CITY OF NORTH OAKS

Regular City Council Meeting City Council Meeting
Thursday, April 16, 2026
6:00 PM, City Council Chambers are at 100 Village Center Drive, Room 150, North Oaks, MN 55127

MEETING AGENDA

Remote Access - *One or more members of the City Council may attend the meeting via interactive technology and others will participate in person in Council Chambers (Community Room, 100 Village Center Drive, Suite 150, North Oaks, MN) during the meeting. Members of the public are welcome to attend. Any person wishing to monitor the meeting electronically from a remote location may do so by calling the following Zoom meeting videoconference number: 1-312-626-6799, Webinar ID: 872 1713 3779 or by joining the meeting via the following link: https://us02web.zoom.us/j/87217133779.*

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Citizen Comments** - *Members of the public are invited to make comments to the Council during the public comments section. Up to four minutes shall be allowed for each speaker. No action will be taken by the Council on items raised during the public comment period unless the item appears as an agenda item for action.*
5. **Approval of Agenda**
6. **Consent Agenda** - *These are items that are considered routine and can be acted upon with one vote.*

6a. Approval of Council Meeting Minutes of 3.25.2026
3.25.2026 Council minutes Draft.pdf

6b. Licenses for Approval:
Arborist: Three Trees Horticulture

Mechanical: A&E Heating & Cooling; Corporate Mechanical

6c. Approval of City Financials

6d. Accept 2025 audited financials

Approval of Fireworks Permit Requests for NOHOA Summerfest - 5/30/2026

North Oaks Permit Application (signed) 2026-0530.pdf

North Oaks COI 2026-0530.pdf

North Oaks Site Map 2026.pdf

North Oaks Operator Assistant 2026-0530.docx

7. Petitions, Requests & Communications - *Deputy Craig Lydon Report*

7a. Deputy Lydon Monthly Report
MARNO26.pdf

8. Unfinished Business

9. New Business

9a. Discussion and possible action on Ordinances regulating water and sewer service and rates and providing for collection of water and sewer charges.
Memo to Council re Water System Ordinance (2026).pdf

Ord Adopting Chapter 52 City Water System.pdf

9b. Update on 2-party joint powers agreement with White Bear Township, 3-party joint powers agreement with White Bear Township and Lino Lakes, supplemental water infrastructure agreement with North Oaks Company
JOINT POWERS AGREEMENT WBT and North Oaks Dated 3.2.2026 FINAL.pdf

3 Party JPA FINAL_executed.pdf

Supplemental Water and Sanitary Sewer Infrastructure Agreement - NOC and NO 3.30.2026.pdf

10. Council Member Reports

11. City Administrator Reports

12. City Attorney Reports

13. Miscellaneous

13a. City Forester Monthly Report
March in Review.pdf

14. Adjournment - *The next meeting of the City Council is Thursday, May 14th, 2026.*

North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
March 25, 2026

1. CALL TO ORDER

Councilor Shah called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Acting Mayor Sara Shah, Councilor Mark Azman, Grover Sayre (joined at 6:08 pm)
Mayor Krista Wolter and Councilors Andrew Gaspard (remote via electronic means)
Staff Present: Administrator Kevin Kress, Attorney Bridget Nason, City Engineer Jupe Hale, and City Planner Kendra Lindahl
Others Present: NineNorth Videographer Kenny Ronnan
A quorum was declared present.

3. PLEDGE OF ALLEGIANCE

Mayor Wolter led the Council in the Pledge of Allegiance.

4. CITIZEN COMMENTS

- No citizen comments.

5. APPROVAL OF AGENDA

- Administrator Kress noted a few changes were made to the order of agenda items prior to the meeting to reorder the agenda items for discussion to: 8a. Supplemental Agreement 8b. Two party JPA, 8c. 3 party JPA, Water model presentation. Added was agenda item to possibly amend Council meeting calendar.
- The revised agenda was presented to Council and updated on City website prior to the meeting.

MOTION by Azman, seconded by Gaspard, to approve the amended agenda as presented in the packet.
Motion carried unanimously by roll call vote.

6. CONSENT AGENDA

6a. Approval of Licenses:
Arborist: Balsam Tree & Shrub Care LLC; Premium Tree Protection LLC; Red Leaf Tree Care
Mechanical: Blue Ox; Hoffman Refrigeration & Heating; Joel Smith Heating & Air Conditioning; Modern Heating & Air; S & R Appliance Repair; United States Mechanical Inc.
6b. Approval of City Council Meeting Minutes of February 26th, 2026
6c. Approval City Financials
EFTs: 1212e - 1218e, and 1220e-1225e
Checks: 16136 – 16184

6d. Approval of 1 Day liquor license for Summerfest
6e. Approval of Variance for 11 Creekside Lane

MOTION by Azman, seconded by Wolter, to approve the consent agenda.
Motion carried unanimously by roll call vote.

7. PETITIONS REQUESTS & COMMUNICATIONS

- Deputy Lydon mentioned the house fire on Blue Jay Lane. The fire was fully engulfed when Deputies arrived to find cars in the garage, but there were no occupants at home.
- The full monthly Safety report is under the Miscellaneous agenda item #13.
- Deputy Lydon reminded residents that there are lots of walkers and kids out with the nice weather and urges extra caution while driving.

8. UNFINISHED BUSINESS

8a. Discussion and possible action on Supplemental Utilities Agreement with North Oaks Company

- Attorney Nason noted there are 3 action items presented regarding the Joint Powers agreements with White Bear Township, Lino Lakes and North Oaks Company. Similar versions were presented at the February meeting, and at that time there was contingent Council approval on the 2 party and supplemental agreement with Company. Because of the number of changes, the agreements have brought it back for review and approval.
- Accomplishments include: achieving the primary goal of the North Oaks Company paying for the 5 meter pits at a cost up to $400,000, along with $100,000 cash to utilize to support all the water/sewer lines. They will then turn over the sewer and water systems to the City subject to the East Oaks PDA, which states that at any time the City can take over the systems with a 30 days' notice. They also agreed to do televising of the lines and make any repairs to lines and lift stations 8 & 9 prior to the turnover.
- The North Oaks Company supplemental agreement is contingent upon City and WBT entering into the Joint Powers agreement. There are no substantive changes on that document.
- The 3-party agreement with Lino is still underway. The Company can terminate the two-party agreement if the 3-party is not finalized by the end of April 2026.
- Kress noted he talked to Mike from Lino Lakes to resolve the fee structure issue they were disputing, and they are on good timeline to present to their councils on April 6th.
- Sayre asked if there is any expiration / sunset on the WBT lake approvals. Kress noted WBT has 2 meetings in April which should accomplish the agreements.

MOTION by Gaspard, seconded by Azman, to approve the North Oaks Company supplemental water agreement.

- Sayre believes it's been great progress in the agreement.

- Wolter mentioned that White Bear Township is wanting the two party JPA prior to signing the 3 party. Last Monday WBT agreed that the two-party agreement is satisfactory.

Motion carried unanimously by roll call vote.

8b. Discussion and possible action on 2-party Joint Powers Agreement with White Bear Township

MOTION by Sayre, seconded by Shah, to approve the 2-party Joint Powers Agreement with White Bear Township.
Motion carried unanimously by roll call vote.

8c. Discussion and possible action on Three-Party Joint Powers Agreement with Lino Lakes and White Bear Township.

MOTION by Sayre, seconded by Azman, to approve the 3-party Joint powers agreement with WBT and Lino Lakes, subject to any revisions by City Attorney, City Administrator, and Mayor.

- Kress noted the primary objective of the 3-party is to clarify who pays for what and maintenance and any items related to Waverly Gardens and Rapp Farm. The original Joint powers agreement involving Rapp Farm was from 2004. The revised agreement clarifies who does maintenance, when, where and how it is split between the three cities.

Motion carried unanimously by roll call vote.

- Deputy Mayor Shah thanked especially the Mayor, City Administrator, Attorney, and City Engineer who have been working evenings and weekends to get these agreements to the finish line.

9. NEW BUSINESS

9a. Presentation of water model by City Engineer

- Kress primary objective was to describe possible water model with Shoreview.
- City Engineer Jupe Hale noted the document presented summarizes the 1st iteration of the model and looks to determine the feasibility of serving the entire City with water from various sources.
- The are first looking at possibly of Shoreview water. Shoreview has not agreed to it – this is just a feasibility first to see if that is even an option for discussion.
- There were 4 scenarios that they ran from Shoreview. Capping trunk water lines at 12 inch maximum. The next diameters up is more expensive due to valves and structure, and serving residential from a larger lines is not as feasible.
    - 1st is serving at 12 inch max.

  - 2nd bumps it up 16 inch lines.
  - 3rd scenario is potential of having a North Oaks Water tower with 12 inch.
  - 4th is having a North Oaks Water tower with 16 inch.
- The southeast side of City has higher elevation so would need some additional pressure to move water to those homes. The new system would be equal to what we have today. Fire flow is included in the analysis. Without a water tower, we would need a booster station to get water to the southeast part of City and retain pressure, along with 16 inch lines.
- Scenarios show that it can be done. Potential water tower would be around north deep lake/Sherwood Road. A water tower would allow more control on when we use water. We would obtain water for tower in the middle of night at a different time than Shoreview. Water tower allows us to offset the peak and have the best fire flow.
- Kress noted the full presentation will be brought back at the April meeting after Councilors have a chance to fully review the document and then discuss in more depth at the April meeting.
- Sayre mentioned that he will save his list of questions for that meeting, such as will the water be purified, and is it sale-able.
- Councilors are asked to review and send any questions to Engineer Hale and Administrator Kress.
- Next steps if Council wish to move forward would be to approach Shoreview to see if interest, then determine best option for source of water whether Shoreview or Lino Lakes.
- Azman noted that they are interested in the modeling costs.
- Hale stated the trunk system modeling can be used for different sources once they have the modeling in place.
- Kress stated the current model would fill water town from another source and then distribute to residents. If wanted our own well and water tower would need our own full water treatment plant. They will look at ballpark figures in future, need to determine feasibility first.

9b. Discussion and possible action on amending City of North Oaks annual meeting calendar

- Kress asked if Councilors would be willing to move meeting to Thursday April 16th to allow more space between Council meetings.

MOTION by Azman, seconded by Sayre, to amend annual calendar to change Council meeting from April 9th to April 16th at 6:00 p.m.
Motion carried unanimously by roll call vote.

10. COUNCIL MEMBER REPORTS

- Azman stated there was a fire board meeting last week. The new fire station is coming along on time and on budget to open July 1st. They don't think there will be a need for any additional funds from Cities or surprise issues.
- Sayre stated the North Oaks Foundation met earlier in the week. They are still working on how to allow donors to make tax deductible donations. Since NOHOA and land is a

private entity, the foundation needs to uncouple from the City, in order to make it a separate charitable entity. Task force is also still researching a potential City Council location and are pending a proposal on build out costs.

- Gaspard noted they met with North Central Cable commission and extended lease on their building for 5 years. He has been impressed with their financial matters and reducing fees and keeping services. He will work with City Administrator to put a presentation on regulation of ISPs on Council agenda for 4/16.
- Shah had a community meeting on February 24th regarding Pleasant Lake Water Quality. The presentation is on the City website and available via NOHOA. They are in the data collection phase and look for next steps to be outlined at the early April meeting. Look to have recommendations brought to Council for Phase II in May.
- Mayor Wolter commended Engineer Hale's work to reduce the 12-meter pits down to 5 saving the City $600,000. She also thanked him for his work on water modeling. She feels it is prudent to think about any type of future infrastructure as a way to have options for residents and be proactive. It would be irresponsible to not look at future infrastructure and the options to sustain community. She thanked everyone for their work on the Joint Powers agreements.

11. CITY ADMINISTRATOR REPORTS

- Administrator Kress is hoping to have a Memorandum of Understanding (MOU) agreement with VLAWMO ready for Council to review at the April meeting that will allow further discussions about funding options for Pleasant Lake Water Quality initiative.
- MOUs with St. Paul Regional Water Authority and others will follow later in the summer.

12. CITY ATTORNEY REPORTS

- Attorney Nason no report.

13. MISCELLANEOUS

13a. City Forester Report

- Included in meeting packet.

13b.Deputy Lydon Safety Report

- Included in meeting packet.

14. ADJOURNMENT

The next regular meeting of the City Council will be April 16, 2026 at 6:00 p.m.

MOTION by Azman, seconded by Sayre, to adjourn meeting at 6:40 p.m. Motion carried unanimously.

_____ _____

Kevin Kress, City Administrator Krista Wolter, Mayor

Date approved_____

(FOR USE BY LOCAL JURISDICTIONS)

SAMPLE APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.
3. Fee upon application is $_____ and must be made payable to _____

Name of Applicant (Sponsoring Organization): North Oaks Home Owners Association

Address of Applicant: 100 Village Center Drive, Suite 24, North Oaks, MN, 55127

Name of Applicant's Authorized Agent: RES Pyro

Address of Agent: 21595 286th St., Belle Plaine, MN 56011

Telephone Number of Agent: 952-873-3113 Date of Display: 5/30/2026 Time of Display: 9:00 pm

Location of Display: 14 West Pleasant Lake Rd., North Oaks, MN, 55127

Manner and place of storage of fireworks prior to display: N/A - delivered day of show

Type and number of fireworks to be discharged: (35) multishot cakes 2.5" and less

MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.

Name of Supervising Operator: Dennis Imberi Certificate No.: FW0013

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least $ _____
   (Suggested Amount: $1.5 million minimum)
2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.
3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent): _____ Date: 3/31/26

Signature of Fire Chief/County Sheriff: _____ Date: _____

Signature of Issuing Authority: _____ Date: _____

Revised June 2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
INSURED 2027 RES Specialty Pyrotechnics Inc 21595 286th Street Belle Plaine MN 56011	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** James River Insurance Company 12203 **INSURER B :** Continental Indemnity Company 28258 **INSURER C :** HDI Global Specialty SE **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 331404288 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			P0000000601	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BESCRMNMN011601_171309_01	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			25QS1684	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: May 30, 2026
Location: 14 West Pleasant Lake Road, North Oaks, MN 55127
Additional Insureds: City of North Oaks, MN; North Oaks Home Owners Association

CERTIFICATE HOLDER

North Oaks Home Owners Association
100 Village Center Drive
Suite 240
North Oaks MN 55127

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

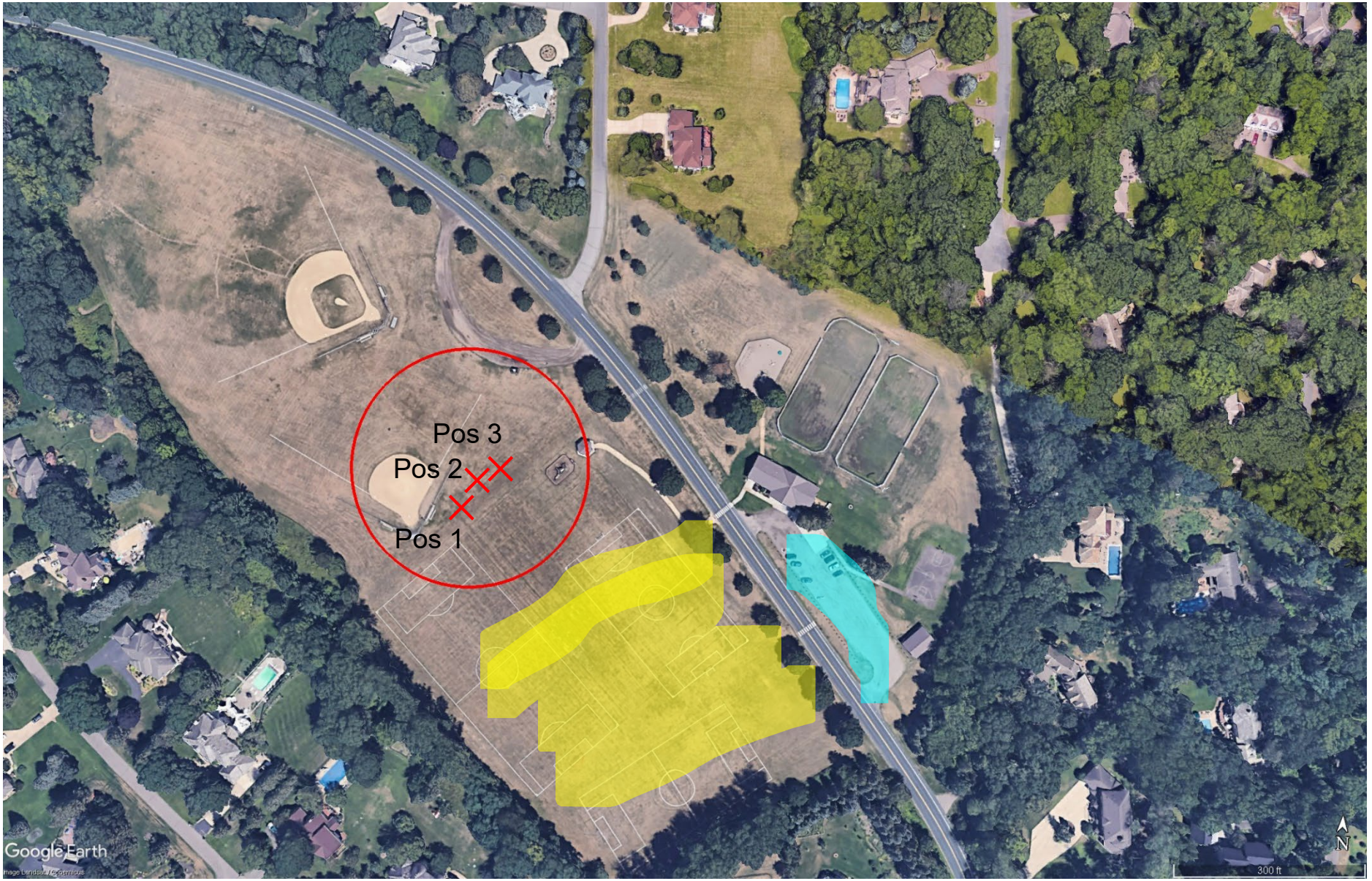
AUTHORIZED REPRESENTATIVE



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North Oaks
May 30, 2026

Maximum Shell Size: 2.5”
NFPA 1123 Fallout Zone Radius: 175 ft



RES PYRO

Spectators

Parking

Shoot site

Fallout zone

North Oaks Operator Assistant(s):

Breaden Jensen

DOB: 4/25/2008

Note: Breaden will be 18 at time of show.

Ramsey County Sheriff's Office

Public Safety Report: North Oaks

MARCH 2026

Deputy Craig Lydon
651-755-8089 ★ craig.lydon@co.ramsey.mn.us

CALLS FOR SERVICE: 107

- 40 MEDICAL CALLS
- 7 FIRE CALLS
- 4 TRAFFIC STOPS
    - 4 ACCIDENTS

NOTABLE CALLS:

- **JUVENILE INCIDENT** – 03/07/2026 AT APPROXIMATELY 0258 HOURS DEPUTIES WHILE ON PATROL ENCOUNTERED THREE TEENS IN THE AREA OF EAST PLEASANT LAKE RD AND EVERGREEN LN. DEPUTIES IDENTIFIED THE JUVENILES AND INFORMED JUVENILES OF THE CURFEW THEN HAD THEM RETURN TO THEIR ADDRESS.

- **THEFT BY SWINDLE–** 03/26/2026 (CN# 26-012-914) AT APPROXIMATELY 0912 HOURS DEPUTIES WERE DISPATCHED TO THE 10 BLOCK OF LILY POND RD ON REPORT OF THEFT BY SWINDLE. FAMILY MEMBERS REPORT THEIR MOTHER BELIEVES SHE IS IN TALKS WITH ELON MUSH AND IS SENDING HIM MONEY VIA VARIOUS MEANS. THE MOTHER IS IN DENAIL AND REFUSES TO BELIEVE DEPUTIES AND FAMILY. PLEASE GO TO: https://mn.gov/commerce/money/fraud/senior-fraud/ AND MAKE A MAARC REPORT ONLINE AT https://mn.gov/dhs/people-we-serve/adults/services/adult-protection/ TO REPORT SIMILAR CASES AND SEEK RESOURCES

- **MISSING PERSONS –** 03/31/2026 (CN# 26-013-669) AT APPROXIMATELY 0832 HOURS DEPUTIES WERE DISPACTHED TO THE 10 BLOCK OF CREEKSIDE LN ON REPORT OF A MISSING PERSONS. CALLER REPORTED THEIR ADULT SON HAD NOT RETURNED HOME FROM A TRIP THE DAY BEFORE. DEPUTIES TOOK THEIR REPORT AND ENTERED THE SON AS A MISSING PERSONS. APPROXIMATELY FOUR HOURS LATER THE SON WAS LOCATED AND REMOVED FROM MISSING PERSONS.

SAFTEY TIP(S) – SPRING IS HERE (FOR NOW) WATCH FOR INCREASED FOOT TRAFFIC AND KIDS!

PLEASE REMIND YOUR CHILDREN THE NOHA TRAILS PROHIBIT EBIKES AND THAT THERE IS NO FISHING FOR BOTH NONRESIDENTS AND RESIDENTS ALIKE.

Bridget M. Nason
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245 telephone
(612) 337-9310 fax
email: bnason@kennedy-graven.com

MEMORANDUM

TO: Mayor and Members of the North Oaks City Council

FROM: Bridget M. Nason, City Attorney

DATE: April 13, 2026

RE: Discussion Regarding Draft Ordinance Regarding City Water System

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BACKGROUND

As part of the on-going code revisions process initiated last year with the recodification of the City Code, and in light of the recently approved JPA with White Bear Township for continued water service for portions of the City, the City Council will be asked to review and provide feedback regarding revised code provisions related to the city water system and city sewer system. The first ordinance for council discussion relates to the city water system.

The purpose of this ordinance is to update the city code related to the use and operation of city's water system. The ordinance addresses a number of items, including the following:

1. Establishes a clear process for connection to the city water system.
2. Establishes the timeline for billing related to water bills and authorizes the city to assess any unpaid water charges for collection with property taxes.
3. Clarifies that private wells are allowed in areas that are served by city water and may be used for irrigation purposes.
4. Establishes regulations related to use of water supplied by Shoreview and White Bear Township.

REQUESTED COUNCIL ACTION

The Council is asked to review the attached ordinance and provide feedback regarding the same The ordinance will then be revised and brought back to the council, along with a summary publication resolution for approval consideration at its May meeting.

