CITY OF NORTH OAKS

Regular City Council Meeting City Council Meeting
Wednesday, March 25, 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: 816 4282 2523 or by joining the meeting via the following link: https://us02web.zoom.us/j/81642822523*

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

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

5. **Approval of Agenda**

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

6a. Approval of Licenses:
Arborist: 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.
2.26.2026 Council minutes Draft.pdf

2.26.2026 Public Comments to be added to Minutes.pdf

6c. Approval City Financials

EFTs: 1212e - 1218e, and 1220e-1225e

Checks: 16136 - 16184
March 2026 Check Register.pdf

March Financial Charts 2026.pdf

March 2026 Financial Budget Actuals.pdf

6d. Approval of 1 Day liquor license for Summerfest

6e. Approval of Variance for 11 Creekside Lane
2026-03-25_CC_Staff Packet_11 Creekside VAR.pdf

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

8. Unfinished Business

8a. Discussion and possible action on Supplemental Utilities Agreement with North Oaks Company
Supplemental Water and Sanitary Sewer Infrastructure Agreement - NOC and NO (1.21.2026)- 197593569·v14 Updated JPA_NOC signature.pdf

Memo to Council re Water and Sewer Agreements 3.23.2026.pdf

8b. Discussion and possible action on 2-party Joint Powers Agreement with White Bear Township
JOINT POWERS AGREEMENT Dated 2.20.2026 FINAL.pdf

8c. Discussion and possible action on Three-Party Joint Powers Agreement with Lino Lakes and White Bear Township.
3 Party JPA - Tracked Changes 3.11.2026 V2 - LP COMMENTS 3.13.2026.pdf

9. New Business

9a. Presentation of water model by City Engineer

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

10. Council Member Reports

11. City Administrator Reports

12. City Attorney Reports

13. Miscellaneous

13a. City Forester Report
February in Review.pdf

13b. Deputy Lydon Safety Report

FEB 2026 Report.pdf

14. Adjournment - *The next meeting of the City Council is Thursday, April 9th, 2026.*

North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
February 26, 2026

1. CALL TO ORDER

Councilor Wolter called the meeting to order at 4:07 p.m.

2. ROLL CALL

Present: Mayor Krista Wolter, Councilors Grover Sayre, Mark Azman, Andrew Gaspard, Sara Shah
Staff Present: Administrator Kevin Kress, Attorney Bridget Nason, City Planner Kendra Lindahl (remote) and City Engineer Jupe Hale
Others Present: NineNorth Videographer Damen Price
A quorum was declared present.

3. PLEDGE OF ALLEGIANCE

Mayor Wolter led the Council in the Pledge of Allegiance.

4. CITIZEN COMMENTS

- Kress noted that the City Councilors were forwarded written comments from Ilya Berchenko and the City Administrator on LPR, some for and against which have been shared with Council.

MOTION by Shah, seconded by Azman, to accept the electronically submitted public comments to City Staff and Councilors regarding the continuation of the automated license plate reader program, into the official public record.
Motion carried unanimously.

- Joe and Linda Jesmer, 59-year residents, nothing profound on the License Plate reader. Finds it as an added measure of crime enforcement in our community, feels the costs are modest, and that there are cameras are everywhere, grocery, banks, gas. Finds it an extra level of security in these modern times, finds it money well spent and does not see a downside. They are heartily in favor of renewing the program.
- Peter Hairston, 14 Red Fox Road, read about license plate reader and prosecutions in the presentation. He finds the effectiveness low, he feels before we go forward, he feels we should see what cases have settled, if the LPR data as evidence is admissible in court, and what is prosecutable. Feels if we can't use LPR data they may be of limited value. He didn't see any data and criteria until this week and looking at the data, looks like there has been an increase in crime over the past year since it has been reported. He feels that statistic can be looked at the data either way. He wants to make sure the data stands up to scrutiny. He would like to see continuing with the system as is and continue to collect data. He feels currently there is still limited data and would like to see if admissible in criminal trial.

5. APPROVAL OF AGENDA

Motion by Gaspard, seconded by Shah, to approve the agenda as amended.
Motion approved unanimously.

