUNCIL ACTION

Requested Date of Council Consideration: 3-12-20 Flexibility: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Originating Department: ADMINISTRATION
Agenda Item: ADMINISTRATOR STAFF REPORTS	Presenter: KEVIN KRESS
Estimated Time: <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> 5 Min. <input type="checkbox"/> 15 Min. <input type="checkbox"/> 30 Min. <input type="checkbox"/> 45 Min. <input type="checkbox"/> 1 Hour	
Council Action Requested: <input checked="" type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve... <input type="checkbox"/> Motion to deny... <input type="checkbox"/> Other <input type="checkbox"/> Budget Change	
Background: <u>City Hall</u> <ul style="list-style-type: none"> • City Staff has been reviewing a proposed tree preservation ordinance. I plan to have the NRC commission review this and make recommendations to the Council for consideration at the April City Council meeting. • City Staff reviewed the NRC resolution of incorporation. In talking with the City Attorney, we agree a better practice would be to adopt an NRC ordinance. The City Council can consider this at the April meeting. We will post for 2 openings on the NRC following this meeting. The Council will need to determine how long the terms are for those two members. The Council should also affirm/reaffirm existing members for clarity. • The state wants to host an open house about the 96 Superfund site. I intend to have NRC schedule this open house and invite the public to attend and learn about what is all involved with this site. • The LJFD is still pursuing the purchase of the proposed Bethel location. If an agreement can be reached our portion of the purchase is estimated between \$150-\$200,000. • Roseville is still working on the JPA for IT services. It appears most cities agree that a JPA is the way to go. For some larger cities they are reviewing if they want to bring the service in house. This is a poor option for us as we have fairly limited services and can't justify bringing in a staff member for this function. • I have been reviewing the processes for code compliance/citation issuance. There isn't a very clear process or Council perspective on how you want these handled. In most cases I think giving a 14-day compliance schedule is appropriate. There are some scenarios where flexibility should be exercised but it should be outlined by the Council. This is especially true when it comes to septic pumping and maintaining a compliant system. For those that fail to pump within the allotted time I can see giving a 14-day notice to comply or we turn it over to the prosecuting attorney. I think it is poor practice to issue a citation for \$100/day because it doesn't fix the problem. It also puts the burden on the City rather than the individual property owner to fix the problem. This could be said for all that are in violation of a City Ordinance. I think a work session would be appropriate to discuss what process the Council wants to see. 	

Supporting Documents: Attached None

Department Head Signature/Date:

Administrator Signature/Date:

ACTION TAKEN Approved Denied Tabled Accepted Report Other

Date of Action: _____

Comments:

**North Oaks Planning Commission Meeting Minutes
North Oaks City Council Chambers
January 30, 2020**

CALL TO ORDER

Chair Azman called the meeting of January 30, 2020, to order at 7:00 p.m.

ROLL CALL

Present: Chair Mark Azman. Commissioners Jim Hara, Stig Hauge, Nick Sandell, Sara Shah, and Joyce Yoshimura-Rank, City Council Liaison Rick Kingston

Staff Present: Administrator Kevin Kress, Recording Secretary Deb Breen, City Planner Bob Kirmis, and City Attorney Bridget Nason, City Engineer Larina DeWalt

Absent: Commissioner Dave Cremons

Others Present: Videographer Maureen Anderson.

A quorum was declared present.

APPROVAL OF AGENDA

Chair Azman requested the order of the East Oaks site review be listed alphabetically. Azman commented North Oaks Company will give a big picture of the entire plan, then Commissioners will review by site A–F. The City Attorney will also review what a Concept Plan means under ordinance.

**MOTION by Hauge, seconded by Yoshimura-Rank, to approve the agenda as amended.
Motion carried unanimously.**

CITIZEN COMMENTS

Tom Watson, 45 East Pleasant Lake Road, served on City Council from 1991 to 2009, and four terms as Mayor. He was actively involved in creation of the Planned Development Agreement (PDA) and feels sites within North Oaks are now being overdeveloped. He suggests that Planning Commission ask the North Oaks Company for a tree inventory, as we have some of the oldest Oaks in Ramsey County and feels that should be taken in consideration.

APPROVAL OF MINUTES from December 3, 2019

Commissioner Yoshimura-Rank inquired about a statement in Section “d” that states “Met Council cannot force North Oaks to provide affordable housing.” Attorney Nason indicated that this isn’t the exact language she would suggest be put in the Comprehensive Plan, but that there should be a reference to the affordable housing requirement in the plan. The statement is an accurate transcription of what was said in the prior meeting.