CITY OF NORTH OAKS
RAMSEY COUNTY, MINNESOTA
ORDINANCE NO. _____

AN ORDINANCE ADOPTING CITY CODE TITLE V, CHAPTER 52, CITY WATER SYSTEM

THE CITY COUNCIL OF THE CITY OF NORTH OAKS ORDAINS AS FOLLOWS:

Section One. Adoption. Title V, Chapter 52 of the North Oaks City Code is hereby adopted as follows:

CHAPTER 52: CITY WATER SYSTEM

52.01 PUBLIC UTILITY; GENERAL OPERATION

The city municipal water system (hereinafter called the "city water system) shall be operated as a public utility for the convenience and welfare of the residents of the city from which revenue will be derived, subject to the provisions of this chapter. The city water system shall include the mains, valves, hydrants, service connections, wells, pumps, reservoirs, tanks, treatment plants, and other appearances of a water system but shall not include those lateral service lines extending from the curb stop to a building or structure.

52.02 UTILITY SUPERINTENDENT

The City's Public Works Director, or such other person as the council may appoint, shall serve as the City's utility superintendent who shall assume and discharge the responsibilities imposed by this chapter, along with such other duties as may be required or assigned to them by the council.

52.03 COMPLIANCE WITH PROVISIONS; VOLUNTARY CONNECTIONS

1. No person shall make, construct or install any water service installation or make use of any water service installation or make use of any water service which is connected to the city water system except in the manner provided in this chapter.

2. Notwithstanding anything in this chapter to the contrary and notwithstanding the provisions of any other city ordinances, it is hereby determined that there shall be no obligation imposed or deemed imposed on any property, parcel of land, property owner or occupant to connect to the city water system; provided, however, that any connection to the city water system, if made or requested, shall in all respects comply with the provisions of this chapter.

52.04 AUTHORITY TO TAP MAINS

No person except persons employed by the city shall tap any distributing main or pipe of the water supply system, or insert stopcocks or ferrules therein except by special permission of the city's public works director.

52.05 APPLICATIONS FOR WATER CONNECTIONS AND SERVICE; APPROVAL; FEES; CONSTRUCTION REQUIREMENTS

1. Applications:
    A. All applications for service installations and for water service shall be made to the city's utilities superintendent on forms furnished by the city.

    B. All applications for service installation shall be made by the owner or agent of the owner of the property to be served and shall state the size and location of service connection required, and the applicant shall, at the time of making application, pay to the city the amount of fees or deposit required for the installation of the service connection as hereinafter provided.

    C. When service connections have been installed, application for water service may be made to the city's utilities superintendent either by the owner, agent, tenant, or occupant of the premises.

2. Approval: The size of water service connections and meters shall be subject to approval of the city's director of public works.

3. Permit Required: No connection to the city water system may be made without a permit issued by the city's director of public works or the city council.

4. Basis Of Fees:
    A. The city water system, as constructed to date, heretofore has been installed by various developers in those areas served by the city water system. However, the city has determined that it is now necessary and desirable to amend and refine the method of recovering some or all of the future costs of constructing, operating, maintaining and improving the city water system through the imposition of charges as provided in this chapter.

    B. In imposing fees and charges, it is necessary to establish a methodology that undertakes to make them just and equitable. Taking into account the status of completion of the city water system in portions of the city, past methods of recovering city water system costs, and the factors set forth in the utilities act, it is determined that it would be just and equitable to assign responsibility for the future costs of constructing, operating, maintaining and improving the city water system primarily based on the methodology described in this chapter.

    C. The city has further determined that the city water system has not yet been extended to many areas of the city, and that if the city water system is eventually extended to serve currently unserved areas of the city, it is just and equitable to

impose charges for construction, maintenance and operation of the city water system on a different basis in the currently unserved areas compared to the balance of the city where the existing city water system has previously been constructed by developers.

D. To ensure that charges for the city water system are just and equitable, the city has further determined to impose fees for connection to the city water system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law. The fee to be charged for a connection to the water system shall be used for defraying the cost to the city of the following:

   i. The cost to the city for making any and all necessary inspections of such connection.
   ii. The cost to the city for repair of any street or roadway caused by or resulting from such connection.
   iii. The cost to the city for the installation of the service line running from the main to the stop box and the cost of installing the stop box.
   iv. The charge on a proportionate basis of the cost to the city of acquiring the core facilities of the city water system determined on a uniform and nondiscriminatory basis allocated on the basis of water consumed (including by reference to the size of water system facilities serving the subject property), by reference to a reasonable classification of the types of premises to which water service is furnished (including classifications based on the expected density of such premises), on an SAC unit basis (including by reference to density of such units), or any other equitable basis including a combination of the foregoing equitable basis. "Core facilities" as that term is used herein shall be deemed to include the wells, water towers, water mains and water trunk lines of or for the water system, and costs of core facilities include debt service and related financing costs in connection with obligations issued by the city to finance such improvements, depreciation, a reasonable reserve for capital replacement, and the costs of obtaining and complying with permits required by law.
   v. The city has further determined that it is fair and equitable, in light of the city's long term and ongoing costs of acquisition, maintenance and repair of the water system, to impose connection fees payable in part at the time property is platted or building permits are issued, whichever occurs first, and in part payable at the time when building permits are issued or when connection is made to the water system, whichever occurs first, and further that fees payable in the areas unserved by water service as of the date of adoption of this ordinance compared to the balance of the city may take into consideration the additional costs of installing the water system in such unserved areas.

E. Fees, Amounts: City water system connection fees, including the timing and manner of payment, shall be specified herein and in the city fee schedule.

Notwithstanding anything to the contrary in this chapter, such connection fees are in addition to and separate from rates for the use of water imposed under this chapter and the city fee schedule.

F. Relationship To Special Assessments: Notwithstanding anything to the contrary in this chapter, the city may determine that it is just and equitable to finance the capital costs of water system improvements in the areas of the city currently not served by the city water system or elsewhere in the city through special assessments under Minnesota statutes, chapter 429, provided that the city reasonably determines that the capital costs so financed are not otherwise financed from connection fees collected under this chapter.

G. Notice And Time For Connections:
   i. The plumber installing the connection or the owner or occupant of the property requesting the connection shall notify the city's public works director within twenty-four (24) hours after piping is completed and ready for meter installation, giving street address and permit number.
   ii. If, for any reason, the plumber or contractor laying the service pipe should fail to have the connection made at the time specified in their application, notice must be given the city's public works direct fixing another day on which they wish to make connection. The notice must be given at least two (2) days prior to the excavation for laying of the service pipe, and the connection must be made before four thirty in the afternoon (4:30 P.M.), except in special cases, and then the work shall be done only upon a written order from the city's public works director.

H. Construction Requirements:
   i. Location Of Stop Boxes: Curb stop boxes will be installed at a point on the property line most suitable to the property and shall be left in an accurate vertical position when backfilling is completed. Curb stop boxes will be installed at an approximate depth of seven feet (7') below the grade established by the engineer.
   ii. Supervision By Plumber: All piping connections from curb box to house supply piping shall be made under the supervision of a plumber or sewer contractor licensed to perform such work in the city.
   iii. Laying Service Pipes: Every service pipe must be laid sufficiently waving to allow not less than one foot (1') of extra length and in such manner as to prevent rupture by settlement. The service pipe must be placed no less than seven feet (7') below the surface and in all cases so arranged as to prevent rupture by freezing. Service pipes must extend from the curb box to the inside of the building, or, if not taken into a building, then to the hydrant or other fixtures which it is intended to supply.
   iv. Specifications: All service lines, corporation cocks, curb stops and curb boxes installed to or connected with the city's water system shall conform with the specifications established by the city engineer or public works director.

I. Inspections: The city's director of public works or engineer shall examine all applications before construction is begun, and after the construction and/or connection is complete, the city's public works director shall be notified. It shall

be unlawful to cover any connecting line until an inspection has been made and such connection and the work incident thereto has been approved by the city as a proper and suitable connection.

J. Billings: Water billings shall start at the time of the installation of the water meter.

52.06 EXCAVATION WORK

1. Connections or installation work or repair of connection to the city's water system including grades, bends, and backfilling shall be performed under the direction and supervision of the city's director of public works only by persons duly licensed by the city to perform such work. No such work shall be covered or backfilled until directed by the inspection department.

2. All such work and excavations shall be protected by barricades and warning markers and lights reasonable and suitable to the purpose.

3. All backfilled trenches shall be compacted with mechanical equipment to one hundred percent (100%) of proctor density of the backfilled material. Where excavation is in soil that, in the opinion of the city's public works director or the engineer, is not suitable for backfilling, such material shall be disposed of, and suitable approved granular material shall be used for such backfill. All street excavations shall be filled and compacted as directed by the city engineer.

52.07 AUTHORITY TO TURN ON WATER

No person, except an authorized city employee, shall turn on or off any water supply at the stop box without permission from the city's public works director.

52.08 SUPPLY FROM ONE SERVICE ONLY; EXCEPTIONS

1. No more than one housing unit or building shall be supplied from one service connection except by special permission of the council or the city's public works director.

2. No person shall permit water from the city's water system to be used for any purpose except upon the property where the water service connection is located unless written consent is obtained from the council or the city's public works director.

52.09 WATER METERS

1. Metered Water Required; Use Of Water: Except for extinguishment of fires, no person, except authorized city employees, shall use water from the water system or permit water to be drawn therefrom, unless the same is first metered by passing through a meter supplied or approved by the city.

2. Charge For Meter: Water meters with remote reading devices where required will be furnished to the consumer by the city upon payment of a service and maintenance charge

equivalent to the cost of the meter and reader to be installed. Service and maintenance charges will be determined from time to time by resolution of the city council or as part of the city fee schedule.

3. Ownership Of Meter: All water meters and remote meter reading devices shall be and remain the property of the city.

4. Reading Meters: Authorized city employees or agents shall have access at reasonable hours of the day to all parts of every building and premises connected with the water system for the purpose of reading of meters, water system inspections, and performing any service or maintenance of meters or remote meter reading devices, including replacement. Where access is required inside a building, authorized employees or agents shall be provided with access at a time mutually agreed upon with the property owner, but no later than forty-eight (48) hours after access is requested.

5. Repair And Maintenance: The city shall maintain and repair all meters and remote meter reading devices when rendered unserviceable through ordinary wear and tear or due to reaching the end of their service life and shall replace them, if necessary. However, where replacement, repair, or adjustment of any meter or meter reading device is rendered necessary by the act, neglect, including damage, carelessness or negligence of the owner or occupant of any premises, any expense caused the city thereby shall be charged against and collected from the water account holder or the property owner where the meter is located.

6. Tampering With Meters Prohibited: Unless authorized by the city's director of public works, no person shall connect, disconnect, take apart, or in any manner change, or cause to be changed, tamper, or interfere with any such meter.

7. Testing: At the written request of a property owner, the City shall have the meter tested. The cost for testing the meter shall be paid upfront by the property owner. If the meter is found to be faulty, the testing fee shall be returned. City staff shall have the ability to adjust water bills due to metering issues up to $250.00

52.10 RATES AND CHARGES

1. Established: The rates to be charged for the use of water furnished by the city's water system shall be determined from time to time by resolution or ordinance of the council and listed on the city's fee schedule.

2. Bills For Service; Payment: Water usage bills shall be calculated on a quarterly basis based on the preceding quarter's usage. All charges shall be due upon receipt and considered delinquent if not paid within thirty (30) days. A penalty of ten percent (10%) shall be assessed on the unpaid portions of all bills not paid within thirty (30) days. Any prepayment or overpayment of charges may be retained by the city and applied on subsequent cyclical statements.

3. Action To Collect Charges: Any unpaid charges shall constitute a lien against the property and shall be subject to assessment along with any administrative fees on the property owner's property taxes. The clerk may certify to the county auditor the amount due, together with a legal description of the premises served, and the county auditor shall enter such amount as part of the tax levy on said premises to be collected during the ensuing year. Such amount shall be collected and the collection thereof enforced in the same manner in all respects as real estate taxes subject to like penalty, cost and interest charges.

4. Accounts: All accounts shall be kept by property, under the account number assigned thereto, and by the name of the property owner or of the person signing the application for service. The owner of the property served by water shall be liable for all costs for water provided to the property, whether they are occupying the property or not, and even if the property is rented or used by other persons. All bills and notices sent out by the city shall be sent to the address as the property owner or account holder may specify.

52.11 RESPONSIBILITY FOR MAINTENANCE AND REPAIR

1. It shall be the responsibility of the consumer or owner to maintain the service line from the house or building to the stop box at the property line at the owner's sole expense. In case of failure upon the part of any consumer or owner to repair any leak within twenty four (24) hours after verbal or written notice thereof, the water will be shut off and will not be turned on until a fee as listed in the city's fee schedule has been paid and the leak repaired. When the waste of water is great, or when damage is likely to result from the leak, the water may be turned off immediately pending repairs.

2. It shall be the responsibility of the owner to repair the water service line from the house or building to the stop box at the property line or water main. The city shall repair the stop box and the service line from the stop box at the property line to the water main. The city shall be responsible for any replacements, upgrading or physical changes of the stop box and service line from the stop box to the main.

52.12 ABANDONED SERVICE

1. Discontinued Service: All service installations that have been abandoned or have not been used for three (3) years shall be discontinued at the main, and any expense of the city with respect to such abandonment shall be charged to the property.

2. New Buildings: When new buildings are erected on the site of old ones, and it is desired to increase or change the old water service, no connections with the mains shall be made until all the old services shall have been removed and the main plugged by the city, and any expense of the city in connection therewith shall be charged to such property.

52.13 USE OF FIRE HYDRANTS

No person other than authorized city employees, fire department personnel, or other persons authorized by city's public works director shall operate fire hydrants or interfere in any way with the water system

52.14 WATER USE RESTRICTIONS

The city operates the city's water system, which obtains its water from the city of Shoreview and White Bear Township. Water is provided to the city by various agreements. The city is required to comply with certain terms related to the water provided to it, including the adoption of certain conservation related measures and restrictions on per capita use of water. All customers served by the city water systems shall comply at all times with applicable ordinances, resolutions, and restrictions adopted by the city with respect to water usage by the customer. Failure to comply with such requirements shall be grounds for discontinuation of water service.

All owners or users of the municipal water service shall comply with the following:

1. Owners or users of the city water system shall not use water from the city water system for lawn sprinkling or irrigation if the water supplier (Shoreview or White Bear Township) advises the City that the water it provides to the city cannot be used for those purposes. All owners and users of the city water system shall comply with any such use restrictions as well as any limitations on the total amount of water allowed on a per capital basis as required by any state law, court order, or the terms of any agreement between the city and the entity providing the water to the city. Using water in a way that is prohibited or in an amount that exceeds any water use limit shall be grounds for discontinuation of water service, throttled water delivery, or such other legal remedies as may be allowed.
2. Unless specifically banned, hand watering of flowers or gardens is permitted.
3. The council may allow exemptions for the watering of new sod, trees, or landscaping for a specific period of time.

52.15 PRIVATE WATER SUPPLIES; CROSS CONNECTION CONTROL

1. Private wells may be established or maintained and continued in use for irrigation purposes only after connection is made to the water system, provided there is no means of or actual cross connection between the private well and city water supply at any time.

2. No water pipe of the city water system shall be connected with any pump, well, tank or piping that is connected with any other source of water supply.

52.16 RIGHT OF INSPECTION

The city, by any authorized employee or agent, shall have the right at all reasonable times to enter and be admitted to any lands and property in the city for the purpose of making inspection of materials, making meter readings, and making inspections of plumbing work and fixtures of all kinds used by or in connection with the water system.

52.17 DAMAGE TO, TAMPERING WITH SYSTEM

1. No person shall remove or damage any structure, appurtenance or property of the city water system, or fill or partially fill any excavation, or raise or open any gate constructed or maintained for the water system.

2. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the city water system.

52.18 IMPLIED CONSENT TO REGULATIONS

Every person applying for water service, every owner of property for which any such application is made, every person accepting water service, and every owner of property where such service is accepted shall be deemed, upon making such application or accepting such service, to consent to all rules, regulations, and rates as established by this chapter and as may hereafter be set forth and adopted by the council by resolution or ordinance; and further, shall be deemed to agree to hold the city harmless from any claim, damage, injury or loss caused by or in any way arising by reason of or related to their connection to or repair of their connection to the city water system, including, but not limited to, excavation work in connection therewith.

52.19 VIOLATION; DISCONTINUANCE OF SERVICE

Water service may be shut off at any stop box connection by the city whenever the owner or occupant of the premises served, or any person working on any pipes or equipment thereon which are connected with the water system, has violated or threatens to violate any of the provisions of this chapter or any regulation related to city water service.

Section Two. Effective Date. This Ordinance shall be in full force and effect following its passage and publication as provided by law.

Passed in regular session of the City Council on the ____day of _____, 2026.

CITY OF NORTH OAKS

By: _____
Krista Wolter, Mayor

ATTEST:

_____

Kevin Kress, City Administrator/City Clerk

JOINT POWERS AGREEMENT
BETWEEN
THE TOWN OF WHITE BEAR AND
CITY OF NORTH OAKS FOR WATER AND SEWER

This Joint Powers Agreement (Agreement) is made to be effective the day and year set forth below between White Bear Township, a statutory township under the laws of the State of Minnesota (Town) and the City of North Oaks, a municipal corporation under the laws of the State of Minnesota (City).

RECITALS

WHEREAS, on November 1, 1999 the Town and City entered into a Master Joint Powers Agreement (Existing Agreement) under which the Town agreed to provide the City with certain water and sanitary sewer services, and;

WHEREAS, pursuant to the terms of Section 8 of the Existing Agreement, the Town exercised its right to terminate the Existing Agreement due to its concern about the ability to provide ongoing water and sanitary sewer services to the City, and subsequent to the Notice of Termination, both the Town and City have been meeting on a regular basis for the purpose of negotiating an alternative agreement for providing water service and sanitary sewer service to residents of the City, and;

WHEREAS, the Town, subject to the terms of this Agreement, agrees to continue to provide those residents of the City, which the Town currently serves or has agreed in writing to serve, with water and sanitary sewer services.

PURPOSE

Minnesota Statutes § 471.59 provide that two or more governmental units, by agreement entered through action of their governing bodies, may jointly, or cooperatively, exercise any power, to the contracting parties or any similar powers including those which are the same except for the territorial limits within which they are exercised.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual undertakings, set forth herein, the Town and City agree as follows:

I. Definitions.

For the purposes of this Agreement, the terms used herein are defined as follows:

A. City Sewer System. All components of the sanitary sewer pipes located in the City that connect properties located within the City, whether publicly or privately owned. to the Town Sewer System and to the 6901 MCES Interceptor Line MH 9. City Sewer System also includes the sanitary sewer main located in Lino Lakes that serves the Rapp Farm

Development. The City Sewer System does not include service laterals that connect directly to structures or individual properties to collect sanitary sewer waste from the structure/property.

B. Town Sewer System. The Centerville Trunk Line and all sanitary sewer pipes that convey sewage from the Town and connect directly into the MCES Interceptor.

C. City Water System. All components of the water system that provide water to the City under this Agreement, whether publicly or privately owned, that are located or constructed in the City, including all water mains, lateral lines, valves, hydrants, and, upon installation, the large capacity water meters and meter pits. The City Water System shall include the existing lateral line located in both North Oaks and Lino Lakes that provides water to City residents in the Rapp Farm development. The City Water System does not include service laterals that connect directly to structures or individual properties to provide water directly to the structure/property.

D. Town Water System. All components of the water system that provide water to the City under this Agreement that are located in the Town or otherwise not part of the City Water System.

II. Town Duties and Responsibilities

A. Water to be Provided to Certain North Oaks Properties. The Town agrees to provide potable water to certain properties located within the City of North Oaks as detailed herein. The Town agrees that the water provided to the properties in the City will be charged to the City at a rate equal to one hundred twenty-five percent (125%) of the then-current Tier 1 residential water rate adopted by the Town and charged to its residents for Tier 1 residential water usage.

If the City has not installed all of the large capacity water meters/loop line pursuant to Section III(E)(1) and (2) herein by the deadlines contained in that section, the City and Town agree that the Town shall charge the City a higher rate for all water provided to the City that is not metered. All unmetered water shall be charged at a rate equal to the then-current Tier 3 residential water rate adopted by the Town and charged to its residents for Tier 3 residential water usage from the day after the deadline for installation of the large capacity water meters/loop line until such date as the required meters/loop line are installed. This Tier 3 rate shall only be charge for water provided during this time that is not provided through an installed large capacity meter/loop line. Once all of the required meters/loop line have been installed, the Town will again charge the City at a rate equal to one hundred twenty-five percent (125%) of the then-current Tier 1 water rates changed to its residents for all water provided to the City.

The Town shall only be required to provide water to those City properties and users located now or in the future within the boundaries of the service areas shown on the map attached hereto as Exhibit A (Exhibit A). Service areas are designated as areas to be provided with

water, sewer, or both sewer and water. At the time of execution of this Agreement, there are over 462 current City residences/businesses served by water from the Town.

In no event shall the City extend its City Water System in a manner that would utilize water provided by the Town to properties located outside the boundaries or properties shown on Exhibit A unless the Town agrees in writing to expand the service area to be served by the Town.

B. Sanitary Sewer to be Provided to Certain North Oaks Properties. The Town agrees to provide sanitary sewer waste collection to certain properties located within the City of North Oaks as detailed herein. The Town agrees that sanitary sewer services provided to the properties in North Oaks will be charged to the City at the same rates charged by the Town to its residents and businesses for sanitary sewer service as shown in the Town's fee schedule, as amended; additionally, all required MCES fees attributable to City usage shall be charged to and paid by City users as apportioned by the Metropolitan Council.

The Town agrees to provide sanitary sewer service to those properties and users located now or in the future within the boundaries of the service areas shown on Exhibit A, and agrees to permit current and future connections from properties as shown on Exhibit A to the Town Sewer System and to convey sanitary sewage to the existing Metropolitan Council regional interceptor.

In no event shall the City extend its City Sewer System in a manner that would utilize the Town Sewer System to properties located outside the boundaries or properties shown on Exhibit A unless the Town agrees in writing to expand the service area to be served by the Town.

III. City Obligations

A. Billing and Payment.

The Town will bill the City directly for all water and sewer charges and costs under this Agreement.

The City, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user of the City Water System supplied with water from the Town for water use. The Town shall have no responsibility to bill or collect any outstanding invoices due from users or properties served by water provided by the Town.

The City, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user of the City Sanitary System within the City boundary. The Town shall have no responsibility to bill or collect any outstanding invoices due from users or properties within the City boundary.

Nothing herein shall prevent the City from charging users within the City additional fees for water and sanitary sewer connection or service that the City may retain to pay for capital improvements, repair and maintenance costs, or any other use, availability, or connection charges authorized by statute or the City Code with respect to the City Water System and City Sewer System.