6. CONSENT AGENDA

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

6a. Licenses for Approval:
Arborist: Metro Tree and Crane
Mechanical Licenses for Approval: Binder Heating & Air; City Wide Mechanical, Inc.; Sedgwick Heating; Woodland Way, Inc. DBA Woodland Stoves & Fireplaces

6b. Approval of 2.12.2026 City Council Minutes

MOTION by Azman, seconded by Gaspard, to approve the Consent agenda.
Motion carried unanimously.

7. UNFINISHED BUSINESS

7a. Consideration and possible action on 3-party Joint Powers Agreement between North Oaks, White Bear Township and Lino Lakes

- Kress noted that an update was been sent to Councilors earlier in the day. Nothing new on the 3-party agreement. Councilors did not have any questions on that content.

7b. Consideration and possible action on Two Party agreement between City and North Oaks Company

- Mayor Wolter noted that a draft has been sent to Councilors for review on what has been negotiated with White Bear Township. They are working on final approval and have been working daily for several weeks.
- In order to get the agreement with White Bear township complete, the two-party agreement with North Oaks Company needs to be finalized. She believes that the City is very close to getting the 2-party signed off on.
- White Bear township originally asked the City to install 12 meter pits to monitor water usage. The City engineer was able to get that down to 5 meter pits, which WBT has agreed to.
- The City is asking for North Oaks Company (NOC) to pay for putting in the metering pits, along with a fund to maintain them going forward.
- City is currently waiting on the North Oaks Company agreement to be finalized. Mayor Wolter would like to propose Council approve the 2-party with White Bear Township with contingency that we have a signed agreement with North Oaks Company and the City.

- Sayre noted the tremendous progress made in negotiations between City and the Company during this process. Wolter noted that attorneys at all Cities, Council and board members, staff at all three City entities makes things very complicated.

MOTION by Sayre, seconded by Azman, to approve the Supplemental Water Infrastructure Agreement between the North Oaks Company and City of North Oaks, and authorize execution of the same, with the City in a form and with terms generally consistent with the draft agreement dated February 25, 2026, subject to minor revisions as approved by the Mayor, City Administrator, and City Attorney.

- Mayor Wolter mentioned the short window to get these agreements done so they can be presented at all 3 City Ccouncil meetings.
- Shah asked what reality is of moving forward quickly. Wolter noted that would move forward with Company tomorrow.
- Azman asked what is considered minor. Kress noted they are looking for reassurance from City and WBT that this is moving forward. Minor considered verbiage could include stormwater turnover to NOHOA. Significant changes could be number of meter pits or monetary contributions. Kress noted that he feels the agreements are a good compromise between all parties.
- Attorney Nason clarified that the Two party with White Bear Township looks good as of this morning, so they do not anticipate any significant changes. She will pass along the final changes to Council with opportunity to review in a special Council meeting, if any significant change has arisen.

Motion carried unanimously.

7c. Consideration and possible action on Two party Joint Powers Agreement between City of North Oaks and White Bear Township

MOTION by Sayre, seconded by Shah, to approve the two-party JPA with White Bear Township, and authorize execution of the same, contingent upon the North Oaks Company executing a Supplemental Water Infrastructure Agreement with the City in a form and with terms consistent with the draft agreement dated February 25, 2026, subject to minor revisions as approved by the Mayor, City Administrator, and City Attorney.

Motion carried unanimously.

8. NEW BUSINESS

8a. Consideration and Possible approval of License Plate Reader Program

- Ilya Berchenko, 2 Island Road, is Chair of the Public Safety Task for and spearheading the License Plate reader program over the past several year.