MOTION by Shah, seconded by Yoshimura-Rank, to approve the minutes from December 3, 2019.

Motion carried unanimously.

BUSINESS ACTION ITEMS

a. 2040 Comprehensive Plan Update and Recommendation

- Administrator Kress stated Staff’s recommendation is for City Council to send to the Planning Commission the previously submitted Comprehensive Plan draft with revisions

which include: reclassification from Suburban to Emerging Suburban Edge, making technical changes to correct those mentioned in Met Council incomplete letter, and add language acknowledging that the City has considered the high density/affordable housing goals for the City and choose to be non-compliant.

- Upon approval by Planning Commission of final language, the plan would go back up to Council. Not complying with the recommended density request would mean that North Oaks would not qualify for Met Council grants which our Community has not needed in the past. Commissioner Shah noted that the recommendation is a result of a subcommittee meeting, and meeting with Met Council. She also referenced a prior condition that Planning Commission made in May 2019 to send the Comprehensive Plan to Council, dependent upon the dwelling counts. Administrator Kress stated the Council plans to have a work session within next 2 weeks to solidify the housing counts, which would then be added to the plan.
- Administrator Kress clarified that the Suburban vs. Emerging designation is defined by 5 to 1 vs. 3 to 1 ratio of required units per acre, which more appropriately reflects North Oaks.
- Attorney Nason stated that it is necessary to add in language to acknowledge the existence of affordable housing goals, otherwise it will continue to be deemed incomplete.
- Chair Azman asked City Staff to provide a version of the Comprehensive Plan with redlined changes when it is ready, for consideration of approval.

MOTION by Hauge, seconded by Sandell, to table the issue.

Motion carried unanimously.

b. East Oaks Concept Plan Review

- Attorney Nason explained the process of plan approval, including three steps: 1) concept plan review, 2) preliminary plan/plat review, and 3) final plan / review. Concept plan needs: depiction of all development intentions, roads, projected traffic, building location, types and numbers of dwelling units, trails, size, grading plan, and more as detailed in Ordinance 129.
- Chair Azman mentioned City Council will review unit counts at a workshop next week. Attorney Nason provided a brief summary of her unit count analysis based on documentation provided to her. The last chart detailing unit counts was approved by City Council as Exhibit B5.1 as seen in the seventh amendment of the PDA, dated 6/10/10. The chart shows 178 units left to be developed within PDA not considering any conversion of commercial acres. North Oaks Company President Mark Hogue clarified that they have submitted updated counts to the City each time development was submitted and can provide those documents.
- Mark Hogue of North Oaks Company (NOC) noted they have provided additional information after meeting with City Staff, but the overall plans have not changed from what was detailed at Golf club presentation. He presented an overview of each location as follows.

Site C: Nord

This is 55 acres, zoned RSM PUD, PDA provides for 10 lots, with 13 density increase. Plan is for 12 lots: 10 accessing from Shoreview Road and 2 lots from Deep Lake Road. Lots minimum requirement is 1.1 acres; the plan calls for 1.9 acre to 6 acre lots. This site will have septic and

private wells. No wetland impact. Ramsey County has given approval with no turn lanes required. Proposed trail connections by lots 6 and 7 as well as near lots 1 and 2.

Site F: Anderson Woods

Two phases; 16 acres and 20 acres with RMH zoning. Total of 13 lots proposed. PDA allows for 13 with the density shift: 4 were used for Wilkinson Villas to North, 9 to be on the South half and accessed from Centerville Road opposite Anderson Road. This site will have sewer and water through White Bear Township. There will be a wetland impact for the road connection to the site, however they plan to use 4 acres of wetland credits they had been awarded from a prior wetland improvement project in the Conservation area. Ramsey County stated no turn lanes are anticipated. Trail connections are planned between lots 2 and 3 to the south, and near lots 5 and 6 to the north.

Site G: Gate Hills

Zoned RCM-PUD. 36 acres with 84 housing units proposed. PDA allows 68, with density shift allowed up to 88. They are proposing 84 twin homes and attached villas, with FAR not to exceed 37 ½ % of site; plan to be at half of that requirement. All accessed off of Road H2. Ramsey County mentioned might need a left and right turn lane as it is opposite H2 road. This site will have sewer and water through White Bear Township. Working with NOHOA on best location for trails. There is a trail running North from Gate Hill to Wilkinson Lake, would be looking at connecting on West, and continue South to Deer Hills and the Pines.