B. City Water System Maintenance Requirements.

The City shall be responsible for ensuring proper maintenance of the City Water System. The City shall maintain, or cause to be maintained, the City Water System in good working order in accordance with the American Waterworks Association standards for water systems. The City shall report to the Town's public works director any defects which occur in the City Water System. The City shall have an on-call employee or contractor available on a 24-hour basis for City Water System repairs.

The Town's Public Works Director, at the Director's reasonable discretion, shall have the authority to designate any defect in the City Water System as requiring emergency repair if the defect will have a significant impact on the use of the Town Water System by Town residents, or, if the defect will result in an unmonitored use of Town Water System. An unmonitored use of the Town Water System shall be defined as a main water break. In the event of an emergency, repair procedures shall occur as soon as reasonably possible, and nothing herein shall prevent the Town from taking reasonable and appropriate steps to protect the security of the Town Water System and the health, safety, and welfare of Town residents. All repairs and maintenance of the City Water System shall be completed in a reasonable time at the expense of the City or a third party other than the Town. All repairs, replacements, and improvements of the Town Water System shall be the responsibility of the Town and completed at the sole cost of the Town.

If a watermain break requires that other unmetered valves be opened to supply water during the emergency or repair the following protocol shall be followed:

1. City shall notify the Town Public Works Department on-call staff at 651-755-9828 of the watermain break and emergency and desire to open other unmetered valves (N1-N5, C1-C4, S1-S3).

2. Town Public Works Department shall be afforded the opportunity to meet with City personnel on-site to open the unmetered valves together as detailed in Paragraph 4 below.

3. During the timeframe of the open unmetered valves, water will not be metered. Calculation of water use shall be completed by counting the number of units supplied water during that timeframe and multiplying by the number of hours at a rate of 15 gallons per hour.

4. If unmetered valves are opened for fire or other emergency, water shall be measured as shown in Paragraph III(B)(3) above and at 550 gallons per minute for each hydrant used during the emergency. Town Public Works must be notified on hydrant use during the emergency and advised regarding the minutes of use and operation.

5. Once the unmetered valves are ready to be closed, City shall notify the Town Public Works on call staff and meet on-site to close the unmetered valves and agree on the number of hours the unmetered valves were open. Regardless of the emergency or repair, the Town Public Works director or their designee shall be notified and must be afforded the opportunity to be on-site for any opening or closing of any unmetered valves at N1-N5, C1-C4, or S1-S3. The Town agrees to make the Town Public Works Director or their designee available for unmetered valve openings or shutoffs within four (4) hours of the City's request. If the Town Public Works Director or their designee is unavailable to meet for the unmetered valve opening or closing, the City may open or close the unmetered valve without the Town Public Works Director or their designee present; in such instance, the City will provide photos or videos to the Town documenting the opening or closing of unmetered valve. The Town may waive the requirement to be present for any unmetered valve opening or closing in writing, including via e-mail or text message.

6. The Town and City will regularly review all unmetered valves together.

In the event the waterlines or appurtenances in the City Water System require modification or replacement, the City, at its sole expense, shall be responsible for preparing plans and specifications for said modifications or replacements which plans or specifications shall be provided to the Town Public Works Director prior to the start of construction. All costs of construction shall be the sole responsibility of the City or a third party other than the Town.

Both the City and the Town agree to provide notice to the other party's public works director via email and/or voicemail prior to commencing any work on each party's Water System or Sewer System if such work could impact water or sewer service provided to either party's residents served by its Water System or Sewer System. Such notice shall be provided to the other party's Director of Public Works via email and/or phone call and shall be provided with sufficient time for the other party to take such actions as may be necessary to assess and respond to any impact to its residents. The City hereby grants the Town a license and permission to make whatever repairs the Town deems necessary to the City Water System in the event of an emergency, to the extent that the City has the right to grant this permission, in light of the private nature of the City's roads and the existing City Water System.

C. Compliance with Settlement Agreement Terms.

The Town has informed the City that it is subject to the terms of a settlement agreement reached in the case entitled *White Bear Lake Restoration Association ex. rel. State of Minnesota vs. Minnesota Department of Natural Resources, Commissioner of the Minnesota Department of Natural Resources* Ramsey County District Court File No. 62-CV-13-2414, which the parties understand may be modified in the future. The City hereby agrees to adopt the necessary ordinances enforcing all terms and conditions of the settlement agreement, as it may be modified, on those users served by water provided by the Town through the City Water System.

The Town shall monitor water usage by users located within the City under this Agreement, and in the event said City water usage exceeds the per capita limit set forth for the Town in the settlement agreement, the Town shall notify the City of said exceedance, and the City shall take reasonable actions relative to the settlement agreement necessary to cure said exceedance. The Town reserves the right to adjust the water flow at each of the large capacity water meters, once installed, to bring the water usage of water users located within the City of North Oaks and supplied by the City Water System into conformance with the terms of the per capita water usage in the settlement agreement. Before adjusting said water flow, the Town shall provide the City with written notice thirty (30) days prior to the Town taking steps to limit the water flow to the City. Customers served by water from the Town on the City Water System shall be treated in the same manner as residents of the Town served by Town water with respect to any limitations on water service or usage. The City shall provide reasonably available information regarding the number of City residents residing in properties served by water from the Town for the purpose of calculating the per capita water usage of City residents served by water provided by the Town for purposes of determining compliance by the City with the terms of this Section C.

If a DNR systemwide model is ordered, the City shall pay a proportionate share of the costs assessed to the Town for the modeling based on the proportion of City users of the Town Water System to all users of the Town Water System.

D. City Sanitary Sewer System Maintenance Requirements.

The City shall be responsible for the maintenance of the City Sanitary Sewer System at its sole expense, and shall, or shall cause a third party, to maintain the City Sanitary Sewer System in good working order in accordance with the Town's minimum maintenance standards policy for sanitary sewer lines. The Town Sanitary Sewer System shall be owned and maintained by the Town at the Town's sole expense.

The City shall report to the Town's public works director any defects which occur in the City Sewer System. The City shall have an on-call contractor or employee available on a 24-hour basis for City Sewer System repairs. The Town's Public Works Director, at the Director's reasonable discretion, shall have the authority to

designate any defect in the City Sewer System which will have a significant impact on the use of the Town's sanitary sewer system by Town's residents. In the event of an emergency, repair procedures shall be taken as soon as reasonably possible, and nothing herein shall prevent the Town from taking appropriate steps to protect the security of the Town's systems and the health, safety, and welfare of Town residents. This shall include but not be limited to the Town making those repairs it deems necessary to the City Sewer System. It is hereby understood that the City hereby grants the Town a license and permission to make whatever repairs the Town deems necessary pursuant to this Paragraph D, to the extent the City has the right to grant this permission, in light of the private nature of the City's roads and private nature of the existing City Sewer System. All repairs and maintenance to the City Sewer System, whether performed by the City, City's contractor, third parties, or the Town, shall be completed in a reasonable time at the expense of the City or a third party other than the Town.

In the event any component of the City Sanitary Sewer System requires modification or replacement, the City, at its sole expense, shall be responsible for preparing plans and specifications for said modifications or replacements, which plans or specifications shall be provided to the Town public works director in writing prior to start of construction. All costs of construction, including preparation of plans, shall be the sole responsibility of the City or a third party other than the Town.

E. Installation of Water Meters and Alternative Water Main.

The Town and the City agree that the City shall take certain additional steps to ensure accurate metering of water provided by the Town to the City. These additional steps are described below and depicted on the attached Exhibit B.

1. Installation of Large Capacity Water Meters. On or before December 31, 2026, at its sole expense, the City shall construct or cause a third party to construct four (4) meter pits and install four (4) large capacity water meters in the general locations designated as N2, N4, C1 and S1 on the attached Exhibit B. Upon completion of installation and acceptance of operability, City will close existing gate valves at locations N1, N3, N5, C2, S2 and S3. Once accomplished, all water provided by the Town to the City will be metered, with the exception of the connection points designated as C3/C4 (limited to one multi-family building on a master meter until the new trunk line or meter pit are installed; then up to two multi-family buildings). Until such time as the new trunk line or meter pit and large capacity meter are installed pursuant to Section 2 below, for water provided through C3/C4, the City will provide usage rates taken from the one master meter installed at that connection point as well as documented and estimated flushing activities.

   Following installation, ownership and maintenance of the large capacity water meters shall be the responsibility of the City. Maintenance shall be completed in accordance with the manufacturer's maintenance specifications. The City shall

provide calibration information and related information regarding its maintenance of the water meters upon request of the Town and at a minimum of once per year. If a meter is found to be off by more than five percent (5%), the City agrees to implement twice a year calibrations of such meter until there are two (2) consecutive readings where the meter is off by less than five percent. The Town is hereby granted access to the water meters to the extent that the City has the right to grant this permission, in light of the private nature of the City's roads and the existing City Water System, and may periodically inspect them as desired and will notify the City when the Town wishes to access the meters. The Town and City will not charge each other for periodic inspections, checking valves, or similar activities.

The large capacity meters shall be read by City personnel by the last working day of each calendar quarter of each year for the purpose of determining water use. The City shall then report said water usage to the Town within seven (7) working days from the date the reading was recorded. Individual residential or master meters shall also be read by City personnel, and all readings will be supplied to the Town on the same schedule as the large capacity meters. A quarterly statement for the total water use charge for all City water users served by water from the Town as calculated by the Town finance department shall be mailed to the City within fifteen calendar days after the end of each calendar quarter. Statements shall be due and payable on or before the first day of the second month following the billing period described in the statement.

The Town hereby grants the City permission to install the meter pits and water meters in the general area depicted on the attached Exhibit B and shall take such other actions as may be required to provide the City with the legal right to install the meter pits and water meters. To the extent that the meter pits and water meters are located in Ramsey County right-of-way or on privately-owned property, the City shall secure the written permission of the underlying fee owner or easement holder for the City and its agents, including the Town, to access the meter pit locations prior to installation of the same.

2. Installation of New Trunk Line. On or before December 31, 2027, the City shall either:
    a. Construct, or cause a third party to construct, at its sole expense, a new trunk line and related water main appurtenances (including laterals, gate valves, etc.) as generally depicted in Exhibit B, that will connect the area currently served through C3/C4 to the area served through C1. Upon completion of installation and acceptance of operability by the Town, the City will close the gate valves at locations C3 and C4, and all water serving this area will be metered through connection C1; or

    b. Construct, or cause a third party to construct, at its sole expense, a new meter pit and install a large capacity meter at location C3 and close the gate valve at location C4. Upon completion of installation and

acceptance of operability by the Town, all water serving this area will be metered through connections C1 and C3

c. Until this new trunk line is completed, the Town will bill the City for use based off readings from the Master Meter for Hill Farm Condominiums served by an unmetered valve until trunk line construction is completed.

3. Other Water or Sanitary System Improvements. Plans for work with the City Systems shall be provided to the Town for any additional watermain looping, additional meters, or other revisions to the Water or Sanitary Sewer System served by the Town prior to work occurring. Amendments to the JPA may be needed for new water or sanitary system improvements.

4. Expansion of City Water System (Additional Connections). There are capacity limitations to the Town's Water and Sanitary Sewer Systems and other water usage restrictions as noted in Paragraph III C. The Town reserves the right to deny any new connections to these systems not included within the boundaries shown on Exhibit A. If engineering study is needed to review the capacity of the system for connections on property located within the City and outside of the service areas shown on Exhibit A, the Town will hire a consultant for the study and will bill the cost of the study to the City. It is recognized that the Town has made a significant investment into its water and sanitary sewer systems, including but not limited to wells, water treatment, lift stations, and water or sanitary system distribution piping. Any new user served by this system must pay their fair share to access this system. If the City desires to add additional users of the water or sanitary sewer systems served by the Town, the following protocol shall be followed:

a. City shall notify Town of the new development or new home wishing to be served by the Town water or sanitary sewer system.

b. City shall provide the Town with plans for the new home or development.

c. Town shall charge the standard connection charges as defined in the Town Fee Schedule (then in effect) and issue a connection permit for the work.

d. Water service to the new development or new home shall not be turned on until all connection fees have been paid.

F. Indemnification. The City agrees to indemnify, defend and hold the Town and its Board harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, or expenses brought by third parties against the Town in the event any component of the City Water System or City Sewer System fails and causes damages to third parties or their property.

IV. Additional Terms

A. Commencement. This Agreement between the Town and City shall commence on the date on which the last party to this Agreement executes the Agreement.

B. Termination. Either party shall have the right to terminate this Agreement without cause upon delivery to the other party a written notice of termination. Said notice shall be effective no earlier than two calendar years from the date set forth on the written notice.

In the event either party alleges a breach of any term of this Agreement, said allegation shall be placed in writing and the breaching party shall be given 30-days to cure the breach, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure. If the breach is not cured within that time, then in that event, the party who served the notice of breach shall have the right to terminate this Agreement upon an additional 180 days' notice to the other party. Should a party disagree with the allegation of non-performance, the parties agree to first mediate the matter; the 180 day termination timeframe shall be stayed and shall not begin until after completion of mediation.

C. Amendments. No modification or amendment to this Agreement shall be effective until such time as the proposed modification or amendment is approved by the Town Board of the Town and the City Council of the City, including but not limited to amendments related to required capital improvements to the City water system or City sewer system.

D. Non-waiver. Any failure to raise a breach or non-performance of any term of this Agreement at the time the breach or non-performance occurs shall not act as a waiver of said breach or non-performance. The non-breaching party shall have the right to raise the breach or non-performance at any time in the future. All obligation of this Agreement shall continue up to and include the date of termination by either party.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

F. Notices. Any and all notices and demands by or from the Town or by and from the City shall be in writing and shall be validly given or made if served either personally or deposited in the United States Mail, and certified or registered, postage prepaid, return receipt requested. If such notice be served personally, service shall be conclusively deemed and made at the time of such personal service. The such notice or demand be served by registered mail or certified mail in the manner herein provided, with a copy of the notice sent via e-mail to the e-mail address shown on the party's website for its City Administrator/Town Administrator, and service shall be conclusively deemed made 48-hours after the deposit thereof in the United States

Mail addressed to the party to whom such notice is to be given. Any notice or demand to the Town should be addressed to Town Clerk, Town of White Bear, 1281 Hammond Road, White Bear, Minnesota 55110. Any notice or demand to the City shall be addressed to City Administrator, City of North Oaks, 100 Village Center Drive, Suite 230, North Oaks, Minnesota, 55127.

G. No Third Party Recourse. Third parties shall have no recourse against the Town or City under this Agreement.

[The remainder of this document is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the day and year first written above.

WHITE BEAR TOWNSHIP

Dated: 3/27/26

By: Ed Prudhon
Its: Board Chair

By:
Its: Town Clerk

CITY OF NORTH OAKS

Dated: 3/30/2026

By: Kristin Wolter
Its: Mayor

By:
Its: City Administrator/City Clerk

EXHIBIT A
MAP OF AREAS TO BE SERVED BY WATER, SEWER, OR WATER AND SEWER BY THE TOWN

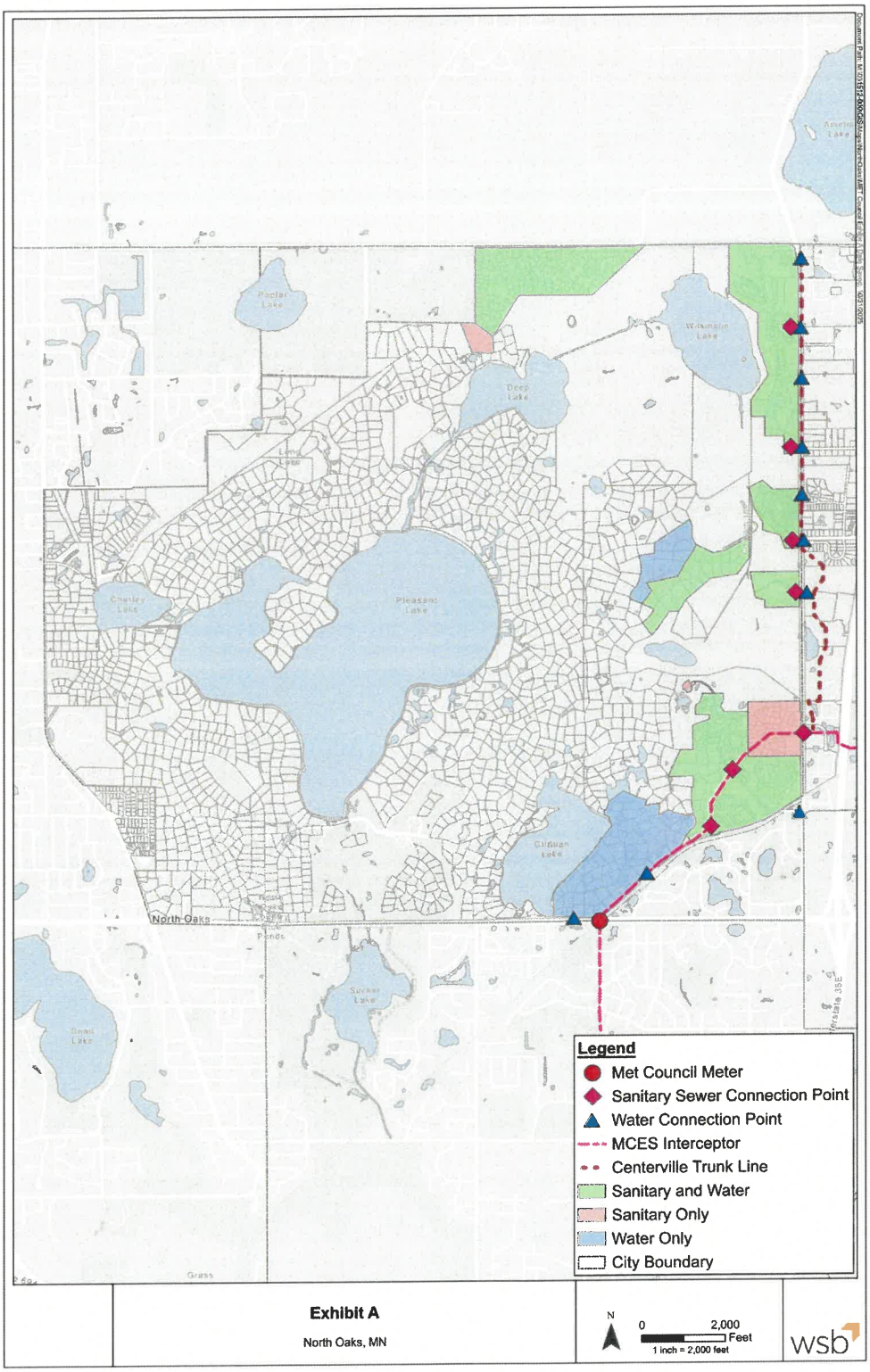
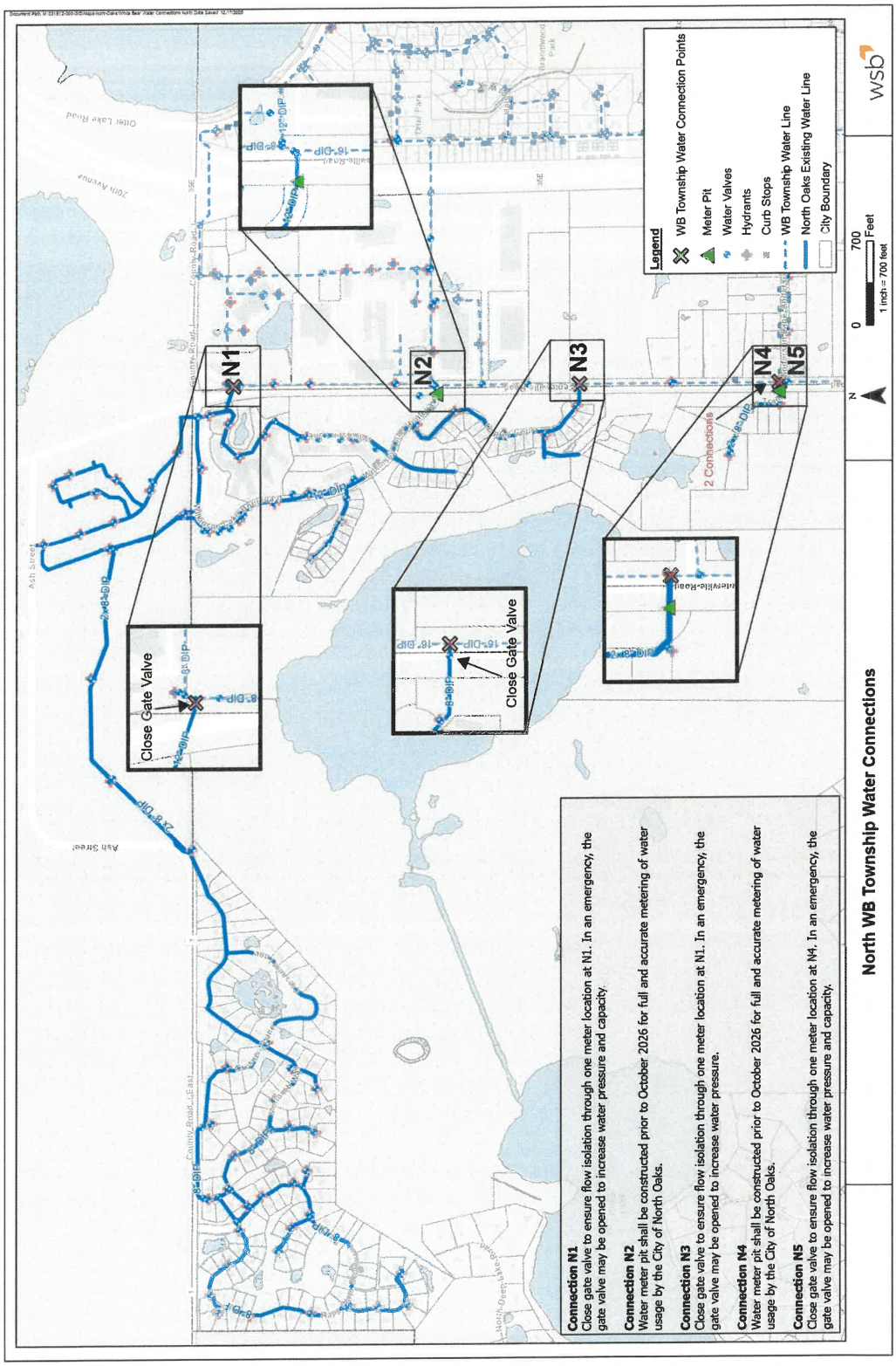