- Sergeant Matt Marson from Ramsey County Sheriff's Office (RCSO) also in attendance to provide support and answer questions. Sergeant Marson currently works in records at Ramsey County Patrol stations, with prior experience in intelligence unit and a patrol officer. He is the RCSO administrator of use of the License plate reader program at Ramsey County Sheriff's office.
- Berchenko reviewed the highlights of the LPR program.
    - Program was approved by City and NOHOA in February 2024 and outlined 3 key performance indicators as measure tools.
    - In November – December 2024 – signed contract with Flock vendor for 17 ALPR at 11 North Oaks entrances. Paid $40,375 with no installation fees. Signed contracts with property owners such as NOHOA, Spring Farm, Hill Farm Condos, Wilkinson, Charley Lake preserve to install the readers on their properties. The final camera went live April 2024.
    - ALPR Pilot data retention and access: all data belongs to and are retained solely by City of North Oaks. Nobody in NOHOA/the City has access to the ALPR data. Only Ramsey County Sheriff's office has access. RCSO does not collaborate with ICE and they do not have access to North Oaks ALPR systems or data. Only RCSO leadership (sergeant and above), investigation units, and the North Oaks dedicated Deputy have access to conduct a search. Every time a license plate search is conducted a log is created. Retention time for data is 30 days unless there is an active investigation.
    - Key Performance Indicators (KPI) include:
        - Number of vehicles interdicted due to LPR, number of cases solved using ALPR data, and Property Crime Statistics
    - Flock system takes a picture of the rear of the vehicle, analyzes and captures the following details (even at night): license plate, state, vehicle type, make, model, color. The image is of vehicles only – there is no facial recognition, or anything tied to individuals.
    - The system generates real-time alerts that are received by RCSO sworn staff and intelligence unit. They come from National Crime Information Center (NCIC) system. It alerts to revoked, suspended, criminal vehicular operation, protection order, sex offenders, keeping our police safe, stolen vehicles, warrants, etc.
    - North Oaks Deputy can also create an alert such as order of protection/domestic violence. The live alerts come immediately to the RCSO phone and Deputy car. The special investigations unit would receive alert and reach out to patrol or CAT unit deputies for additional assistance as needed. Logs are generated for all searches.
    - A chart with typical monthly example was shown. There were 2,669 alerts that were generated from August 11 – September 29, 2025 most from NCIC database, 1 North Oaks Custom alert, and 7 RCSO Custom alerts. The total number of searches by RCSO was 319.
    - Key KPI 1 highlights include a high speed chase, thefts from vehicles, and more.
    - Key KPI 2 highlights of number of cases solved by using leads from Hodgson arrest, thefts from vehicle, several in July
    - KPI 3: property crime stats include: Theft from building, motor vehicle theft. The raw clearance rate of these categories before LRP was 30%, it is now 70%

clearance rate of crimes closed with a suspect arrest or currently active and known.

- The pilot period has ended and contract renewal is now on agenda for consideration. LPR program is deemed successful by both RCSO and North Oaks Public Safety Task force, and propose to extend existing contract for 3 years.
- Propose to expand to cover all North Oaks entrances, which would expand from 11 entrances and 17 ALPR's, to 18 entrances and 26 ALPR.
- NOHOA board met the week of February 18th and does not object to the City of North Oaks renewal of contract and expansion of project. Board vote was 8-0.
- New entrances include: Preserve Trail, Creekside, Sherwood Trail, Rapp Farm, Monarch Way, Pondview Trail entrance, Deer Hills entrance.
- Berchenko noted that recent court cases have shown that LPR data is up held for Law enforcement since it is only recording license plate.
- He stated that our Flock data has never been breached. Flock consistency reviews their protocols to ensure data security on their side.
- Councilor Sayre noted that it does help solve crimes and find and catch the perpetrator. Sergeant Mattson notes that it is very useful in solving crime, but is not the only defined item. Permissions are extremely limited, and tracking is specific. Sergeant Mattson stated it is a great tool and has help catch bad people in the community. There is a lot of oversight and welcome questions to ease comfort. There is a lot of strict oversight. LPR has helped them tie together multiple cases from other community. Mattson stated they are seeing it grow in neighboring cities. Having stolen cars, KOPS alerts from other cities help keep our communities safe.
- Azman asked if Federal agencies could have a warrant request and we would give that to them. Sergeant Mattson and Berchenko has confirmed we do NOT sell data to ICE. Ramsey County Sheriff's office would need to reach out proactively to other agencies based on the NCIS hits.
- It was noted that RCSO policy states that cameras be placed on a public road.
- Berchenko noted that City Council does not meet again until March 24th and Flock must be notified 30 days before end of April contract. He noted that all contracts to place readers on the private parties also must be renewed prior to the April deadline.
- Gaspard noted he spent a day riding with Deputy Lydon and was able to see how LPR is used live in action. He noted they allow deputies to grab onto vehicle and could help in extreme cases. He noted the Community is most concerned about data sharing and he feels comfortable with the presentation and the data controls which are in place.