Site H: Island Fields

21 acres, RCM-PUD. 35 housing units, with density shift allowed up to 46. Proposing 3 story condominium with underground parking, which would fall well within height limits in PDA. There are 5.73 commercial acres remaining in this area they have not planned use for yet. May consider converting some commercial acres to residential for an additional condominium building depending on success of the first condo units. This site will have sewer and water through White Bear Township. Entrance would be South of H2 and across from Arrow facility so would need to work with Ramsey County on entrance. Looking at trail near existing farm road going North/South, connecting into Red Forest way trail on West. No wetland impact aside from accessing site across the ditch off Centerville Road, which is the only wetland crossing. Working with VLAWMO on access plan.

Site K: North Black Lake/Red Forest Way South area

60 acres, RSL-PUD. Proposed 34 additional lots, 64 allowed in PDA with possible 83 density shift. 34 new with + existing is 75, so within limits of density shift. All lots are 1.5 acres or greater. This site will have septic and private wells. Trails to connect West of Catbird Lane and to East from Island Field. On south side adjacent to Black Lake there will be trail that area; working with NOHOA on their preference.

- Mark Houge introduced Don Pereira, NOC Director of Conservation, who is helping guide the Company in their development efforts. He has prior conservation experience with DNR as Chief in charge of Fisheries, President of South Washington Watershed district, and appointed to the Great Lake Fisheries Council.

Staff Review and Commentary

Site C: Nord Site

- Bob Kirmis, City Planner reviewed the staff memo. It referenced the prior subdivision preliminary application in which Nord was denied due to inconsistency to street/ access with the PDA, as well as not having a defined trail route. Road access has now been primarily shifted to Sherwood which is consistent with PDA, with 2 of the 12 lots coming from N. Deep Lake with a shared driveway. In current conversation with developers about extension of cul-de-sac which could have negative impact on wetland, tree removal and drain field sites. North Deep Lake Road isn't prohibited by PDA but Planning Commission and Council should consider whether it is consistent with what is in PDA. Lot 3 is a flag lot accessed by private drive, which is generally discouraged by planners due to lot width and emergency vehicle access to the home. The City does not prohibit them and there are some in the city. Exhibit A in the meeting packet is an alternative concept plan which extends the cul-de-sac, improving emergency vehicle access. Moving the 2nd lot to access via Sherwood Road. In regard to the trail, staff recommends agreement with NOHOA prior to preliminary subdivision proposal or Public Hearing.
- City Engineer Larina DeWalt of Sambatek highlighted that since no detailed construction documents are required with Concept review, the focus is on consistency with PDA. They find it is consistent with ordinances and developers have provided traffic info, grading, stormwater, etc. as required. There is no proposed wetland impact which has changed from last proposal. The alternative concept plan with extension of culdesac, as alternative to flag lot, was created by the City Engineer and provided to the Developers for consideration to alleviate stormwater ponding, wetland impact, emergency access. The North Oaks Company engineer responded back to the City Engineer with reasons why they believe the proposed culdesac plan would also have impacts.
- Citizen Comment: Franny Skanser Lewis, 3 Red Maple Lane—Ms. Lewis sent City Staff and Planning Commissioners an analysis yesterday documenting why they believe the plan is inconsistent with the PDA. Highlights include: the trail that has historically run along the parcel is very different than what was in PDA. Their concern is that both NOHOA and City are in line with what a meaningful trail is within PDA agreement. The trail is key to connect residents in North and West parts of the communities to access the Conservancy area. She feels that the road and driveway placement will key off that trail, and PDA verbiage allows for trail alterations to accommodate natural topography.
- Commissioner Sandell inquired about the wetland impact that she has referenced, as both NOC and Engineers do not note an impact in the Nord area. City Engineer DeWalt clarified that the current North Oaks proposal has zero wetland impact. Commissioner Sandell noted that trails and wetlands seem to be prime concern and focus of community.
- Citizen Comment: Frank Williams, 80 Rapp Farm—He is a resident of the central part of Rapp Farm and has used the trails for many years. Appreciate attention to wetlands and trails as this effects Rapp Farm residents as well.
- Citizen Comment: Don Nightingale, 11 Nord Circle—Reemphasize PUD planned for a connector trail which has been used for years and believes the proposed plan eliminates the connector trail. Was originally planned for 10 lots, now it is 12 lots. Concerned about the extra 2 lots and suggests eliminating an extra lot could reduce some of the concerns with the flag lot.