EXHIBIT B
ADDITIONS TO THE EXISTING WATER SYSTEM



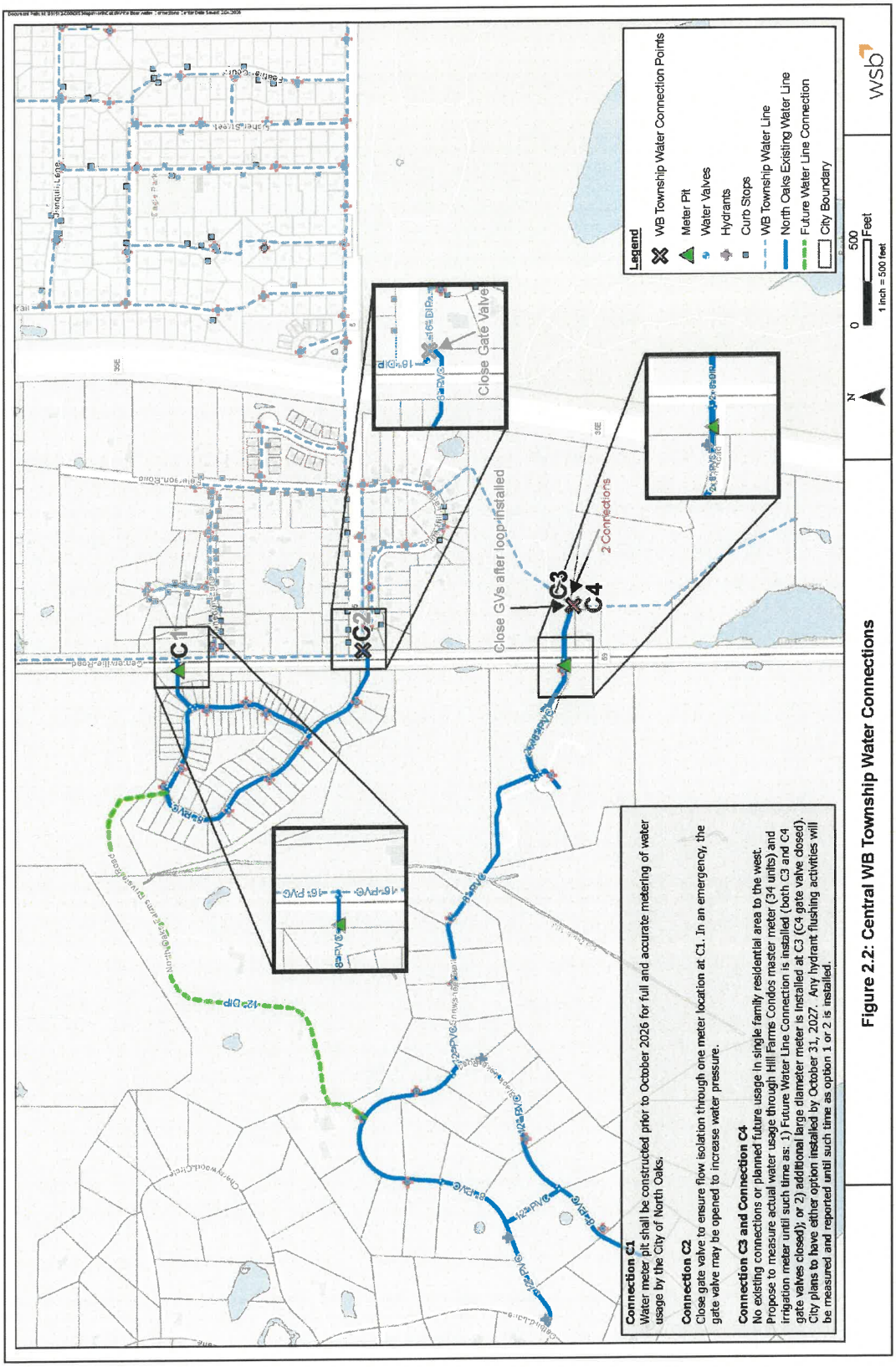
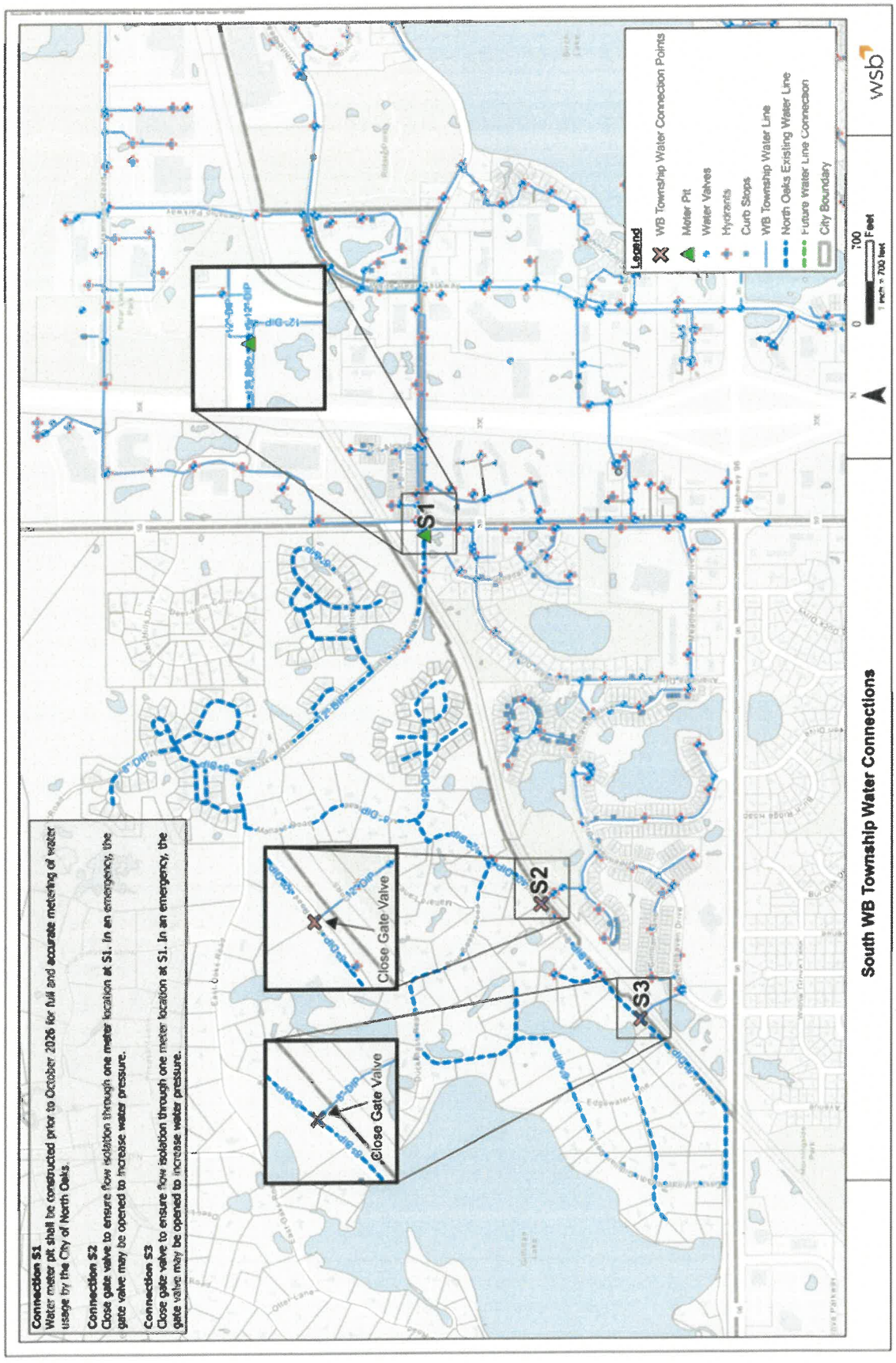


Figure 2.2: Central WB Township Water Connections


South WB Township Water Connections
Legend
WB Township Water Connection Points
Meter Pit
Water Valves
Hydrants
Curb Stops
WB Township Water Line
North Oaks Existing Water Line
Future Water Line Connection
City Boundary
S1
S2
S3
Close Gate Valve
Close Gate Valve
Connection S1
Water meter pit shall be constructed prior to October 2026 for full and accurate metering of water usage by the City of North Oaks.
Connection S2
Close gate valve to ensure flow isolation through one meter location at S1. In an emergency, the gate valve may be opened to increase water pressure.
Connection S3
Close gate valve to ensure flow isolation through one meter location at S1. In an emergency, the gate valve may be opened to increase water pressure.
wsb
0
700
Feet

JOINT POWERS AGREEMENT BETWEEN
THE TOWN OF WHITE BEAR,
CITY OF NORTH OAKS, AND THE CITY OF LINO LAKES

This Joint Powers Agreement Between the Town of White Bear, City of North Oaks, and the City of Lino Lakes ("Agreement") is made to be effective as of the date listed below between the Town of White Bear, a statutory township under the laws of the State of Minnesota ("Town") and the City of North Oaks, a municipal corporation under the laws of the State of Minnesota ("North Oaks") and the City of Lino Lakes, a municipal corporation under the laws of the State of Minnesota ("Lino Lakes").

RECITALS

WHEREAS, a developer has proposed the construction of a new development located in Lino Lakes which requires sanitary sewer and water service;

WHEREAS, the proposed development consists of approximately 70 acres located near County Road J and Centerville Road, as depicted in Exhibit A, legally described Exhibit B, and referred to as the "Wilkinson Waters Development" or the "Project Area";

WHEREAS, the Project Area is planned for 340 residential units and approximately 34,000 square feet of commercial uses;

WHEREAS, the Project Area lies within Lino Lakes' Sanitary Sewer District No. 4 and water will eventually be provided by Lino Lakes to service the Project Area, though it presently does not have water or sewer service available from Lino Lakes;

WHEREAS, the Town provides water to North Oaks through a connection point ("Town Water Delivery Point") located approximately 2000 feet south of the intersection of Centerville Road and Wilkinson Lake Boulevard/Ash Street;

WHEREAS, North Oaks, in conjunction with the North Oaks Company, operates and maintains a water system that has capacity to convey Town-provided water from the Town Water Delivery Point to the Project Area through pipes, conduits, and other infrastructure identified herein as the "North Oaks Water System";

WHEREAS, the Town has a trunk sanitary sewer main ("Centerville Trunk Line") which is owned by and located within the Town, and North Oaks, in conjunction with the North Oaks Company, operates and maintains existing sanitary sewer infrastructure that connects to the Centerville Trunk Line and has capacity to serve the Project area through a lift station, pipes, and other sewer infrastructure identified herein for the purposes of this Agreement as the "North Oaks Sewer System";

WHEREAS, the parties wish to enter into a joint powers agreement providing for the Town to supply sanitary sewer services and water to the Project Area as outlined in this Agreement.

PURPOSE

Minnesota Statutes Section 471.59 provides that two or more governmental units, by agreement entered through action of their governing bodies, may jointly, or cooperatively, exercise any power, to the contracting parties or any similar powers including those which are the same except for the territorial limits within which they are exercised. Here, as outlined herein, the Town, Lino Lakes, and North Oaks enter into this Agreement for the purpose of providing water and sanitary sewer services to property located within Lino Lakes.

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

1. Town Water Delivery Point. The connection point between the Town Water System and the North Oaks Water System located approximately 2000 feet south of south of the intersection of Centerville Road and Wilkinson Lake Boulevard/Ash Street as shown on Exhibit C.

2. North Oaks Water System. The water system owned, operated, and maintained by the City of North Oaks, in conjunction with the North Oaks Company, including all pipes and related infrastructure, that provides water from the Town Delivery Point, through Lino Lakes, and to properties located within the Rapp Farm Development.

3. North Oaks Sewer System. The sewer system owned, operated, and maintained by the City of North Oaks, in conjunction with the North Oaks Company, including Lift Station # 8 and Lift Station # 9, pipes, and other sewer infrastructure, that provides sewer service from the Centerville Trunk Line through Lino Lakes and to properties located within the Rapp Farm Development.

4. Town Sewer System. The sanitary sewer system owned, operated, and maintained by the Town including the Centerville Trunk Line.

5. Town Water System. The water system owned, operated, and maintained by the Town starting at the Town Water Delivery Point.

6. Wilkinson Waters Sewer System. The sanitary sewer system owned by Lino Lakes that provides sewer services to the Wilkinson Waters Development starting at its connection point(s) with the North Oaks Sewer System.

7. Wilkinson Waters Water System. The water system owned by Lino Lakes that provides water to the Wilkinson Waters Development starting at its connection point(s) with the North Oaks Water System inside the large capacity water meters located in Lino Lakes, including the large capacity water meters and meter pits.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual undertakings set forth herein, the Town, Lino Lakes, and North Oaks agree as follows:

I. The Town Duties and Responsibilities: Provision of Water and Connection to Sanitary Sewer System.

A. The Town will provide potable water to the Town Delivery Point which will then be conveyed through the North Oaks Water System into the Wilkinson Waters Water System and to the properties in the Project Area. All water provided to the Project Area shall pass through large capacity water meters which will be installed in Lino Lakes at the connection points between the North Oaks Water System and the Wilkinson Waters Water System to measure all water that is provided to the Project Area. The Town agrees that the water provided to the properties located in the Project Area will be charged to Lino Lakes at a rate equal to one hundred twenty-five percent (125%) of the then-current Tier 1 residential water rate adopted by the Town and charged to its residents for Tier 1 residential water usage.

B. The Town agrees to maintain its water and sewer infrastructure located within the Town at its sole expense.

C. The Town agrees that the properties located within the Project Area will be connected to the Lino Lakes Sewer System, and that wastewater from those properties will be conveyed to the Town Sewer System through the North Oaks Sewer System before ultimately entering the Metropolitan Council's regional interceptor. The Town agrees to maintain the Town Sewer System. The Town agrees to convey sanitary sewer waste from the Wilkinson Waters Development to the Metropolitan Council regional interceptor through the Town Sewer System.

The Town agrees that sanitary sewer services provided by the Town to the properties in the Project Area will be charged to Lino Lakes in accordance with Exhibit E, as amended; additionally, all required MCES fees attributable to Lino Lakes usage shall be charged to and paid by Lino Lakes as apportioned by the Metropolitan Council based on the wastewater flow adjustment methodology described in that Memorandum from Emma de Villla titled "Lino Lakes Wilkinson Waters development and District 4 wastewater planning," dated 1/28/2026. Any MCES fees paid by Lino Lakes to the Metropolitan Council for wastewater flows subject to this Agreement shall be deducted, dollar for dollar, from the sanitary sewer charges otherwise billed by the Town to Lino Lakes under this Agreement, if the MCES fees are included in the rates charged by the Town to Lino Lakes.

D. The Town will bill Lino Lakes directly for all water and sewer charges and costs under this Agreement. A quarterly statement for the total water and sewer use charges for all Lino Lakes water users served by water from the Town as calculated by the Town finance department shall be mailed to Lino Lakes within fifteen

calendar days after the end of each calendar quarter. Statements shall be due and payable on or before the first day of the second month following the billing period described in the statement. The Town shall provide North Oaks with a copy of the quarterly statement provided to Lino Lakes, and will adjust any quarterly water and sewer usage and billing statements between the Town and North Oaks (as agreed under a separate agreement for water/sewer service between the Town and North Oaks) to reflect a deduction equal to the Lino Lakes usage.

E. In no event shall Lino Lakes extend water service or sanitary sewer service to properties located within Lino Lakes but outside the Project Area in a manner that would require connection to the Town Water System or Town Sanitary Sewer System unless the Town and North Oaks agree in writing to the extension of such services beyond the Project Area. However, all parties understand and agree that sanitary sewer service for all of Lino Lakes Sewer District 4 is planned for through the Town Sanitary Sewer System and approval for future connection shall not be unreasonably withheld.

II. Lino Lakes Duties and Responsibilities.

A. Construction of Water and Sewer Facilities and Billing from the Town.

1. Lino Lakes, through the developer of the Wilkinson Waters Development, shall construct large capacity water meters located within meter pits in the Project Area at the locations shown on Exhibit C. Ownership, repair, and maintenance of the water meters and meter pits identified on Exhibit C shall be the responsibility of Lino Lakes. The large capacity meters shall be read by Lino Lakes personnel by the last working day of each calendar quarter of each year for the purpose of determining water use. Lino Lakes shall then report said water usage to the Town within seven (7) working days from the date the reading was recorded. A copy of this report shall be sent simultaneously to North Oaks.

2. It is recognized that the Town has made a significant investment into its water and sanitary sewer systems, including but not limited to wells, water treatment, lift stations, and water or sanitary system distribution piping. Any new user served by this system must pay their fair share to access this system. Lino Lakes will collect from the property owners/developers of property within the Project Area a per-unit hook-up fee at the time each residential development is approved or in the case of commercial buildings, issuance of a building permit for properties connected to the Town Water and Sanitary Sewer System. These fees will be turned over to the Town. The hook-up fees shall be as set forth in Exhibit E, as amended. Exhibit E may be amended from time to time by the Town, so long as the rates or charges set forth in Exhibit E are the same as the rates and charges imposed by the Town on Town residents.

Said fees may be in addition to the Trunk Utility Connection fee established by Lino Lakes and collected with each unit connection.

3. Lino Lakes shall be responsible for collecting the MCES Sewer Availability Charges (SAC) fees from all properties prior to connection to the Wilkinson Waters Sewer System. MCES SAC fees shall be paid directly to the Metropolitan Council.

4. There are capacity limitations to the Town's Water and Sanitary Sewer Systems and other water usage restrictions as noted in Section IV. The Town reserves the right to deny any new connections to these systems outside of the Project Area, consistent with Section I.E. The parties acknowledge that TKDA completed an engineering study dated April 22, 2021 evaluating system capacity. If the Town believes an additional or updated engineering study is needed to review the capacity of the system for connections on property located within Lino Lakes and outside of the Project Area, the Town and Lino Lakes shall work together in good faith to procure such study and to mutually determine the scope of work. Lino Lakes agrees to pay for the costs of that agreed-to study. It is anticipated that future development in Lino Lakes outside of the Project Area, but within Lino Lakes Sewer Subdistrict 4D, will occur, and that such future development will be connected to the Town Sewer System through the North Oaks Sewer System. As noted above, no such connection to the Town Sewer System may occur unless both North Oaks and the Town agree in writing to such connections. Lino Lakes and North Oaks agree that if such future connections are approved, and if the estimated sewage flows from all properties located in Lino Lakes exceeds 100,000 gallons a day, Lino Lakes will install a new large MCES meter and lift station north of Waverly Gardens (the "New Lino Lakes Lift Station") at its sole cost and expense or will pay for the necessary upgrades to Lift Station # 8 prior to such connections being made. Lino Lakes and North Oaks agree to mutually determine whether to upgrade Lift Station # 8 or proceed with installation of the New Lino Lakes Lift Station. At the time of any such additional connections, Lino Lakes will take over ownership and maintenance of Lift Station # 9 if requested by North Oaks, and North Oaks shall have the opportunity to direct sewage flows from Rapp Farm and the Waverly Gardens area to the New Lino Lakes Lift Station, if constructed. The parties agree that this Agreement will be updated at that time to reflect revised maintenance obligations and cost share responsibilities between Lino Lakes and North Oaks.

B. Billing and Payment.

1. Lino Lakes, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user within the Project Area for water use. The Town shall have no responsibility to bill or collect any

outstanding invoices due from properties served by water provided by the Town.

2. Lino Lakes, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user within the Project Area for sanitary sewer use. The Town shall have no responsibility to bill or collect any outstanding invoices due from properties served by the Town Sewer System.

3. Nothing herein shall prevent Lino Lakes from charging users within Lino Lakes additional fees for water and sanitary sewer service that Lino Lakes may retain to pay for capital improvements, repair and maintenance costs, or any other use, availability, or connection charges authorized by statute with respect to the Wilkinson Waters Water System and Wilkinson Waters Sewer System.

C. Lino Lakes Maintenance Requirements for Wilkinson Waters Water and Sewer Systems and Large Capacity Water Meters.

1. Lino Lakes shall be solely responsible for maintenance of the Wilkinson Waters Sewer System and the Wilkinson Waters Water System, including the large capacity water meters. Lino Lakes shall maintain the same in good working order in accordance with the American Waterworks Association standards for water systems and the Town's minimum maintenance standards for sanitary sewer lines. Lino Lakes shall report to the Town's and North Oaks' public works director any malfunction, misread, miscalibration or other defects in the large capacity water meters. Lino Lakes shall have an on-call employee or contractor available on a 24-hour basis for Wilkinson Waters Water System repairs. The Town's and North Oaks' Public Works Director, at the Director's reasonable discretion, shall have the authority to designate any defect in the Wilkinson Waters Water System as requiring emergency repair if the defect will have a significant impact on the use of the Town's Water System by town residents, or if the defect will result in an unmetered use of water from the Town Water System. Lino Lakes shall complete maintenance of the large capacity water meters in accordance with the manufacturers' maintenance specifications. Lino Lakes shall provide calibration information and related information regarding maintenance of the meters upon request to the Town or North Oaks, and at a minimum of once per year. If a meter is found to be off by more than five percent (5%), Lino Lakes agrees to implement twice a year calibration of such meter until there are two (2) consecutive readings where the meter is off by less than five percent (5%). North Oaks and the Town are hereby granted access to the large capacity meters for inspection purposes.

D. Lino Lakes' and North Oaks' Responsibility for Maintenance of and Proportionate Share of Costs for North Oaks Water and Sewer Systems.

1. Notwithstanding the ownership and location of the North Oaks Sewer System, Lino Lakes agrees to maintain that portion of the North Oaks Sewer System, including the sanitary sewer force main and pipes, between Lift Station # 8 (the Waverly Gardens Lift Station) and Lift Station # 9 (the Rapp Farm Lift Station). Maintenance shall comply with North Oaks' and the Town's minimum maintenance standard policies for sanitary sewer lines.

2. Notwithstanding the ownership and location of the North Oaks Water System, Lino Lakes agrees to maintain that portion of the North Oaks Water System located in Lino Lakes. Maintenance shall comply with the American Waterworks Association standards for water systems.

3. In exchange for Lino Lakes' maintenance of that portion of the North Oaks Sanitary Sewer System and North Oaks Water System described above, North Oaks agrees to maintain the North Oaks Sewer System from Lift Station # 8 to the point of connection with the Town Sanitary Sewer System. Maintenance shall be provided as detailed on Exhibit D. Lino Lakes and North Oaks will share responsibility for maintenance of Lift Station # 8 as detailed on Exhibit D. North Oaks shall be solely responsible for maintenance of Lift Station # 9.