Motion by Azman, seconded by Gaspard, to:

1. **The Council hereby CONDITIONALLY APPROVES a contract with Flock Safety for a 5-year ALPR pilot project, and authorizes execution of the Contract and all such other necessary related documents by the Mayor, City Administrator and other necessary staff and consultants subject to all of the following conditions: a) Any revisions required by the City Attorney shall be made to the contract before it is executed. b) The contract with Flock Safety shall include the existing pilot ALPR**

locations and new proposed entrances for a total of 26 total cameras, contingent upon City securing the necessary written permission from the property owners or applicable easement holder for the ALPR locations for the placement of the ALPRs as part of the project, and clarification of RCSO policy regarding placement of cameras adjacent to public property.

2. The City Attorney is authorized to prepare license agreements or other written instruments between the City and the property owners or applicable easement holders, including NOHOA, for the placement of the ALPRs and mounting poles for the duration of the ALPR Project, and the Mayor and City Administrator are authorized to execute such agreements.

3. 3. Staff and the City Attorney are directed and authorized to take such other actions as may be necessary to effectuate the intent of this Resolution to move forward with the ALPR Project.

- Azman in favor of expanding to all the proposed locations.
- Wolter noted in favor of 5-year contract.
- Gaspard leans to 3 years but could go either way.
- Berchenko noted the rate would extend for the duration of the contract, and emphasized the Flock maintenance and service has been good.

MOTION carried unanimously.

8b. Discuss 2026 Strategic Priorities for the City of North Oaks

- Kress noted his current list of priority activities include: Pleasant Lake, Railroads, Water, Sewer, Joint Powers Agreements, Operation Clearview with NOHOA, Ordinance recodification, potential City office agreements.
- Wolter noted her priorities include Pleasant Lake quality. Kress recapped the status of Pleasant Lake Community meeting on 2.24.2026. They are working on Memorandum of Understandings with VLAWMO, and working with North Company, St. Paul Regional Water Authority, Barr Engineering, NOHOA and more. Shah noted investigative phase will end in April, and Barr will make list of additional information that he needs to get in the summer. After this collection period, Barr will respond with an implementation plan and look at who the key players are at that time, and build implementation plan and timeline.
- Kress noted did one recodification to bring all current policies together. They are starting work with Chapter 1 to review all the code to bring up to date with State rules, etc. This is an ongoing project with goal of developing 1 single searchable PDF for all North Oaks Code.
- Operation Clearview is currently being reviewed by the NOHOA Safe Roads committee and will be brought to the City. Kress noted that NOHOA has the authority under deeds to ensure clear roadsides and take action to clear if need be, since they own easements. The City must go through a nuisance process which takes longer. Would like to see NOHOA take the lead on it. Bill Long from NOHOA stated that it is focusing on

intersections and they would appreciate the City support from a City from a safety perspective. Typically, would be within the easement which can do this. NOHOA and City being a united front will help get this done.

- Kress noted the quiet railroad project could take longer than originally planned, but City staff will look at it after the Joint powers agreements are settled.
- Shah noted there are quite a few complex topics on the City radar including the Master Infrastructure Plan /Study and wonder if the Planning Commission can assist with some of these topics. Perhaps researching other communities that have moved from septic to sewer, or working with Engineer to preview some items before it comes to Council. Kress noted that Council can direct the Planning Commission to work on a few items that staff may not have time to do. Kress to brainstorm during City Staff meeting.
- Sayre provided update on City Hall Office analysis. The commercial real estate broker and staff have been through multiple options including taking on current spaces, building a new location, taking over an existing space and remodel, possibility of owning current building, and keeping our current location. He noted an opportunity has come up to occupy a nearby dermatology location.
    - Sayre would like to research what it would look like for an eminent domain proceeding with the current building.
    - Wolter noted that the current building is in a prime location as the corner of the City, and would like to ensure options to own that building are explored.

Motion by Shah, seconded by Azman, to direct City Attorney office to work with Mayor, Councilor Sayre, City Administrator to outline what an eminent domain process would look like, and report back information and next steps.
Motion carried unanimously by roll call vote.

9. COUNCIL MEMBER REPORTS

- Azman nothing further.
- Shah nothing further.
- Gaspard nothing futher.
- Planning Commissioner Loegering noted the Planning Commission could be useful in addressing land use and septic and how it relates to the Comprehensive Plan and ramifications. Getting things fully discussed, on the record and giving more support could be helpful to make it more effectual and get community input.
- Sayre noted the North Oaks Foundation may not be able to invest dollars in NOHOA properties as originally thought. They are looking at solutions and perhaps a change in foundation structure.
- Gaspard noted the Cable commission has a change in law, which means the Commission can now take licensing fees and provide additional services as a means of revenue.