- Citizen Comment: Rachel Maher, 91 Rapp Farm Boulevard—Ms. Maher mentioned that the trail curves up to Northern side and had been shown on Ramsey county website since the 1940's. One of the few things remaining from original North Oaks. The trail is still heavily used by skiers, foot traffic and snowshoes. The current trail going North conveniently continues into Poplar park in Ramsey County open space. She is disappointed that the new trail brings it along a roadway.
- Citizen Comment: Carla Coons, 9 N. Deep Lake Road—Regarding the flag shaped lot, it seems that either option to extend cul-de-sac would cross over trails. Welcomes more study on the trails.
- Mark Houge responded by recognizing there has always been a farm road where the trail is being referenced. In 1999, NOC and City marked out trail plan, with miles of trails to be put in the conservation area. The connector trail mentioned was to be the trail easement running along south but is unclear why NOHOA has not maintained trails along the easements noted at that time. At the Southeast corner of Nord, there is an immediate connection. Mr. Houge mentioned that the Company has allowed people to use the private property farm road even though it does not conform to the actual easements, and perhaps they should not have allowed this.
- Exhibit B4 to the PDA is the Map. Chair Azman referenced primary trails, and restrictive trails noted. The Nord trail is not shown as a primary trail. Commissioner Shah defers to staff as to whether it is consistent with the community but encourages us to look at needs of community as we can. Question as to legally if we disagree with the map. Commissioner Yoshimura-Rank asked if we can put in easements to create a trail that the people like and use. Commissioner Hara suggested since lots 1 & 2 are larger and surrounded by wetlands, if it may be possible to create an easement along the back of those lots.
- Citizen Comment: Kathy Emmons, 20 Duck Pass Road—As NOHOA president, they value hearing from NOC and Residents. Mentioned they are at a rock and impasse between what to PDA really says and reality. They are on the way to doing that, and their intent is to have the trail plan in place before the Preliminary plans are presented. They need to finish work with their subject matter experts to come up with viable solutions.
- Chair Azman asking for input on having 2 lots with access from N. Deep Lake. Mr. Houge responded that concept plan from PDA has always had a lot off of Deep Lake Road. Tract on East end of Nord KK-589 was identified by a different legal description in PDA. V-284 ended up as extra strip of land was preserved, they are open to putting that in with the lots identified. Staff will look internally at these options.
- Commissioner Sandell doesn't have a concern with the proposal and feels like if it's a slight deviation that is a benefit to the community is a "win." Chair Azman would like to see some form of tree survey as may have been done in past. Mr. Houge responded that they have made extraordinary efforts to preserve valued trees and nature and would not like to get into the business of counting trees. He also noted that while the Company has ensured two septic sites available on each lot, the potential homeowner could change location of the home which

in turn could impact the trees. The proposed road off Sherwood is currently being surveyed, and they are clearing path for rig to take soil samples required for preliminary plans.

- Commissioner Houge asked for the Company's estimated build schedule. Mr. Houge responded they plan to bring the Preliminary plans back to the Commission by February asking for decision and would like to build all 10 lots by late summer. It was mentioned that City Engineer Sambatek's map dated **April 11, 2018** show that they were to be served by city sewer and water. Mr. Houge responded they looked at connecting to Rapp Farm, but the topography and gravity of land doesn't allow this. White Bear Township would need to take this on and they don't want to manage this. Fire Hydrant water access would be a dead-end connection and with large lots it is not recommended by White Bear for a water quality standpoint. Therefore, septic and well is proposed.
- Liaison Kingston asked for the North Oaks Company's perspective on the trails. Mark Houge indicated they have worked with NOHOA, engineers, residents and there is no obvious place to put it. They made a big commitment to trails in the conservation area previously, with the consideration they could create lots in Nord without a trail going through middle. The practical reality is trying to find a happy solution for everyone. Engineer DeWalt confirmed that her comments are high level and consistent with what they would like to see with all Preliminary plans.