4. In the event that repairs, replacements, upgrades, or other improvements exceeding $2,000 (a "Capital Improvement") are required to Lift Station # 8, that portion of the North Oaks Sanitary Sewer System from Lift Station # 8 to the point of connection with the Wilkinson Waters Sanitary Sewer System, or that portion of the North Oaks Water System from the Town Water Delivery Point to either of the large capacity water meters located in Lino Lakes serving the Wilkinson Waters Development, Lino Lakes and North Oaks agree that each will be responsible for paying a proportionate percentage of the costs of the Capital Improvements.

   The "proportionate percentage" of any Capital Improvement expenses shall be calculated based on the number of SAC units for each building or structure connected to the North Oaks Sewer System at the time of Capital Improvement. By way of example, if the buildings or structures on properties located within North Oaks and connected to the North Oaks Sewer System had a total of 60 SAC units assigned to them, and the buildings or structures on properties located within Lino Lakes and connected to the North Oaks Sewer System had a total of 40 SAC units assigned to them, North Oaks would be responsible for 60% of the Capital Improvement Expenses and Lino Lakes would be responsible for 40% of the Capital Improvement Expenses.

5. Lift Station # 8 has been studied and found to have sufficient capacity to accept the anticipated sanitary sewer flows from the Wilkinson Waters

Development. If at any time it is determined that the lift station cannot in fact handle the flow from the Wilkinson Waters Development, the lift station shall be upgraded in order to handle the flow from the Wilkinson Waters Development at the sole expense of Lino Lakes.

6. Except as identified above, the cost of any repairs, replacements, upgrades, or improvements to the North Oaks Water System or the North Oaks Sewer System shall be the sole responsibility of North Oaks.

III. North Oaks Duties and Responsibilities.

A. North Oaks agrees that water from the Town will be provided to the properties within the Project Area via the North Oaks Water System and that properties located within the Project Area will be connected to the Town Sewer System through the North Oaks Sewer System. Except to the extent the responsibility of Lino Lakes pursuant to Section II(D), North Oaks shall be responsible for ensuring proper maintenance of the North Oaks Water System and the North Oaks Sewer System, and shall maintain, or cause to be maintained, the North Oaks Water System in good working order in accordance with the American Waterworks Association standards for water systems. North Oaks shall report to Lino Lakes' and the Town's Public Works Directors any defects which occur in the North Oaks Water System. North Oaks shall have an on-call employee or contractor available on a 24-hour basis for North Oaks Water System repairs.

The Town's Public Works Director or Lino Lakes' Public Works Director, at the Director's reasonable discretion, shall have the authority to designate any defect in the North Oaks Water System as requiring emergency repair if the defect will have a significant impact on the use of the Town Water System by Town residents or Lino Lakes' Water System by Lino Lakes residents, or, if the defect will result in an unmonitored use of Town Water System. An unmonitored use of the Town Water System shall be defined as a main water break. In the event of an emergency, repair procedures shall occur as soon as reasonably possible, and nothing herein shall prevent the Town or Lino Lakes from taking reasonable and appropriate steps to protect the security of the Town Water System or the Lino Lakes Water System and the health, safety, and welfare of Town or Lino Lakes residents. Unless otherwise provided for in Section II(D), all repairs and maintenance of the North Oaks Water System shall be completed in a reasonable time at the expense of North Oaks or a third party other than the Town. All repairs, replacements, and improvements of the Town Water System shall be the responsibility of the Town and completed at the sole cost of the Town.

North Oaks shall report to the Town and Lino Lakes' public works directors any defects which occur in the North Oaks Sewer System. North Oaks shall have an on-call contractor or employee available on a 24-hour basis for North Oaks Sewer System repairs. The Town's Public Works Director or Lino Lakes' Public

Works Director, at the Director's reasonable discretion, shall have the authority to designate any defect in the North Oaks Sewer System which will have a significant impact on the use of the Town's sanitary sewer system by Town's residents or Lino Lakes' sanitary sewer system by Lino Lakes residents. In the event of an emergency, repair procedures shall be taken as soon as reasonably possible, and nothing herein shall prevent the Town or Lino Lakes from taking appropriate steps to protect the security of the Town's or Lino Lakes' systems and the health, safety, and welfare of Town or Lino Lakes residents. This shall include but not be limited to the Town or Lino Lakes making those repairs it deems necessary to the North Oaks Sewer System. It is hereby understood that North Oaks hereby grants the Town and Lino Lakes a license and permission to make whatever repairs the Town or Lino Lakes deem necessary pursuant to this paragraph, to the extent North Oaks has the right to grant this permission, in light of the private nature of the North Oaks' roads and private nature of the existing North Oaks Sewer System. All repairs and maintenance to the North Oaks Sewer System, whether performed by North Oaks, North Oaks' contractor, third parties, or the Town or Lino Lakes, shall be completed in a reasonable time at the expense of North Oaks and/or Lino Lakes as provided for herein, or a third party other than the Town.

B. North Oaks and Lino Lakes agree to maintain the North Oaks Water and Sanitary Sewer Systems as detailed herein, in Section II (D) and on Exhibit D.

IV. Effect of Settlement Agreement.

The Town has informed Lino Lakes that it is subject to the terms of a settlement agreement reached in the case entitled *White Bear Lake Restoration Association ex. rel. State of Minnesota vs. Minnesota Department of Natural Resources, Commissioner of the Minnesota Department of Natural Resources*, Ramsey County District Court File No. 62-CV-13-2414. Lino Lakes hereby agrees to adopt the necessary ordinances enforcing all terms and conditions of the settlement agreement as it relates to the Project Area. The Town shall monitor water usage by the residents within the Project Area. In the event said water usage exceeds the limit set forth in the settlement agreement, the Town shall notify Lino Lakes of said violation and Lino Lakes shall take all actions necessary to cure said violation. The Town reserves the right to adjust the water flow at each of the large capacity water meters located in Lino Lakes to bring Lino Lakes into conformance with the terms of the settlement agreement. Before adjusting said water flow, the Town shall provide Lino Lakes with written notice 30 days prior to the Town taking steps to limit the water flow to Lino Lakes. Lino Lakes shall provide reasonably available public information regarding the number of Lino Lakes residents residing in properties served by water from the Town for the purpose of calculating the per capita water usage of Lino lakes residents served by water provided by the Town for purposes of determining compliance by Lino Lakes with the terms of this Section.

V. Miscellaneous Terms.

A. Commencement. This Agreement between the Town, Lino Lakes, and North Oaks shall commence on the date on which the last governing body approves the Agreement.

B. Water Term. This Agreement shall have a term of ten years as it relates to the provision of water by the Town to the Project Area ("Initial Water Term"), with an option by Lino Lakes for two additional renewal terms of five years each (the "Water Renewal Terms"). The Initial Water Term and Renewal Water Terms may be collectively referred to as the "Water Term." At any point prior to the expiration of the Initial Water Term, Lino Lakes may provide written notice to the Town and North Oaks that it is exercising its first option for a five-year Renewal Water Term. Lino Lakes may exercise its second option for a five-year Renewal Water Term by providing written notice to the Town and North Oaks at least one year prior to the expiration of the first five-year Renewal Water Term.

C. Termination of Water Term. Following the Initial Water Term, any party shall have the right to terminate this Agreement as it relates to the provision of water by the Town to the Project Area without cause upon delivery to the other party a written notice of termination. Said notice shall be effective three calendar years from the date set forth on the written notice. This timeline may be waived by mutual agreement of the parties.

In the event either party alleges lack of performance by the other party, said allegation shall be placed in writing and the non-performing party shall be given 30-days to cure the non-performance. If non-performance is not cured within that time, then in that event, the party who served the notice of non-performance shall have the right to terminate this Agreement immediately.

Upon the termination or expiration of the Water Term, the Sanitary Sewer Term shall remain in full force and effect as provided for herein.

D. Sanitary Sewer Term. This Agreement shall have a term of ninety-nine (99) years as it relates to the provision of sanitary sewer services to the Project Area ("Sanitary Sewer Term"). Upon the expiration of the Sanitary Sewer Term, the parties may voluntarily enter into a renewal or extension by separate written agreement. The Sanitary Sewer Term may only be terminated by mutual written agreement of the parties.

E. Notice. Any and all notices and demands relating to this Agreement shall be in writing and shall be validly given or made if served either personally or deposited in the United States Mail, and certified or registered, postage prepaid, return receipt requested. If such notice be served personally, service shall be conclusively deemed and made at the time of such personal service. The such notice or demand be served

by registered mail or certified mail in the manner herein provided, and service shall be conclusively deemed made 48-hours after the deposit thereof in the United States Mail addressed to the party to whom such notice is to be given. Any notice or demand shall be addressed as follows, or to such other address as a party may provide the other parties in writing:

To the Town: Town Clerk
Town of White Bear 1281 Hammond Road
White Bear Township, MN 55110

To North Oaks: City Clerk
City of North Oaks
100 Village Center Drive, Suite 150 North Oaks, MN 55127

To Lino Lakes: City Clerk
City of Lino Lakes
600 Town Center Parkway Lino Lakes, MN 55014

F. Amendments. No modification or amendment to this Agreement shall be effective until such time as the proposed modification or amendment is approved by the Town Board of the Town and the City Councils of Lino Lakes and North Oaks.

G. Non-waiver. Any failure to raise a breach or non-performance of any term of this Agreement at the time the breach or non-performance occurs shall not act as a waiver of said breach or non-performance. The non-breaching party shall have the right to raise the breach or non-performance at any time in the future. All obligation of this Agreement shall continue up to and include the date of termination by either party.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

I. No Impact on White Bear Township/North Oaks Joint Powers Agreement. The Parties agree that the purpose of this Agreement is to outline the terms and conditions related to providing water and sewer service to the properties located in the Project Area. The Parties acknowledge that the Town provides water and sewer service to North Oaks pursuant to a separate Joint Powers Agreement (the "Two Party JPA"). Nothing in this Agreement is intended to modify or supersede any of the terms of that Two Party JPA, with the exception of the North Oaks Water and Sewer System cost and maintenance obligations imposed on Lino Lakes by this Agreement and the requirements imposed on Lino Lakes related to the Wilkinson Waters Water and Sewer Systems.

J. Termination of Existing Three-Party Joint Powers Agreement. The Town, Lino Lakes, and North Oaks previously executed that Rapp Farm Master Joint Powers

Agreement Between the Town of White Bear, the City of Lino Lakes, and The City of North Oaks, effective June 1, 2004 (the "Prior Three-Party Agreement"). The Parties hereby agree that that Prior Three-Party Agreement shall be terminated effective as of the date this Agreement is executed by all Parties and becomes effective.

K. No Third-Party Recourse. Third parties shall have no recourse against the Town, Lino Lakes, or North Oaks under this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the day and year first written above.

TOWN OF WHITE BEAR

Dated: 4/6/26

By: Ed Prudhon
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Clerk

CITY OF LINO LAKES

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Clerk

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the day and year first written above.

TOWN OF WHITE BEAR

Dated: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: 4/9/26

By: Kristi Wolter
Its: Mayor

By: _____
Its: City Clerk

CITY OF LINO LAKES

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Clerk

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the day and year first written above.

TOWN OF WHITE BEAR

Dated: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Clerk

CITY OF LINO LAKES

Dated: 4/9/26

By: _____
Its: Mayor

By: _____
Its: City Clerk

Exhibit A

Depiction of the Project Area

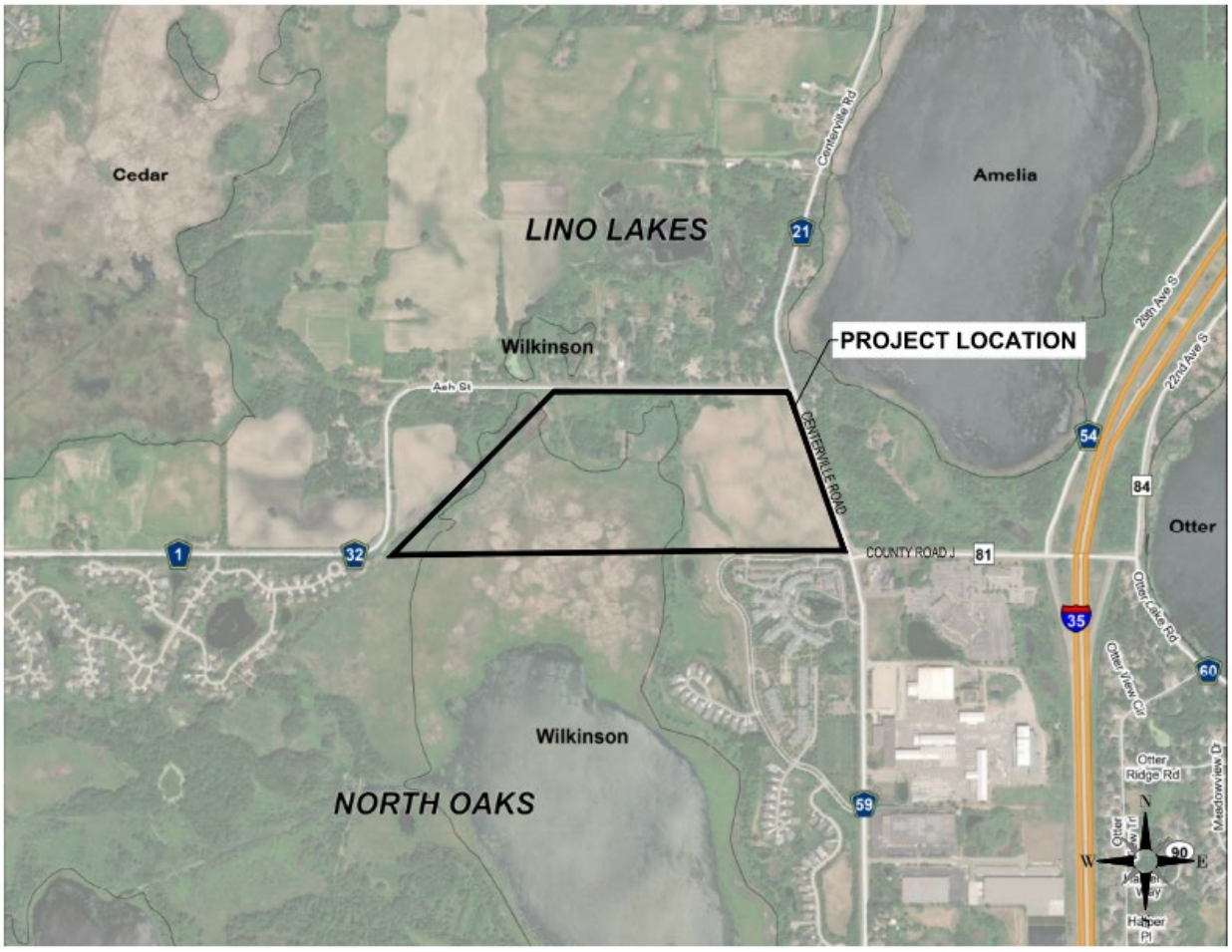


Exhibit B

Legal Description of the Project Area

The East Half of the Southeast Quarter of the Southeast Quarter (E1/2 SE1/4 of SE 1/4) of Section 34, Township 31, Range 22, East of St. Paul Water Works, Anoka County, Minnesota.

AND

That portion of Government Lot 5, Section 35, Township 31, Range 22 West, lying west of the centerline of Centerville Road, Anoka County, Minnesota.

AND

Except the South 300 feet thereof, and except the North 170 feet of the South 470 feet of the East 210 feet thereof of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) and Except the South 470 feet of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW1/4 of SE l/4 of SE 1/4): that part of the West three-quarters of the South half of the Southeast one-quarter (W3/4 S1/2 SE1/4) Section 34, Township 31, Range 22 lying southeasterly of the presently existing Water Department right-of-way (meaning thereby the right-of-way easement for conduit purposes of the St. Paul Board of Water Commissioners), Anoka County, Minnesota.

AND

The South Four Hundred Seventy (470) feet of the Southwest Quarter of Southeast Quarter of Southeast Quarter (SW1/4 of SE1/4 of SE1/4) of Section Thirty-four (34), Township Thirty-one (31) North, Range Twenty-two (22) West and also the South Four Hundred Seventy (470) feet of the East Two Hundred Ten (210) feet of the Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4) of said Section Thirty-four (34): and also, except the East Two Hundred Ten (210) feet, all that part of the South Three Hundred (300) feet of the Southwest Quarter of Southeast Quarter (SW1/4 of SEl/4) of said Section Thirty-four (34) lying Easterly of St. Paul Water Works right of way; and also all that part of the South Twenty-five (25) feet of the Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4) of said Section Thirty-four (34) lying Westerly of said right of way; and also all that part of the South Twenty-five (25) feet of the Southeast Quarter of Southwest Quarter (SE1/4 of SWl/4) of said Section Thirty-four (34) lying Easterly of the County Road, Anoka County, Minnesota.

Exhibit C

Depiction of the location of the water and sewer lines in Lino Lakes, North Oaks and White Bear Township.

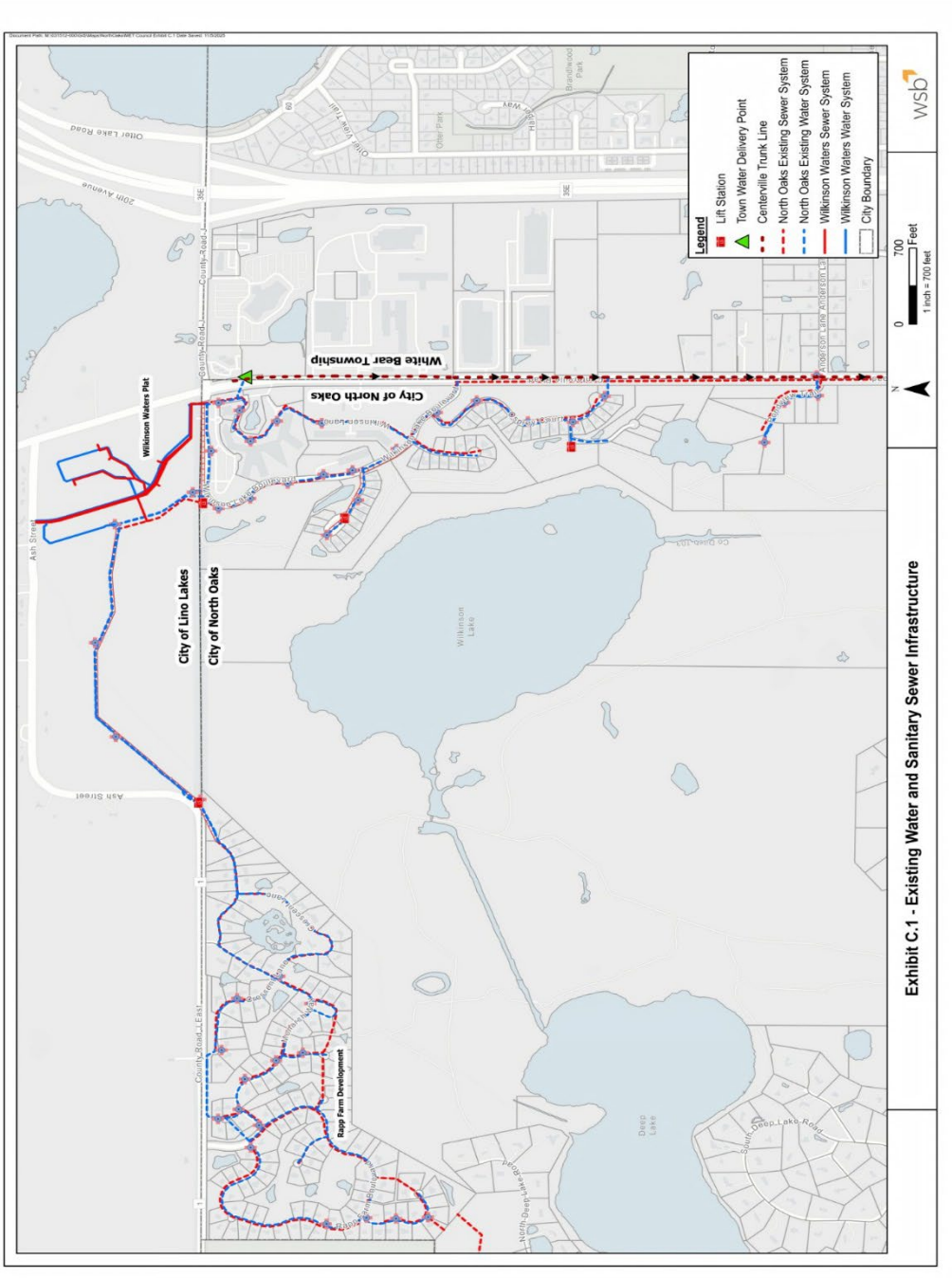




Exhibit C.2 - Water System Definitions

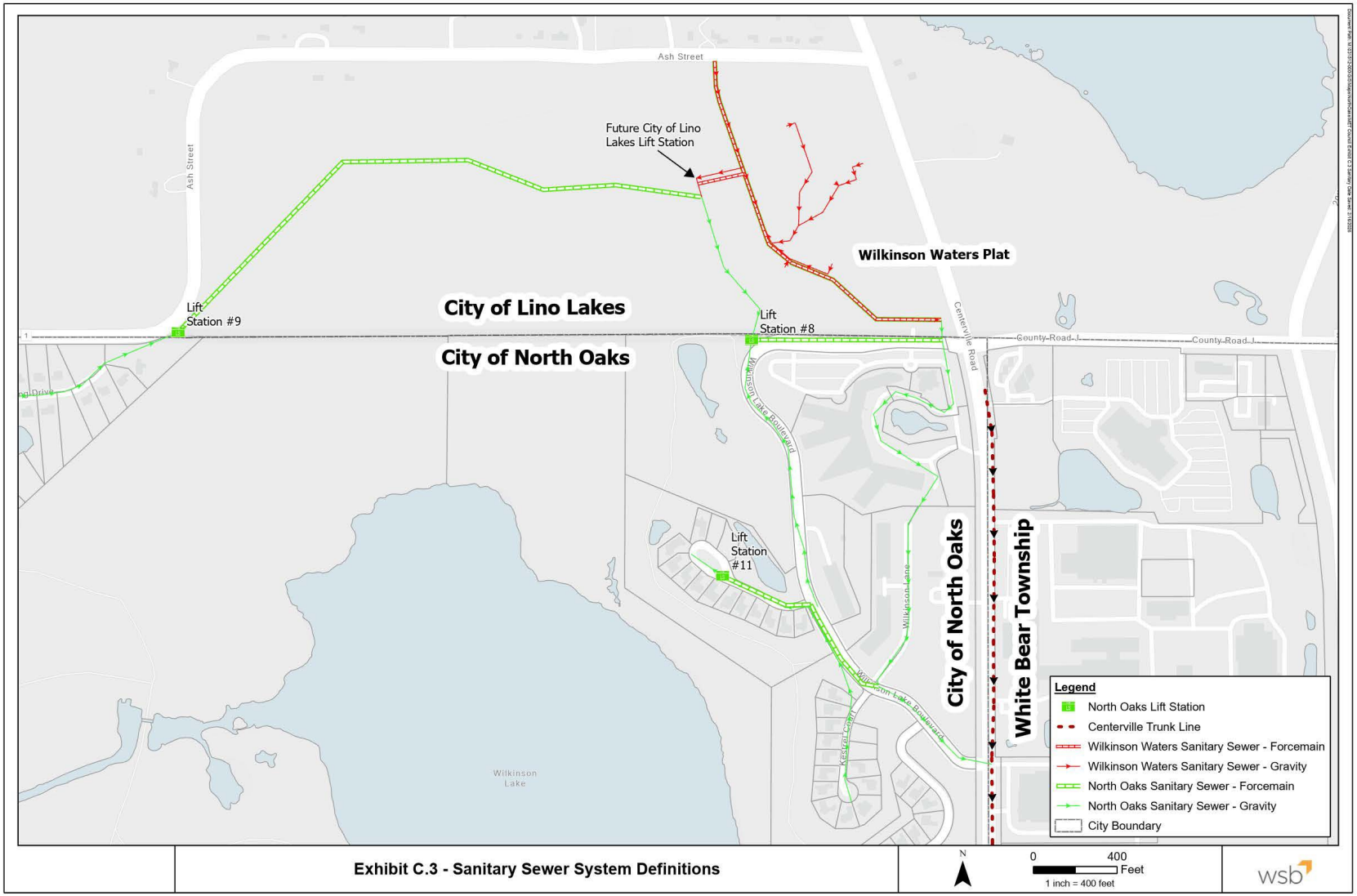


Exhibit C.3 - Sanitary Sewer System Definitions

Exhibit D

Annual Maintenance Schedule

Schedule of Lift Station Responsibilities

Activity	Lino Lakes	North Oaks
Daily system checks and routine monitoring	x	
Operation of the lift station, including maintenance of the grounds around the station	x	
Emergency response and troubleshooting	x	x
Annual cleaning of the lift station, at a minimum, or more frequently as operational conditions require	x	
Coordination of maintenance activities and recordkeeping	x	x
Cost of annual inspection services		100%
Cost of jetting and televising per League of Minnesota Cities recommendations/industry best practices	50%	50%
Records of inspections and maintenance activities	x	

Exhibit E

Water and Sewer Fees and Rates

March 28, 2026

HOOK-UP FEES

Description	Amount	Unit
Water Extension Charge	$1,300.00	per unit
Water Tower Charge	$50.00	per unit
Water Availability Charge (WAC)	$2,440.00	per unit
Local Sewer Availability Charge (Local SAC)	$600.00	per unit

Each residential dwelling shall be considered to be 1 unit.

Non-residential connections shall be assigned the same number of "units" determined by the Metropolitan Council with their SAC calculations.

RATES

WATER RATE - QUARTERLY	125% of Tier 1 Residential Volume Rate of $2.60 per 1000 gallons = $3.25 per 1,000 gallons
SEWER RATE - QUARTERLY	$36.00 Base Rate

SUPPLEMENTAL WATER AND SANITARY SEWER INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF NORTH OAKS AND THE NORTH OAKS COMPANY

This Supplemental Water and Sanitary Sewer Infrastructure Agreement Between the City of North Oaks and the North Oaks Company ("Agreement") is made this 30th day of March 2026, by and between the City of North Oaks, a Minnesota municipal corporation, and the North Oaks Company, LLC, a Minnesota limited liability company.

WHEREAS, the City of North Oaks ("City") and the North Oaks Company, LLC ("Company") entered into that Master Planned Development Plan and Planned Unit Development Agreement for East Oaks PUD with an effective date of February 11, 1999 ("East Oaks PDA"), as amended, which provided a master development plan for the Development Sites, as defined in the East Oaks PDA (as used in this Agreement, the "Development Sites"); and

WHEREAS, as part of the East Oaks PDA, the Company agreed to install, at the Company's sole cost, certain Developer Improvements and Developer Site Improvements, as those terms are defined therein, which included sanitary sewer and water trunk and lateral lines and services as further outlined in Article 8 of the East Oaks PDA and storm sewer improvements as further outlined in Article 9 of the East Oaks PDA ; and

WHEREAS, Article 8 of the East Oaks PDA further provides that after completion of construction and final inspection by the City Engineer, the Company or its assigns shall own and have responsibility for maintenance and operation of the sanitary sewer and water facilities; and

WHEREAS, Article 9 of the East Oaks PDA further provides that after completion of construction and final inspection by the City Engineer, the storm sewer facilities will be maintained by the Developer or its assigns; and

WHEREAS, Article 8 of the East Oaks PDA additionally provides that the City shall have the right to acquire, upon written notification to the Company, all right, title, and interest, free of encumbrances, to the sanitary sewer or water facilities; and

WHEREAS, Article 9 of the East Oaks PDA additionally provides that the City shall have the right to acquire, upon written notification to the Company, all right, title, and interest, free of encumbrances, in and to the storm sewer systems; and

WHEREAS, the City acquired title to certain sanitary sewer and water facilities that are subject to Article 8 of the East Oaks PDA that serve the western portions of the Development Sites through connections with the Shoreview water and sewer facilities January 1, 2017, and the City took responsibility for maintaining and operating those sanitary sewer and water facilities; and

WHEREAS, to date, the City has not sought to acquire title to the sanitary sewer or water facilities or the storm sewer facilities that are subject to Article 8 and Article 9 of the East Oaks

PDA that serve the eastern portions of the Development Sites through connections with the White Bear Township water and sewer facilities; and

WHEREAS, White Bear Township currently provides water to and accepts sanitary sewage from those Development Sites that are shown on Exhibit A pursuant to a series of joint powers agreements between White Bear Township and the City; and

WHEREAS, the Company is in the process of obtaining final development approval and constructing a development located within Lino Lakes known as the Wilkinson Waters Development (the "Wilkinson Water Development"), which is proposed to have water and sanitary sewer provided by White Bear Township, subject to a separate joint powers agreement among and between the City, White Bear Township, and the City of Lino Lakes (the "Three Party Joint Powers Agreement"); and

WHEREAS, water and sewer service to the Wilkinson Waters Development will be provided at least in part through existing water and sanitary sewer infrastructure that was constructed by the Company to serve the Development Sites and the Wilkinson Waters Development; and

WHEREAS, in order for the City to continue being served by water and sewer from Whtie Bear Township, White Bear Township is requiring the installation of multiple water meter pits and water meters to measure all water that enters the water facilities currently owned by the Company that serve the City residents in those Development Sites depicted on Exhibit A; and

WHEREAS, the City does not currently own any of these water or sewer facilities, and is not in a position to pay for or install the required water meters or meter pits; and

WHEREAS, in light of all of the above, the City and Company wish to enter into this Agreement to clarify and further define their respective responsibilities with respect to water, sanitary sewer, and storm sewer facilities serving the Development Sites and the Wilkinson Waters Development, including the various costs associated with maintenance and operation of the sanitary sewer, water, and storm sewer facilities.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1.1 Installation of Supplemental Water Infrastructure. The Company agrees to install the five (5) water meters and five (5) water meter pits and related infrastructure (the "Supplemental Water Infrastructure") as detailed in the Joint Powers Agreement attached as Exhibit D, but the Company does not agree to construct the future water line shown on the attached Exhibit B. Such Supplemental Water Infrastructure shall be installed by the Company at the locations shown on Exhibit B and in accordance with vault design detail Exhibit C. Installation of the Supplemental Water Infrastructure shall be completed by December 1, 2026. The Company shall be responsible for obtaining the necessary permits

and permissions from Ramsey County for placement of the new meter pits and meters within Ramsey County Right-of-Way prior to construction of the same.

The Company and the City agree that if the costs of the engineering, permits, materials, equipment, and miscellaneous items required for the installation of the Supplemental Water Infrastructure (the "Costs") exceed four hundred thousand dollars ($400,000), the one hundred thousand dollar ($100,000) good faith payment required under Section 1.3.1 will be reduced on a dollar for dollar basis by any Costs in excess of $400,000 that the Company pays and if the Costs are over $500,000, the City is responsible for paying the Costs in excess of $500,000. The Company shall provide a detailed accounting to the City for all Costs incurred by the Company related to installation of the Supplemental Water Infrastructure.

The Supplemental Water Infrastructure shall be installed in locations mutually agreed by the City and the Company as shown on Exhibit B and be of a type and quality as detailed on Exhibit C. The City shall have the right to observe all construction and installation activities for the Supplemental Water Infrastructure at the City's expense. If any component of the Supplemental Water Infrastructure does not comply with Exhibit C, the City reserves the right to require the Company to cause such deficiency to be corrected by the Company at its sole cost within sixty (60) days of notice by the City.

Upon completion of construction of the Supplemental Water Infrastructure and correction of deficiencies, if any, between Lift Station #8 and Lift Station #9 pursuant to Section 1.3.2 of this Agreement, the City shall be required to formally accept the Supplemental Water Infrastructure in writing. Upon formal acceptance by the City of the Supplemental Water Infrastructure: (1) the Supplemental Water Infrastructure shall be part of the water facilities detailed in Article 8 of the East Oaks PDA; (2) the City will be deemed to have exercised its right to acquire all of the sanitary sewer and water facilities that are subject to Section 8.6 of the East Oaks PDA; (3) the Company will execute and deliver to the City and the City will accept from the Company a Bill of Sale conveying all of the sanitary sewer and water facilities that are subject to Section 8.6 of the East Oaks PDA to the City in "AS-IS" condition and in full satisfaction of the Company's obligations under Section 8 of the East Oaks PDA. The Bill of Sale shall include the Company's representation and warranty that the Company owns the facilities free and clear of all encumbrances other than the City's right to acquire; and (4) the City will provide the Company with a written instrument which (a) authorizes the Company to transfer all of the storm sewer facilities that are subject to Section 9.4 of the East Oaks PDA to the North Oaks Home Owner's Association, and (b) states that upon North Oaks Home Owner's Association's acceptance of that conveyance, the City's rights under Section 9.4 of the East Oaks PDA terminate and are of no further force or effect.

1.2 Maintenance of Existing and Supplemental Water Infrastructure and Sewer Facilities by City.

1.2.1 The Parties hereby acknowledge that the City has in the past provided certain maintenance and operation services to the water and sanitary sewer facilities owned by the Company which, pursuant to the East Oaks PDA, were the responsibility of the Company (the "Prior Services"). In providing Prior Services, the City has not charged the Company for that work. Further, in exchange for the Company's installation of the Supplemental Water Infrastructure pursuant to this Agreement, the City agrees that it will waive any claim to payments due related to the Prior Services provided by the City except as otherwise required under Section 1.4.

1.2.2 As additional consideration for the Company installing the Supplemental Water Infrastructure as detailed herein, and agreeing to allow the City to collect water and sanitary sewer related charges and fees from the end users of the water and sanitary sewer facilities serving the Development Sites, the City agrees that it shall continue to provide all maintenance and operation services for the water and sanitary sewer facilities owned by the Company that serve Development Sites at no cost to the Company until such time as the water and sanitary sewer facilities are conveyed to and accepted by the City.

1.3 Additional Payment and Transfer Steps; Repair of Deficiencies in Existing Sanitary Sewer Lines Between Lift Stations # 8 and # 9.

1.3.1 On or before December 31, 2026 and subject to the reduction, if any, resulting from the application of the provisions of Section 1.1 hereof, the Company shall make a good faith payment to the City in the amount of one hundred thousand dollars ($100,000), which shall be used by the City for costs and expenses related to the sanitary sewer and water facilities.

1.3.2 Within three (3) months of the execution of this Agreement, the Company shall complete an infrastructure condition assessment including jetting and televising of all sanitary sewer facilities: (a) (i) that are subject to the East Oaks PDA, and (ii) that that the Company installed between January 1, 2017 and December 31, 2020; (b) the Villas of Wilkinson Lake Phase 1A; and (c) all sanitary sewer lines running between Lift Station #8 and Lift Station #9, at its sole cost; a copy of that assessment shall be provided to the City upon receipt.

Except for the sanitary sewer lines running between Lift Station #8 and Lift Station #9, the City and the Company agree that the Company is providing this assessment to the City for informational purposes only and that the Company has no obligation to address any conditions that the assessment may disclose and that the City's obligations under Section 1.1 are not contingent on the results of the assessment. The Company agrees that any deficiencies identified in the sanitary sewer lines running between Lift Station #8 and Lift Station # 9 (but not deficiencies in Lift Station #8 or Lift Station # 9) shall be repaired by the Company at the Company's sole cost, to the City's satisfaction, within sixty (60) days, regardless of the ownership of the sanitary sewer facilities (City or Company) at the time of those repairs and not withstanding anything to the contrary within this Agreement.

1.3.3 Contemporaneously with the delivery of the Bill of Sale described in Section 1.1, the Company shall:

1.3.3.1 Make a non-exclusive assignment to the City of any assignable easement rights the Company currently holds and which provide rights to own, operate, maintain, repair, or replace water or sanitary sewer lines the Company is conveying to the City pursuant to the Bill of Sale described in Section 1.1; and

1.3.3.2 To the extent necessary to give the City the right to own, operate, maintain, repair, or replace water or sanitary sewer lines that (a) the Company is conveying to the City pursuant to the Bill of Sale, (b) are located on property the Company or an affiliated entity owns, and (c) are not supported by easements described in Section 1.3.3.1, quit claim and convey to the City utility easements over any property the Company owns as necessary to own, operate, maintain, repair, or replace water or sanitary sewer lines that (a) the Company is conveying to the City pursuant to the Bill of Sale.

1.3.3.3 The Company represents that to its knowledge, it has provided all documents within its possession related to the water and sanitary sewer facilities to the City. Upon a future request of the City, the Company will look for and provide copies of any other documents within the Company's possession regarding the water and sanitary sewer facilities to the City.

ADDITIONAL TERMS

2.1 Acknowledgement of PDA Terms. The Parties acknowledge and agree that, except to the extent specifically articulated herein, this Agreement is intended to supplement but not otherwise amend the terms of the Existing East Oaks PDA.

2.2 Term. This Agreement shall commence on the date and year first above written and shall continue in full force and effect unless terminated by mutual written consent of the parties.

2.3 Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of Minnesota.

2.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

2.5 Amendment. This Agreement may be amended by the parties hereto only by written instrument executed in accordance with the same procedures and formality followed for the execution of this Agreement.

2.6 Merger. Subject to Section 2.1, this Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements regarding the matters described in Section 1 of this Agreement. Neither party hereto makes any representations, warranties, or stipulations, either oral or written, other than those expressly contained herein.

2.7 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

2.8 Conditions Subsequent. The obligations of the Company under this Agreement are all subject to the satisfaction of both of the following conditions subsequent:

2.8.1. On or before April 30, 2026, the City and White Bear Township must each authorize the execution of and execute a Joint Powers Agreement in the form attached hereto as Exhibit D subject only to modifications which do not materially and adversely affect the rights or the obligations of the Company; and

2.8.2. On or before April 30, 2026, the City, White Bear Township, and the City of Lino Lakes must each authorize the execution of and execute a Joint Powers Agreement in a form that is acceptable to the Company, City, White Bear Township, and the City of Lino Lakes.

The Company must, in a written instrument delivered to the City Administrator, assert the failure of the condition subsequent set forth in Section 2.8.1 on or before the date thirty (30) days after

the earlier of (a) the date the City and White Bear Township have each authorized the execution of and executed the Joint Powers Agreement referenced in Section 2.8.1 and the City delivers a copy of such executed agreement to the Company, if the City and White Bear Township each execute said Agreement on or before the date set forth in Section 2.8.1, or (b) the date referenced in subsection 2.8.1 if the City and White Bear Township do not each authorize and execute the Joint Powers Agreement attached here to as Exhibit D on or before the date referenced in Section 2.8.1, or the condition subsequent set forth in Section 2.8.1 is conclusively and irrevocably deemed to have been satisfied.

The Company must, in a written instrument delivered to the City Administrator, assert the failure of the condition subsequent set forth in Section 2.8.2 on or before the date thirty (30) days after the earlier of (a) the date the City, White Bear Township, and the City of Lino Lakes have each authorized the execution of and execute a Joint Powers Agreement in a form that is acceptable to the Company, City, White Bear Township, and the City of Lino Lakes and the City delivers a copy of such executed agreement to the Company, if the City, White Bear Township, and the City of Lino Lakes, or (b) the date set forth in Section 2.8.2, if the City, White Bear Township and the City of Lino Lakes do not each authorize and execute a Joint Powers Agreement in a form that is acceptable to the Company, the City, White Bear Township, and the City of Lino Lakes on or before the date set forth in Section 2.8.2, or the condition subsequent set forth in Section 2.8.2 is conclusively and irrevocably deemed to have been satisfied. If one or both of the conditions subsequent described in Section 2.8.1 and Section 2.8.2 above are not satisfied on or before the dates set forth in said Section 2.8.1 and Section 2.8.2 and if the Company asserts the failure of the condition within the time periods set forth in this paragraph, this Agreement is terminated and of no further force or effect. Time is of the essence with respect to each of the time periods set forth in this Section 2.8. The Company and the City agree that if the Company terminates this Agreement pursuant to this Section 2.8, the City's rights under Section 8.6 of the East Oaks PDA survive such termination and continue as set forth in Section 8.6 of the East Oaks PDA.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written.

CITY OF NORTH OAKS

Dated: 3/30/2026

By: Kristin Mallette
Its: Mayor

By:
Its: City Administrator/City Clerk

NORTH OAKS COMPANY, LLC

Dated: 3/24/26

By:
Its: PRESIDENT

EXHIBIT A

MAP OF AREAS TO BE SERVED BY WATER, SEWER, OR WATER AND SEWER BY THE TOWN

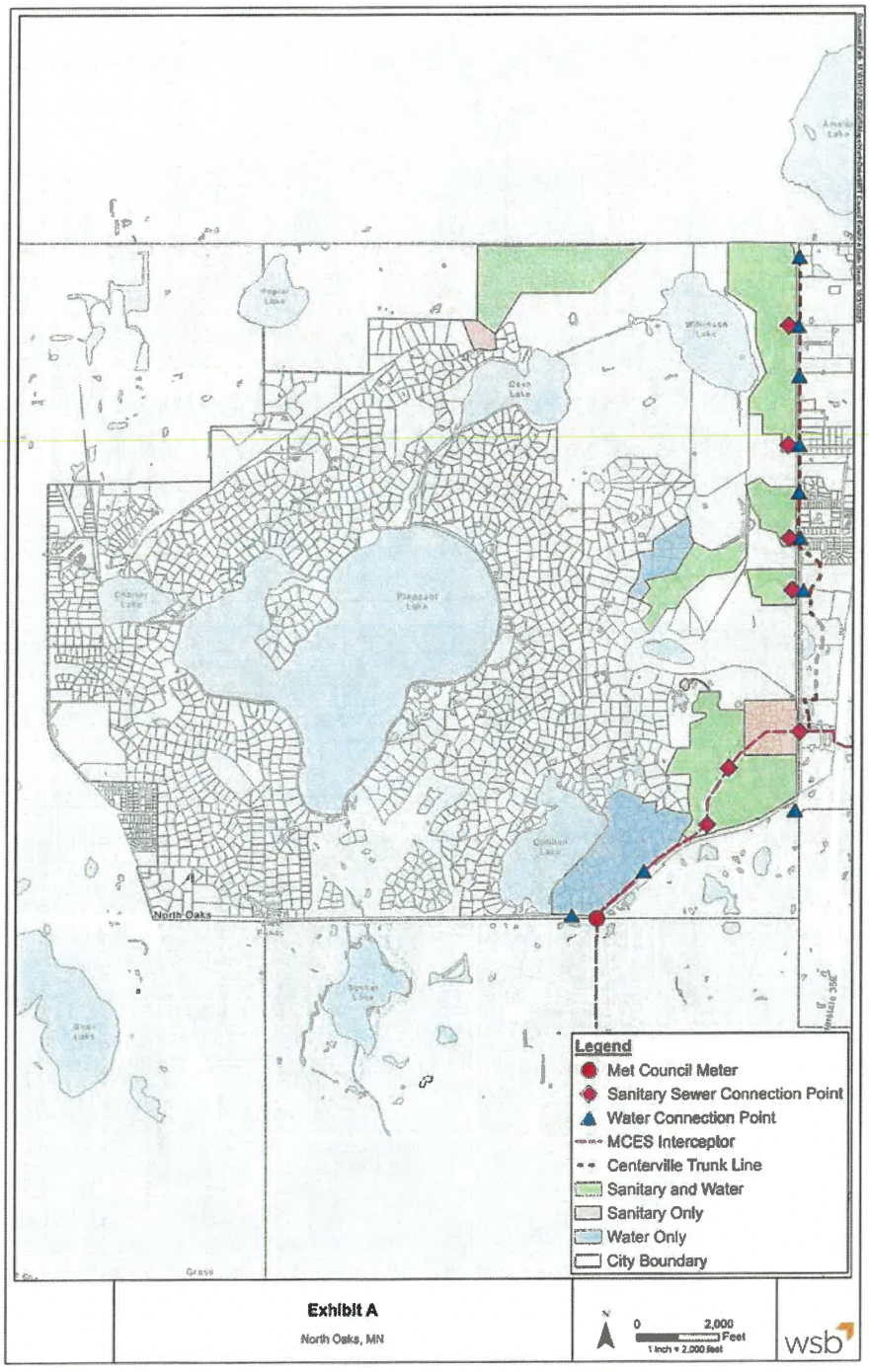
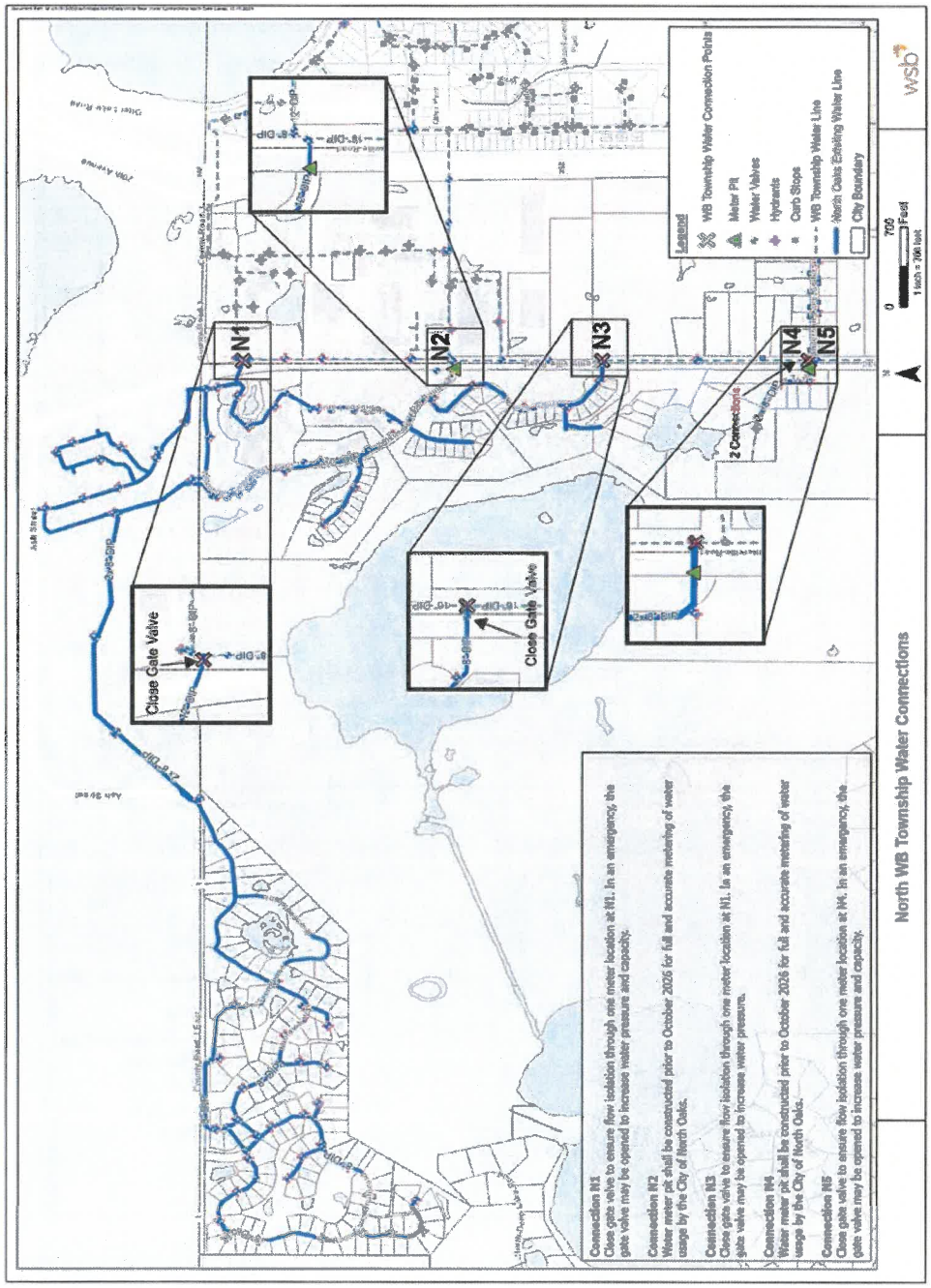