Site F: Anderson Woods:

- Planner Kirmis reviewed the staff memo and noted the access is from Centerville Road. PDA illustrates access provided from 2 points on Centerville road which is different than the single point shown in the concept plan. Staff feels a single point of access is preferable given the number of units to be developed and asks Commission to provide consideration on this issue. They also suggest that some of side lot lines be tweaked to have a better useable lot line and build area.
- Engineer DeWalt stated that conceptually the plan works and would be served by water and sewer. Lots at end of cul-de-sac will need to be served by gravity pump in order to be served. NOC would have to provide a stub at the cul-de-sac location for the home to pump out and connect to the stub. Alternative is septic or raising the home site. It is standard industry practice to address these type home elevations, so this is not unusual. There is a proposed .19-acre wetland impact, but it will not impact the drainage pattern. The plan also doesn't warrant any changes to Centerville Road.
- Commissioner Hauge inquired if any consideration yet given to the type bridge that would be put in place to accommodate water to pass. Engineer DeWalt believes it is a flat high point with water going North and South, not through, so no water would need to pass under the bridge.
- Citizen Comment: Franny Skanser-Lewis, 3 Red Maple Lane—She understands PUD allows for flexibility and density; however, she doesn't believe the EAW considered the density. Would like to see the higher C shape remain, and not cross wetlands.
- Commissioner Shah asked about original road pattern and wondered if security should be a consideration. Chair Azman feels the revised road layout coming from Anderson Road may

be preferable. Engineer DeWalt mentioned that there are guidelines in place for wetland mitigation and expects the applicant to work within guidelines. She feels the impact .19 acres is small number. Overall in PDA, .35 wetland is allowed and she would like the developer to provide full detail of where impact has taken place to date so they can make an overall evaluation.

- Commissioner Yoshimura-Rank pointed out EAW aerial map from 1998 that showed only 6 lots and wondered if that was due to wetland impact. NOC Houge referenced the 2nd road in the PUD coming from South which would have major impact to wetland. The current concept plan is a much better solution in consideration for environment. Commissioner Shah asked if Anderson Lane was already there in 1998, and it was noted it was. She also inquired about size of cul-de-sac and allowance for bus turnaround. Engineer DeWalt stated the cul-de-sac is 100 feet which is big enough for bus and firetrucks.
- Citizen Comment: Tom Watson, 45 East Pleasant Lake Road—Mr. Watson wished to respond to Commissioner Shah's inquiry on additional entrances, and desire to maintain privacy and trails. He suggested that Commissioners be cautious of opening access to our 28 miles of trails, as well as being aware of other White Bear development in the area. Important to be aware of hunting allowed in White Bear area that is in backyard of some of the homes. He also noted the tree inventory is a fair request, as essence of North Oaks is based on environment and topography.

Site G: Gate Hill

- Planner Kirmis highlighted notes from the staff memo. Internal loop street is planned to access twin home lots, with a staff concern of ability to provide on street parking. Suggested clusters of guest parking. Staff recommends NOC provide Commissioners sample building types and elevations for townhomes for Commission to provide feedback. The concept plan doesn't illustrate trails and encourages NOC and NOHOA to work together. Staff would like Fire Department to provide feedback on the proposal, with emergency vehicle access through the single access point.
- Engineer DeWalt noted in regard to traffic impacts, it is likely Ramsey County will require signal or turn lane along Centerville Road. No wetland impact illustrated, and they expect that preliminary plans include detail on stormwater plans include utility easement detail as to how it will be managed in the future.
- Citizen Comment: Rich Dujmovic, 15 Black Lake Road—All lots described today include land owned by the lot owner which includes ½ roadway, driveway and garage footprint with taxes based on this. County tax records establishes ownership by NOC or Presbyterian homes of excess of 21 acres in area E. Amendment 7 reflects 15.27 acres for this area. If the Company and Presbyterian homes pay taxes on 21 acres, it could be assumed that this is what has been developed. Would like these numbers to be reviewed to see where the error is and taken into consideration as plan for new homes. He would also like to see the access to trails considered as a valued asset as part of NOHOA and City discussions. Chair Azman asked Mr. Dujmovic to present his findings to Council as well. Commissioner Houge would like the Company to consider street parking and a children's playground in this area.

- Mr. Houge responded the intended audience for Gate Hill is anyone and open to variety of price points. The large area in the center of development could be recreation area, but NOHOA would need to be part of that discussion. Building style would depend on builder chosen but likely no less than \$450,000. Will bring back renderings, look at off street parking, and possibly add pockets of 3-4 cars for visitors. They expect a sub-homeowner association would serve the new 180 -190 residents. Tree screening is planned to discourage a visual of the development and possibly even a gate if NOHOA desired. Liaison Kingston asked if Ramsey County has identified if a signal or stop sign was under discussion.
- Attorney Nason recommended to meet again to complete the review of the final two sites prior to the February Council Meeting. It was determined based on participant schedules to reconvene on Tuesday, February 4, 2020 at 5 p.m.