EXHIBIT B

ADDITIONS TO THE EXISTING WATER SYSTEM



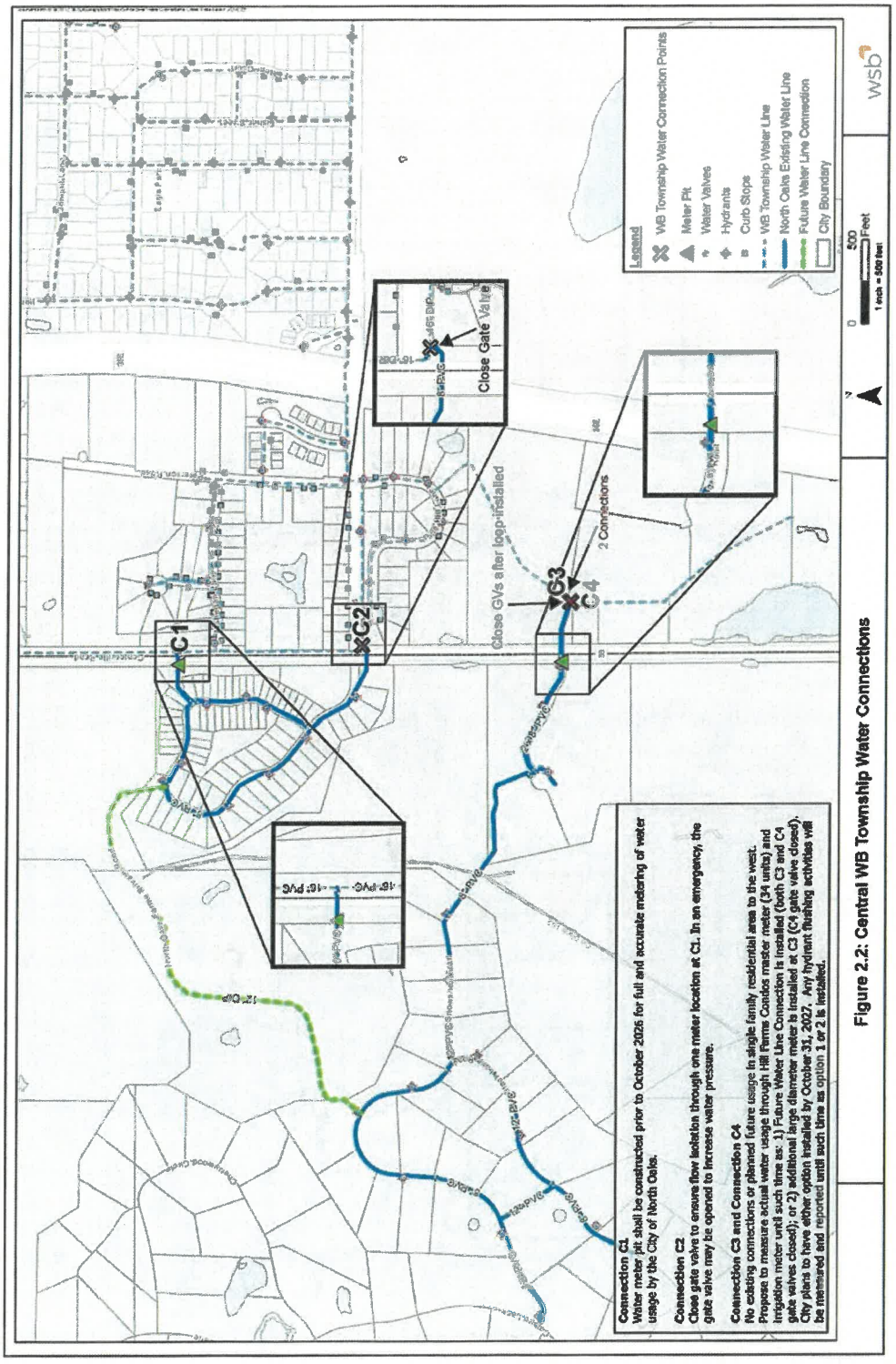
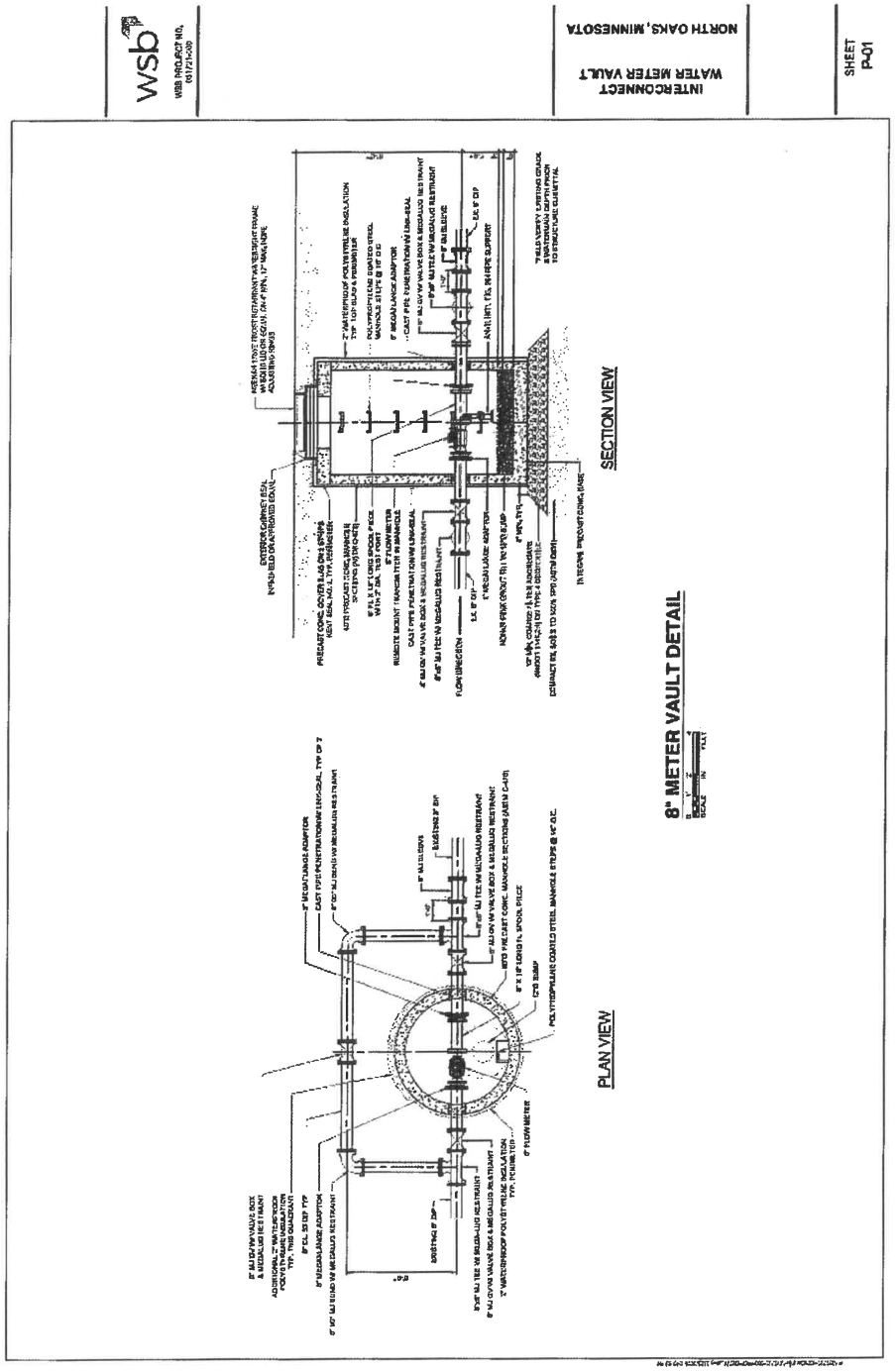


Figure 2.2: Central WB Township Water Connections

South WB Township Water Connections
Connection S1
Water meter pit shall be constructed prior to October 2026 for full and accurate metering of water usage by the City of North Oaks.
Connection S2
Close gate valve to ensure flow isolation through one meter location at S1. In an emergency, the gate valve may be opened to increase water pressure.
Connection S3
Close gate valve to ensure flow isolation through one meter location at S1. In an emergency, the gate valve may be opened to increase water pressure.
Close Gate Valve
Close Gate Valve
S1
S2
S3
Legend
WB Township Water Connection Points
Meter Pit
Water Valves
Hydrants
Curb Stops
WB Township Water Line
North Oaks Existing Water Line
Future Water Line Connection
City Boundary
0
100
Feet
wsb

EXHIBIT C

METER VAULT DESIGN DETAIL



wsb
WSB PROJECT NO.
INTERCONNECT
WATER METER VAULT
NORTH OAKS, MINNESOTA
SHEET
P-02
SECTION VIEW
PLAN VIEW
12" METER VAULT DETAIL

EXHIBIT D

TWO PARTY JOINT POWERS AGREEMENT

JOINT POWERS AGREEMENT

BETWEEN

THE TOWN OF WHITE BEAR AND

CITY OF NORTH OAKS FOR WATER AND SEWER

This Joint Powers Agreement (Agreement) is made to be effective the day and year set forth below between White Bear Township, a statutory township under the laws of the State of Minnesota (Town) and the City of North Oaks, a municipal corporation under the laws of the State of Minnesota (City).

RECITALS

WHEREAS, on November 1, 1999 the Town and City entered into a Master Joint Powers Agreement (Existing Agreement) under which the Town agreed to provide the City with certain water and sanitary sewer services, and;

WHEREAS, pursuant to the terms of Section 8 of the Existing Agreement, the Town exercised its right to terminate the Existing Agreement due to its concern about the ability to provide ongoing water and sanitary sewer services to the City, and subsequent to the Notice of Termination, both the Town and City have been meeting on a regular basis for the purpose of negotiating an alternative agreement for providing water service and sanitary sewer service to residents of the City, and;

WHEREAS, the Town, subject to the terms of this Agreement, agrees to continue to provide those residents of the City, which the Town currently serves or has agreed in writing to serve, with water and sanitary sewer services.

PURPOSE

Minnesota Statutes § 471.59 provide that two or more governmental units, by agreement entered through action of their governing bodies, may jointly, or cooperatively, exercise any power, to the contracting parties or any similar powers including those which are the same except for the territorial limits within which they are exercised.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual undertakings, set forth herein, the Town and City agree as follows:

I. Definitions.

For the purposes of this Agreement, the terms used herein are defined as follows:

A. City Sewer System. All components of the sanitary sewer pipes located in the City that connect properties located within the City, whether publicly or privately owned. to the Town Sewer System and to the 6901 MCES Interceptor Line MH 9. City Sewer System also includes the sanitary sewer main located in Lino Lakes that serves the Rapp Farm Development. The City Sewer System does not include service laterals that connect directly to structures or individual properties to collect sanitary sewer waste from the structure/property.

B. Town Sewer System. The Centerville Trunk Line and all sanitary sewer pipes that convey sewage from the Town and connect directly into the MCES Interceptor.

C. City Water System. All components of the water system that provide water to the City under this Agreement, whether publicly or privately owned, that are located or constructed in the City, including all water mains, lateral lines, valves, hydrants, and, upon installation, the large capacity water meters and meter pits. The City Water System shall include the existing lateral line located in both North Oaks and Lino Lakes that provides water to City residents in the Rapp Farm development. The City Water System does not include service laterals that connect directly to structures or individual properties to provide water directly to the structure/property.

D. Town Water System. All components of the water system that provide water to the City under this Agreement that are located in the Town or otherwise not part of the City Water System.

II. Town Duties and Responsibilities

A. Water to be Provided to Certain North Oaks Properties. The Town agrees to provide potable water to certain properties located within the City of North Oaks as detailed herein. The Town agrees that the water provided to the properties in the City will be charged to the City at a rate equal to one hundred twenty-five percent (125%) of the then-current Tier 1 residential water rate adopted by the Town and charged to its residents for Tier 1 residential water usage.

If the City has not installed all of the large capacity water meters/loop line pursuant to Section III(E)(1) and (2) herein by the deadlines contained in that section, the City and Town agree that the Town shall charge the City a higher rate for all water provided to the City that is not metered. All unmetered water shall be charged at a rate equal to the then-current Tier 3 residential water rate adopted by the Town and charged to its residents for Tier 3 residential water usage from the day after the deadline for installation of the large capacity water meters/loop line until such date as the required meters/loop line are installed. This Tier 3 rate shall only be charge for water provided during this time that is not provided through an installed large capacity meter/loop line. Once all of the required meters/loop line have been installed, the Town will again charge the City at a rate equal to one hundred twenty-five percent (125%) of the then-current Tier 1 water rates changed to its residents for all water provided to the City.

The Town shall only be required to provide water to those City properties and users located now or in the future within the boundaries of the service areas shown on the map attached hereto as Exhibit A (Exhibit A). Service areas are designated as areas to be provided with water, sewer, or both sewer and water. At the time of execution of this Agreement, there are over 462 current City residences/businesses served by water from the Town.

In no event shall the City extend its City Water System in a manner that would utilize water provided by the Town to properties located outside the boundaries or properties shown on Exhibit A unless the Town agrees in writing to expand the service area to be served by the Town.

B. Sanitary Sewer to be Provided to Certain North Oaks Properties. The Town agrees to provide sanitary sewer waste collection to certain properties located within the City of North Oaks as detailed herein. The Town agrees that sanitary sewer services provided to the properties in North Oaks will be charged to the City at the same rates charged by the Town to its residents and businesses for sanitary sewer service as shown in the Town's fee

schedule, as amended; additionally, all required MCES fees attributable to City usage shall be charged to and paid by City users as apportioned by the Metropolitan Council.

The Town agrees to provide sanitary sewer service to those properties and users located now or in the future within the boundaries of the service areas shown on Exhibit A, and agrees to permit current and future connections from properties as shown on Exhibit A to the Town Sewer System and to convey sanitary sewage to the existing Metropolitan Council regional interceptor.

In no event shall the City extend its City Sewer System in a manner that would utilize the Town Sewer System to properties located outside the boundaries or properties shown on Exhibit A unless the Town agrees in writing to expand the service area to be served by the Town.

III. City Obligations

A. Billing and Payment.

The Town will bill the City directly for all water and sewer charges and costs under this Agreement.

The City, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user of the City Water System supplied with water from the Town for water use. The Town shall have no responsibility to bill or collect any outstanding invoices due from users or properties served by water provided by the Town.

The City, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user of the City Sanitary System within the City boundary. The Town shall have no responsibility to bill or collect any outstanding invoices due from users or properties within the City boundary.

Nothing herein shall prevent the City from charging users within the City additional fees for water and sanitary sewer connection or service that the City may retain to pay for capital improvements, repair and maintenance costs, or any other use, availability, or connection charges authorized by statute or the City Code with respect to the City Water System and City Sewer System.

B. City Water System Maintenance Requirements.

The City shall be responsible for ensuring proper maintenance of the City Water System. The City shall maintain, or cause to be maintained, the City Water System in good working order in accordance with the American Waterworks Association standards for water systems. The City shall report to the Town's public works director any defects which occur in the City Water System. The City shall have an on-call employee or contractor available on a 24-hour basis for City Water System repairs.

The Town's Public Works Director, at the Director's reasonable discretion, shall have the authority to designate any defect in the City Water System as requiring emergency repair if the defect will have a significant impact on the use of the Town Water System by Town residents, or, if the defect will result in an unmonitored use of Town Water System. An unmonitored use of the Town Water System shall be defined as a main water break. In the event of an emergency, repair procedures shall occur as soon as reasonably possible, and nothing herein shall prevent the Town from taking reasonable and appropriate steps to protect the security of the Town Water System and the health, safety, and welfare of Town residents. All repairs and maintenance of the City Water System shall be completed in a reasonable time at the expense of the City or a third party other than the Town. All repairs, replacements, and improvements of the Town Water System shall be the responsibility of the Town and completed at the sole cost of the Town.

If a watermain break requires that other unmetered valves be opened to supply water during the emergency or repair the following protocol shall be followed:

1. City shall notify the Town Public Works Department on-call staff at 651-755-9828 of the watermain break and emergency and desire to open other unmetered valves (N1-N5, C1-C4, S1-S3).

2. Town Public Works Department shall be afforded the opportunity to meet with City personnel on-site to open the unmetered valves together as detailed in Paragraph 4 below.

3. During the timeframe of the open unmetered valves, water will not be metered. Calculation of water use shall be completed by counting the number of units supplied water during that timeframe and multiplying by the number of hours at a rate of 15 gallons per hour.

4. If unmetered valves are opened for fire or other emergency, water shall be measured as shown in Paragraph III(B)(3) above and at 550 gallons per minute for each hydrant used during the emergency. Town Public Works must be notified on hydrant use during the emergency and advised regarding the minutes of use and operation.

5. Once the unmetered valves are ready to be closed, City shall notify the Town Public Works on call staff and meet on-site to close the unmetered valves and agree on the number of hours the unmetered valves were open. Regardless of the emergency or repair, the Town Public Works director or their designee shall be notified and must be afforded the opportunity to be on-site for any opening or closing of any unmetered valves at N1-N5, C1-C4, or S1-S3. The Town agrees to make the Town Public Works Director or their designee available for unmetered valve openings or shutoffs within four (4) hours of the City's request. If the Town Public Works Director or their designee is unavailable to meet for the unmetered valve opening or closing, the City may open or close the unmetered valve without the Town Public Works Director or their designee present; in such instance, the City will provide photos or videos to the Town documenting the opening or closing of unmetered valve. The Town may waive the requirement to be present for any unmetered valve opening or closing in writing, including via e-mail or text message.

6. The Town and City will regularly review all unmetered valves together.

In the event the waterlines or appurtenances in the City Water System require modification or replacement, the City, at its sole expense, shall be responsible for preparing plans and specifications for said modifications or replacements which plans or specifications shall be provided to the Town Public Works Director prior to the start of construction. All costs of construction shall be the sole responsibility of the City or a third party other than the Town.

Both the City and the Town agree to provide notice to the other party's public works director via email and/or voicemail prior to commencing any work on each party's Water System or Sewer System if such work could impact water or sewer service provided to either party's residents served by its Water System or Sewer System. Such notice shall be provided to the other party's Director of Public Works via email and/or phone call and shall be provided with sufficient time for the other party to take such actions as may be necessary to assess and respond to any impact to its residents. The City hereby grants the Town a license and permission to make whatever repairs the Town deems necessary to the City Water System in the event of an emergency, to the extent that the City has the right to grant this permission, in light of the private nature of the City's roads and the existing City Water System.

C. Compliance with Settlement Agreement Terms.

The Town has informed the City that it is subject to the terms of a settlement agreement reached in the case entitled *White Bear Lake Restoration Association ex. rel. State of Minnesota vs. Minnesota Department of Natural Resources, Commissioner of the Minnesota Department of Natural Resources* Ramsey County District Court File No. 62-CV-13-2414, which the parties understand may be modified in the future. The City hereby agrees to adopt the necessary ordinances enforcing all terms and conditions of the settlement agreement, as it may be modified, on those users served by water provided by the Town through the City Water System.

The Town shall monitor water usage by users located within the City under this Agreement, and in the event said City water usage exceeds the per capita limit set forth for the Town in the settlement agreement, the Town shall notify the City of said exceedance, and the City shall take reasonable actions relative to the settlement agreement necessary to cure said exceedance. The Town reserves the right to adjust the water flow at each of the large capacity water meters, once installed, to bring the water usage of water users located within the City of North Oaks and supplied by the City Water System into conformance with the terms of the per capita water usage in the settlement agreement. Before adjusting said water flow, the Town shall provide the City with written notice thirty (30) days prior to the Town taking steps to limit the water flow to the City. Customers served by water from the Town on the City Water System shall be treated in the same manner as residents of the Town served by Town water with respect to any limitations on water service or usage. The City shall provide reasonably available information regarding the number of City residents residing in properties served by water from the Town for the purpose of calculating the per capita water usage of City residents served by water provided by the Town for purposes of determining compliance by the City with the terms of this Section C.