**MOTION by Chair Azman, seconded by Hauge, to adjourn the Planning Commission meeting to meet again on Tuesday, February 4, 2020 at 5:00 p.m.
Motion carried unanimously.**

c. Review of I-35E/County Road J Information – Postponed to next meeting

Next Regular Planning Commission Meeting: Thursday, February 27, 2020

ADJOURN:

**MOTION by Commissioner Hauge, seconded by Commissioner Yoshimura-Rank, to adjourn the Planning Commission meeting at 10:05 p.m.
Motion carried unanimously.**

Kevin Kress, City Administrator

Mark Azman, Chair

Date approved_____

**North Oaks Planning Commission
Meeting Minutes (Cont.)
City of North Oaks Community Meeting Room
February 4, 2020**

CALL TO ORDER

Chair Azman called the meeting of February 4, 2020, to order at 5:05 p.m. This meeting is a continuation of the regular Planning Commission meeting from January 30, 2020.

David Cremmons was sworn in as a Planning Commissioner by Chair Azman.

ROLL CALL

Present: Chair Mark Azman, Commissioners David Cremmons, Stig Hauge, Nick Sandell, Sara Shah, and Joyce Yoshimura-Rank. Commissioner Hara joined at 6:43 p.m.

Staff Present: City Administrator Kevin Kress, Councilmember Rick Kingston, Recording Secretary Gretchen Needham, City Planner Bob Kirmis, City Engineer Larina DeWalt, and City Attorney Bridget Nason

Others Present: Videographer Pat Cook

A quorum was declared.

APPROVAL OF AGENDA

MOTION by Yoshimura-Rank, seconded by Hauge, to approve the amended agenda which moved the review of the I-35E/County Road J discussion item to before the East Oaks Concept Plan review. Motion carried unanimously.

BUSINESS ACTION ITEMS

a. Review of I-35E/County Road J Information

The three intersections impacted are the I-35E and County Rd. J, County Rd. J from Centerville Rd. to Otter Lake Rd., and Centerville Rd. from County Rd. J to Ash St. Due to additional development, these areas have been targeted by Ramsey and Anoka Counties for reconstruction. 2024 is the expected start date for this project; the next steps are to tour the sites and secure funding.

b. Concept Plan Review—Continuation

Site H (Island Field):

Mark Houge of North Oaks Company gave a brief overview of Island Field. This site is 21 acres, zoned RCM. The plan is for a 46-unit condominium building with three stories above below-ground parking. 5.73 commercial acres could also be developed at a future date. The maximum of floor to area ratio (FAR) of 0.437 for each home built would be allowed for this site and the actual FAR would be less than that. The entrance would be from Centerville Rd. A trail will be put along the West boundary to connect with an already existing North–South trail.

- City Planner Kirmis mentioned concerns raised by staff regarding whether or not the additional potential commercial units would be in additional to or separate from the

maximum of 46 dwelling units allotted for the condominiums, construction of turn lanes on Centerville to improve access and exit to the site, and trail location (to make sure the North Oaks Company works with NOHOA on a suitable location for trails).

- City Engineer DeWalt spoke to the main concern she raised regarding potential additional turn lanes on Centerville to accommodate increased traffic to the site; this would have to be worked out with Ramsey County.
- Citizen Comment: Damien LePoutre, 6 Black Lake Road—Mr. LePoutre asked that the potential impact on wildlife and the environment be taken into account when developing this site.
- City Attorney Nason pointed out that the PDA requires a maximum of 45.5 units, so Planning Commission and/or City Council will have to decide at some point if that number should be rounded up or rounded down, since there cannot be a partial dwelling unit.
- Commissioner Shah asked about an updated chart in the packet to determine what number of units is correct, and Attorney Nason said that this updated chart is included with the Council packet for the workshop to be held on February 6, 2020.
- Commissioner Hauge asked how the building would be positioned to fit into the topography of the area. Mr. Hauge compared the height of the building to be similar to the Mews. Mr. Hauge of North Oaks Company did not envision any impacts on wetlands.
- Chair Azman asked about converting commercial space to residential and how the maximum total units are calculated. NOC interprets this calculation as an addition to the total number of 46; Attorney Nason interprets 46 as the total allowed, which would include any commercial areas in this site.
- Councilmember Kingston asked what type of commercial building would be envisioned. Mr. Hauge mentioned professional offices such as dental, daycare, etc. are allowed by the East Oaks PDA in terms of commercial development.
- Citizen Comment: Tom Watson, 45 East Pleasant Lake Road—Mr. Watson suggested that the access point from Centerville Road should be looked at carefully by the City Engineer due to how the road was originally constructed; the shoulders may not be adequate for additional turning lanes.
- Preliminary plans are slated for submission to City Staff in the spring/summer of 2020 for building as soon as 2021.