If a DNR systemwide model is ordered, the City shall pay a proportionate share of the costs assessed to the Town for the modeling based on the proportion of City users of the Town Water System to all users of the Town Water System.

D. City Sanitary Sewer System Maintenance Requirements.

The City shall be responsible for the maintenance of the City Sanitary Sewer System at its sole expense, and shall, or shall cause a third party, to maintain the City Sanitary Sewer System in good working order in accordance with the Town's

minimum maintenance standards policy for sanitary sewer lines. The Town Sanitary Sewer System shall be owned and maintained by the Town at the Town's sole expense.

The City shall report to the Town's public works director any defects which occur in the City Sewer System. The City shall have an on-call contractor or employee available on a 24-hour basis for City Sewer System repairs. The Town's Public Works Director, at the Director's reasonable discretion, shall have the authority to designate any defect in the City Sewer System which will have a significant impact on the use of the Town's sanitary sewer system by Town's residents. In the event of an emergency, repair procedures shall be taken as soon as reasonably possible, and nothing herein shall prevent the Town from taking appropriate steps to protect the security of the Town's systems and the health, safety, and welfare of Town residents. This shall include but not be limited to the Town making those repairs it deems necessary to the City Sewer System. It is hereby understood that the City hereby grants the Town a license and permission to make whatever repairs the Town deems necessary pursuant to this Paragraph D, to the extent the City has the right to grant this permission, in light of the private nature of the City's roads and private nature of the existing City Sewer System. All repairs and maintenance to the City Sewer System, whether performed by the City, City's contractor, third parties, or the Town, shall be completed in a reasonable time at the expense of the City or a third party other than the Town.

In the event any component of the City Sanitary Sewer System requires modification or replacement, the City, at its sole expense, shall be responsible for preparing plans and specifications for said modifications or replacements, which plans or specifications shall be provided to the Town public works director in writing prior to start of construction. All costs of construction, including preparation of plans, shall be the sole responsibility of the City or a third party other than the Town.

E. Installation of Water Meters and Alternative Water Main.

The Town and the City agree that the City shall take certain additional steps to ensure accurate metering of water provided by the Town to the City. These additional steps are described below and depicted on the attached Exhibit B.

1. Installation of Large Capacity Water Meters. On or before December 31, 2026, at its sole expense, the City shall construct or cause a third party to construct four (4) meter pits and install four (4) large capacity water meters in the general locations designated as N2, N4, C1 and S1 on the attached Exhibit B. Upon completion of installation and acceptance of operability, City will close existing gate valves at locations N1, N3, N5, C2, S2 and S3. Once accomplished, all water provided by the Town to the City will be metered, with the exception of the connection points designated as C3/C4 (limited to one multi-family building on a master meter until the new trunk line or meter pit are installed; then up to two multi-family buildings). Until such time as the new trunk line or meter pit and large capacity meter are installed pursuant to Section 2 below, for water provided through C3/C4, the City will provide usage rates taken from the one master meter installed at that connection point as well as documented and estimated flushing activities.

Following installation, ownership and maintenance of the large capacity water meters shall be the responsibility of the City. Maintenance shall be completed in accordance with the manufacturer's maintenance specifications. The City shall provide calibration information and related information regarding its maintenance of the water meters upon request of the Town and at a minimum of once per year. If a meter is found to be off by more than five percent (5%), the City agrees to implement twice a year calibrations of such meter until there are two (2) consecutive readings where the meter is off by less than five percent. The Town is hereby granted access to the water meters to the extent that the City has the right to grant this permission, in light of the private nature of the City's roads and the existing City Water System, and may periodically inspect them as desired and will notify the City when the Town wishes to access the meters. The Town and City will not charge each other for periodic inspections, checking valves, or similar activities.

The large capacity meters shall be read by City personnel by the last working day of each calendar quarter of each year for the purpose of determining water use. The City shall then report said water usage to the Town within seven (7) working days from the date the reading was recorded. Individual residential or master meters shall also be read by City personnel, and all readings will be supplied to the Town on the same schedule as the large capacity meters. A quarterly statement for the total water use charge for all City water users served by water from the Town as calculated by the Town finance department shall be mailed to the City within fifteen calendar days after the end of each calendar quarter. Statements shall be due and payable on or before the first day of the second month following the billing period described in the statement.

The Town hereby grants the City permission to install the meter pits and water meters in the general area depicted on the attached Exhibit B and shall take such other actions as may be required to provide the City with the legal right to install the meter pits and water meters. To the extent that the meter pits and water meters are located in Ramsey County right-of-way or on privately-owned property, the City shall secure the written permission of the underlying fee owner or easement holder for the City and its agents, including the Town, to access the meter pit locations prior to installation of the same.

2. Installation of New Trunk Line. On or before December 31, 2027, the City shall either:
    a. Construct, or cause a third party to construct, at its sole expense, a new trunk line and related water main appurtenances (including laterals, gate valves, etc.) as generally depicted in Exhibit B, that will connect the area currently served through C3/C4 to the area served through C1. Upon completion of installation and acceptance of operability by the Town, the City will close the gate valves at locations C3 and C4, and all water serving this area will be metered through connection C1; or

    b. Construct, or cause a third party to construct, at its sole expense, a new meter pit and install a large capacity meter at location C3 and close the gate valve at location C4. Upon completion of installation and acceptance of operability by the Town, all water serving this area will be metered through connections C1 and C3

    c. Until this new trunk line is completed, the Town will bill the City for use based off readings from the Master Meter for Hill Farm Condominiums served by an unmetered valve until trunk line construction is completed.

3. Other Water or Sanitary System Improvements. Plans for work with the City Systems shall be provided to the Town for any additional watermain looping, additional meters, or other revisions to the Water or Sanitary Sewer System served by the Town prior to work occurring. Amendments to the JPA may be needed for new water or sanitary system improvements.

4. Expansion of City Water System (Additional Connections). There are capacity limitations to the Town's Water and Sanitary Sewer Systems and other water usage restrictions as noted in Paragraph III C. The Town reserves the right to deny any new connections to these systems not included within the boundaries shown on Exhibit A. If engineering study is needed to review the capacity of the system for connections on property located within the City and outside of the service areas shown on Exhibit A, the Town will hire a consultant for the study and will bill the cost of the study to the City. It is recognized that the

Town has made a significant investment into its water and sanitary sewer systems, including but not limited to wells, water treatment, lift stations, and water or sanitary system distribution piping. Any new user served by this system must pay their fair share to access this system. If the City desires to add additional users of the water or sanitary sewer systems served by the Town, the following protocol shall be followed:

a. City shall notify Town of the new development or new home wishing to be served by the Town water or sanitary sewer system.

b. City shall provide the Town with plans for the new home or development.

c. Town shall charge the standard connection charges as defined in the Town Fee Schedule (then in effect) and issue a connection permit for the work.

d. Water service to the new development or new home shall not be turned on until all connection fees have been paid.

F. Indemnification. The City agrees to indemnify, defend and hold the Town and its Board harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, or expenses brought by third parties against the Town in the event any component of the City Water System or City Sewer System fails and causes damages to third parties or their property.

IV. Additional Terms

A. Commencement. This Agreement between the Town and City shall commence on the date on which the last party to this Agreement executes the Agreement.

B. Termination. Either party shall have the right to terminate this Agreement without cause upon delivery to the other party a written notice of termination. Said notice shall be effective no earlier than two calendar years from the date set forth on the written notice.

In the event either party alleges a breach of any term of this Agreement, said allegation shall be placed in writing and the breaching party shall be given 30-days to cure the breach, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure. If the breach is not cured within that time, then in that event, the party who served the notice of breach shall have the right to terminate this Agreement upon an additional 180 days' notice to the

other party. Should a party disagree with the allegation of non-performance, the parties agree to first mediate the matter; the 180 day termination timeframe shall be stayed and shall not begin until after completion of mediation.

C. Amendments. No modification or amendment to this Agreement shall be effective until such time as the proposed modification or amendment is approved by the Town Board of the Town and the City Council of the City, including but not limited to amendments related to required capital improvements to the City water system or City sewer system.

D. Non-waiver. Any failure to raise a breach or non-performance of any term of this Agreement at the time the breach or non-performance occurs shall not act as a waiver of said breach or non-performance. The non-breaching party shall have the right to raise the breach or non-performance at any time in the future. All obligation of this Agreement shall continue up to and include the date of termination by either party.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

F. Notices. Any and all notices and demands by or from the Town or by and from the City shall be in writing and shall be validly given or made if served either personally or deposited in the United States Mail, and certified or registered, postage prepaid, return receipt requested. If such notice be served personally, service shall be conclusively deemed and made at the time of such personal service. The such notice or demand be served by registered mail or certified mail in the manner herein provided, with a copy of the notice sent via e-mail to the e-mail address shown on the party's website for its City Administrator/Town Administrator, and service shall be conclusively deemed made 48-hours after the deposit thereof in the United States Mail addressed to the party to whom such notice is to be given. Any notice or demand to the Town should be addressed to Town Clerk, Town of White Bear, 1281 Hammond Road, White Bear, Minnesota 55110. Any notice or demand to the City shall be addressed to City Administrator, City of North Oaks, 100 Village Center Drive, Suite 230, North Oaks, Minnesota, 55127.

G. No Third Party Recourse. Third parties shall have no recourse against the Town or City under this Agreement.

[The remainder of this document is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the day and year first written above.

WHITE BEAR TOWNSHIP

Dated: 3/27/26

By: Ed Prudhon
Its: Board Chair

By:
Its: Town Clerk

E 27

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the day and year first written above.

WHITE BEAR TOWNSHIP

Dated: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: 3/30/2026

By: _____
Its: Mayor

By: _____
Its: City Administrator/City Clerk

EXHIBIT A

MAP OF AREAS TO BE SERVED BY WATER, SEWER, OR WATER AND SEWER BY THE TOWN

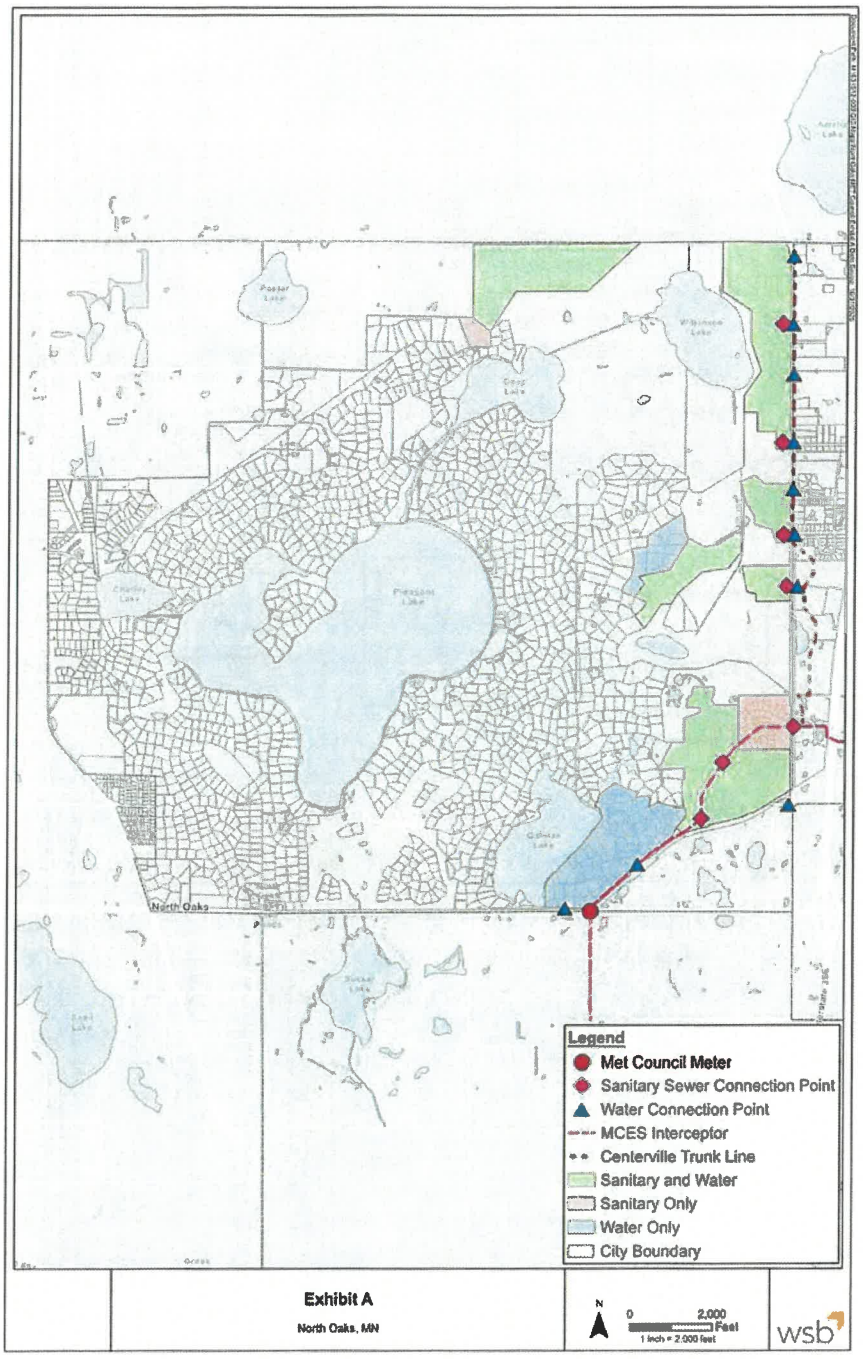
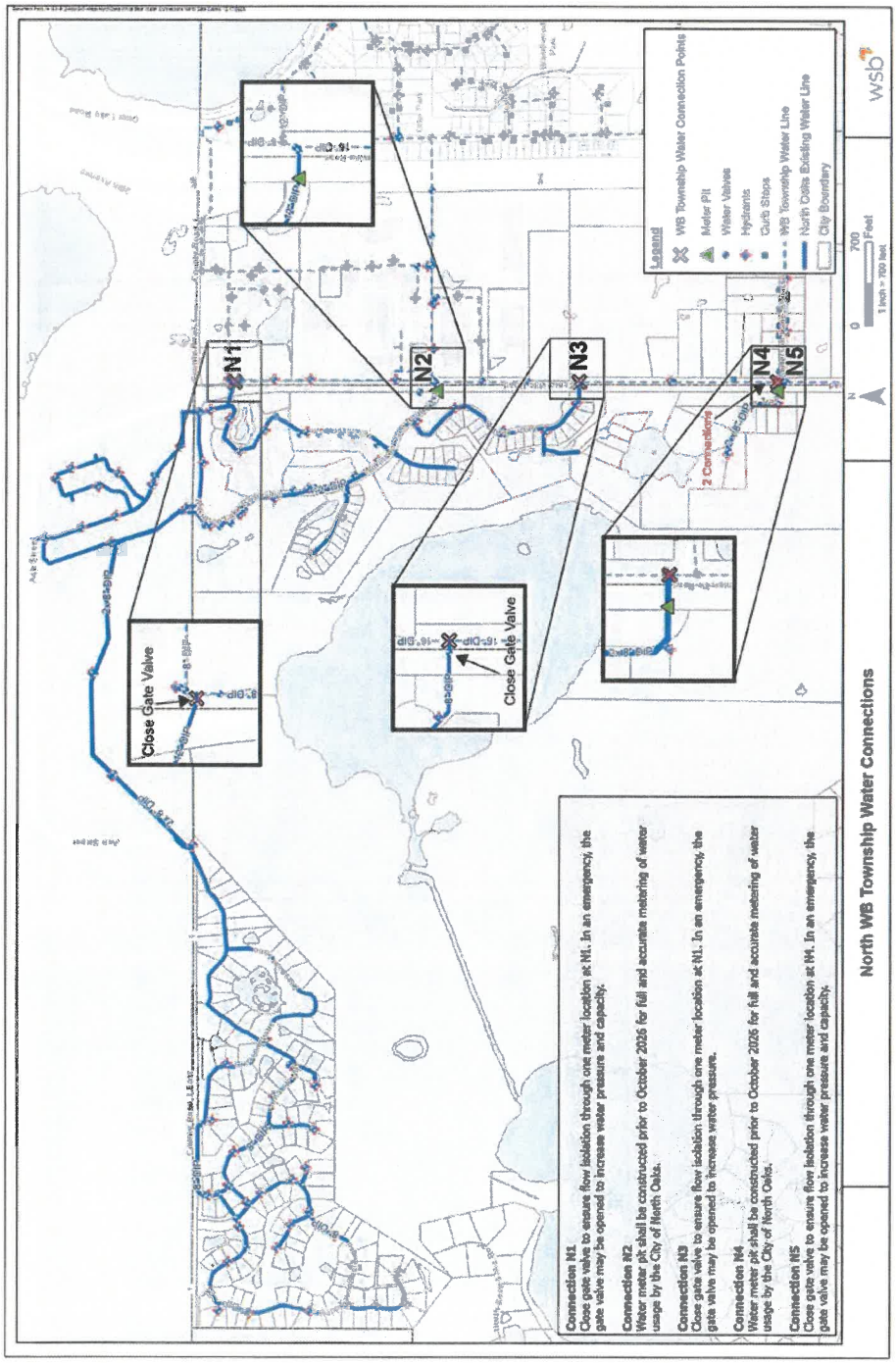
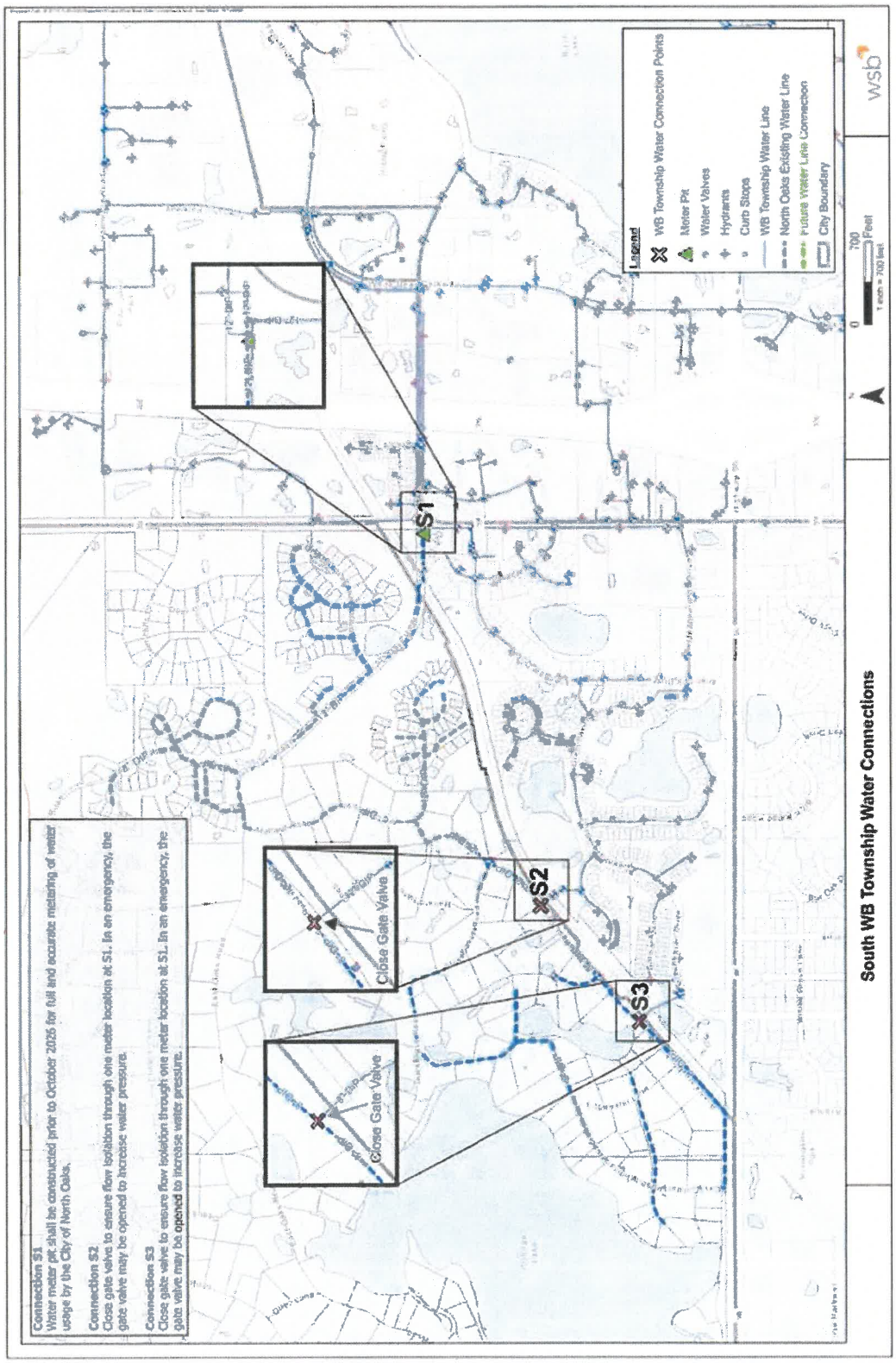


EXHIBIT B

ADDITIONS TO THE EXISTING WATER SYSTEM




South WB Township Water Connections
Legend
WB Township Water Connection Points
Meter Pit
Water Valves
Hydrants
Curb Stops
WB Township Water Line
North Oaks Existing Water Line
Future Water Line Connection
City Boundary
0
700
Feet
1 inch = 700 feet
wsb
S1
S2
S3
Close Gate Valve
Close Gate Valve
Connection S1
Water meter pit shall be constructed prior to October 2025 for full and accurate metering of water usage by the City of North Oaks.
Connection S2
Close gate valve to ensure flow isolation through one meter location at S1. In an emergency, the gate valve may be opened to increase water pressure.
Connection S3
Close gate valve to ensure flow isolation through one meter location at S1. In an emergency, the gate valve may be opened to increase water pressure.

March Month in Review

March 2026

Rehder Forestry Consulting

- Provided maps and spreadsheets to the Association for use in removing EAB and hazard trees
- Help organize the annual Brush Pick-up program
- All diseased oak trees from 2025 have been removed. This limits the potential overland spread of oak wilt.
- Approved tree care vendors to be added the arborist list.