Site K: North Black Lake (Red Forest Way South)

Mr. Hauge gave a brief overview of the North Black Lake site. The site is 50 acres with 34 lots, each greater than an acre. Access would be only off Black Lake Road. The lots would have well and septic. The trail connections would be between lots 11 and 12, at two different areas. Trails would connect with Island Field. A total of 75 lots would then be achieved for the Red Forest Way area, which is below the maximum allowed by the PDA.

- Planner Kirmis raised City Staff concerns about site access; 31 of the 34 lots are to be accessed from Black Lake Road, with 3 lots accessed from Catbird Lane. Lot 34, for example, is off of a very long cul de sac, and that could negatively affect emergency vehicles reaching residents. A second access point is suggested. Additionally, lot 20 in the northern portion of the site has a pole barn and shed on the site and the question was raised as to

whether or not the buildings would remain (Mr. Houge said the buildings would most likely be removed).

- City Engineer DeWalt noted there are no wetland impacts at the site as it is proposed. While traffic will increase at this site, approximately an additional one car per hour would be added at peak hours, so this is not seen to be an excessive increase in traffic.
- Citizen Comment: Damien LePoutre, 6 Black Lake Road—Lots 8, 9, and 10 are in a steep area and he is concerned that water flows not negatively impact Black Lake due to construction and eventual uses such as lawn fertilizers.
- Citizen Comment: Rich Dujmovic, 15 Black Lake Road—Mr. Dujmovic is pleased with the updates by North Oaks Company to this site plan. The original plan submitted called for many more lots than the plan proposed today, and the road access is improved and now compliant with the East Oaks PDA. Mr. Dujmovic spoke to the total count of units, which can include converted commercial acreage. Commissioner Hauge asked Mr. Dujmovic if he is satisfied with the plan as it stands. Mr. Dujmovic responded that the plan for this area is in accordance with the East Oaks PDA, in his opinion, as long as the total number of dwelling units has not already been reached, which City Council will decide forthcoming.
- Commissioner Cremmons asked Planner Kirmis where an additional access point might be found. Planner Kirmis suggested letting the Fire Department weigh in and make a determination on what might work best for emergency access.
- Engineer DeWalt asked for careful thought on the lots as they are developed to decrease the amount of impact on Black Lake and the surrounding environment. Mr. Houge responded that NOC has conversed with the Vadnais Lake Area Water Management Organization (VLAWMO) about the proposed site, and Minnesota Pollution Control Agency (MPCA) rules will be followed as to silt fencing and similar to protect wetlands when construction begin.
- Chair Azman asked about NOHOA's opinion on this site's trail arrangement. Mr. Houge brought a map from a recent meeting with NOHOA demonstrating the work NOC is doing with NOHOA to mark out trails; Mr. Houge reminded Commissioners the map is a draft form only at this point.
- Commissioner Hauge asked about the order in which the developments will take place, and whether or not a single or multiple contractors will be used. Mr. Houge said the order of development would be Anderson Woods first, then Island Field, then Gate Hill; the trails will be completed as they go. NOC plans to use a single contractor if the bid is competitive.
- Commissioner Yoshimura-Rank asked about how wetland mitigation will be calculated. Mr. Houge mentioned the designs minimize wetland impacts, and only two areas (Anderson Woods and Island Field) will be mitigating wetlands. City Engineer DeWalt replied that VLAWMO would most likely be asked to send field inspectors to oversee and confirm any wetland mitigation.
- Chair Azman and Commissioner Yoshimura-Rank asked NOC to consider making a tree inventory to understand what trees may be removed from these developments.
- Commissioner Hauge asked for a better effort from NOC in terms of trails going forward; Mr. Houge asked why NOHOA hasn't built a trail on the south side of the wetland in Nord where a trail easement already exists.

- Planner Kirmis mentioned that lot 20 could be divided into pie-shaped thirds to avoid the long driveway, aka flag lot.
- Chair Azman asked City Staff to communicate with NOHOA about a possible trail to be located where the trail easements already exist on the Nord site.
- Citizen Comment: Tom Watson, 45 East Pleasant Lake Road—As to a tree inventory, Mr. Watson suggested having the City Forester look at this area in order to keep the lots as wooded as possible.

Next Meeting: February 27, 2020

ADJOURN

MOTION by Hauge, seconded by Yoshimura-Rank, to adjourn the Planning Commission meeting at 7:23 p.m.

Motion carried unanimously.

Kevin Kress, City Administrator

Mark Azman, Chair

Date approved_____

Natural Resources Commission Minutes

January 16, 2020

7 P.M.

Call to Order:

Chair Hawkins called the meeting to order at 7:02 p.m.

Roll Call:

Present: Chair Hawkins, Vice Chair Winsor, Commissioners Larson, White, NOHOA Liaison Rehder, and City Council Liaison Ross

Staff: City Administrator Kress, Recording Secretary Needham

Absent: Commissioners ~~Dan McDermott (resigned)~~ and LePoutre

A quorum was declared present.

*Administrator Kress informed the NRC that Commissioner McDermott has submitted his resignation from the Commission. A posting will be created soon to fill the vacancy.

Approval of Agenda:

Motion by White, seconded by Larson, to approve the agenda as submitted.

Motion carried unanimously.

Approval of Minutes:

Motion by Winsor, seconded by White, to approve the December 19, 2019 minutes with changes as discussed.

Motion carried unanimously.

*The minutes from the November 21, 2019 meeting were not available at the December 19, 2019 meeting. These minutes will be provided for Commission review at the next NRC meeting.

New Business:

Draft of Coyote Management Plan for Consideration

The Commission will review the Coyote Management Plan. City Staff has been directed to submit the draft coyote management plan to the professors at the University of Minnesota who will be holding the coyote presentation on Wednesday, January 29, 2020, as well as the Ramsey County Animal Control, Mario Lee.

Motion by White, seconded by Larson, to table the Coyote Management Plan until the February 20, 2020 NRC meeting.

Motion carried unanimously.

Environmental Commissions Gathering

Anoka and Ramsey Counties are hosting an Environmental Commissions Gathering on February 13, 2020. Chair Hawkins has RSVP'd to attend and has invited any two other Commissioners to join him. This event is designed to share idea and network about environmental issues. A notice will be made publicly if three or more Commissioners will attend in order to avoid a violation of the Open Meeting Law.

Discussion of Earth Day Activities

Ideas for Earth Day (April 22, 2020) were discussed, such as giving way seedlings or trees, and educational materials for oriental bittersweet, buckthorn, and Emerald Ash Borer.

Motion by Winsor, seconded by White, to table the Earth Day plans until a future NRC meeting.

Motion carried unanimously.

Review of Conservation Award Application/Process

Administrator Kress was brought up to speed on the Conservation Award process by the NRC. Commissioner White asked if the process for organizing the applicants and those awarded could be streamlined and better organized by City Staff; Administrator Kress agreed that internal documents will be organized better going forward.

Tick Task Force Report

The TTF will be meeting the week of January 18, 2020. The fifth annual TTF survey will be sent out through the City's Polco survey tool.

Kate Winsor's Report

- VLAWMO has provided a grant of \$545 to the NRC for a movie night on Wednesday, March 4 at the North Oaks Golf Club. Half of the refreshments cost will be paid for from the NRC budget. The hosts for this event are the NRC, NOHOA, the North Oaks Garden Club, and the North Oaks Golf Club.
- Vice-Chair Winsor will submit an article regarding the movie for the March issue of the North Oaks News.

City Update

- Administrator Kress has received some concerned calls about deer caught in traps. Commissioner White asked for a count of deer, and Administrator Kress will find the number.
- The City passed a Code of Conduct for all Councilmembers and Commissioners to adhere to at its last City Council meeting.
- City Forester more funding appropriated from the MN Department of Agriculture for treating and removing oriental bittersweet.
- Using biocontrol (an insect to attack another insect) for managing Emerald Ash Borer is a possibility, but the MN Department of Agriculture does not think there is a critical mass of EAB in North Oaks yet to warrant this application.

NOHOA/NEST Update

Mark Rehder detailed a capstone project focused on water quality that could be undertaken at Pleasant Lake. VLAWMO is organizing studies managed by the University of Minnesota, including soil and water samples. (More info to come for minutes from Mark Rehder.) sent in email 1-17-20 kk.

Adjournment:

Motion by White, seconded by Larson to adjourn the meeting at 7:55 p.m.
Motion carried unanimously.

Next Meeting: February 20, 2020

DRAFT