10. CITY ADMINISTRATOR REPORTS

- Administrator Kress nothing further to report.

11. CITY ATTORNEY REPORTS

- Attorney Nason stated the Minnesota State legislative session has begun. There are zoning and cannabis changes are on the docket and she will continue to share information that could impact the City. Councilors are asked to bring any concerns to her related to legislative matters.

12. MISCELLANEOUS

13. ADJOURNMENT

The next regular meeting of the City Council will be March 26, 2026.

MOTION by Gaspard seconded by Azman, to adjourn meeting at 6:12 p.m. Motion carried unanimously.

_____ _____

Kevin Kress, City Administrator Krista Wolter, Mayor

Date approved_____

Outlook

City LPR Update

From Amanda Mason <amanda.mason@rowcal.com>
Date Tue 2/24/2026 4:24 PM
To Deb Breen <dbreen@northoaksmn.gov>
Cc Megan Davis <megan.davis@rowcal.com>; Andrew Hawkins <bodhawkins@nohoa.org>

Hi Deb,

Please see the excerpt below regarding the City LPR update from the February 18 board meeting. If the City would prefer a more formal summary or documentation, please let me know and I'd be happy to provide it.

i. President Hawkins moved that the NOHOA board not object to the city of North Oaks extending the contract with Flock for three to five years including an expansion of additional LPRs, some to be placed on entrances which are on NOHOA property. Director Johnson seconded the motion.

1. The motion carried 8 – 0 – 0.

Thank you!

Amanda Mason

Outlook

FW: In support of Automated License Plate Reader (ALPR) in North Oaks

From Kevin Kress <KKress@northoaksmn.gov>
Date Thu 2/26/2026 10:38 AM
To Deb Breen <DBreen@northoaksmn.gov>

From: Ilya Berchenko <bubar0007@gmail.com>
Sent: Thursday, February 26, 2026 10:14 AM
To: Krista Wolter <KWolter@northoaksmn.gov>; Kevin Kress <KKress@northoaksmn.gov>; Andrew Gaspard <agaspard@northoaksmn.gov>; Sara Shah <SShah@northoaksmn.gov>; Grover Sayre <gsayre@northoaksmn.gov>; Mark Azman <MAzman@northoaksmn.gov>
Subject: Fwd: In support of Automated License Plate Reader (ALPR) in North Oaks

All,
I will send you a few emails about ALPRs that I was asked to share with the Council.

Thank you,
Ilya

---------- Forwarded message ---------
From: **Beatrice Robinson** <beatriceer@comcast.net>
Date: Thu, Feb 26, 2026 at 12:00 AM
Subject: In support of Automated License Plate Reader (ALPR) in North Oaks
To: Ilya Berchenko <bubar0007@gmail.com>
Cc: Sheila O'Brien <sheilarothobrien@hotmail.com>, veronica.ivans@gmail.com <veronica.ivans@gmail.com>, Judy Cognetta <judycognetta@comcast.net>, Don Neudauer <dneudauer@gmail.com>

Hi Ilya,

I am writing this email on behalf of the *Ramsey County Block Captains* in *the Summits Townhomes* in North Oaks and hope you will present our views to the City Council tomorrow. We are all very much in favor of continuing, expanding and extending the existing ALPR contract for 3-5 more years and expanding camera coverage to all North Oaks entrances.

We have been impressed by the number of vehicles stopped, arrests made, and cases solved by using leads from these cameras.
In addition, we understand that the clearance rate increased from 30-35% to 71% during the ALPR pilot period.

The cost is low, the cameras unobtrusive and privacy of individuals living in North Oaks not committing crimes is protected. We also are in synch with our neighboring cities and towns who use these cameras.

Keep it going!

Respectfully,

The Summits Block Captains
Judy Cognetta - Block Captain of Summit Lane
Veronica Ivans - Block Captain of Summit Ridge Drive
Don Neudauer - Block Captain of Summit Crossing
Sheila O'Brien - Block Captain of Summit Heights
Bean Robinson - Block Captain of Summit View

bean

Beatrice "Bean" Ellen Robinson
32 Summit View
North Oaks, Minnesota 55127
beatriceer@comcast.net
651-398-8860

Outlook

FW: LPR discussion at the City Council tomorrow (4:00 PM)

From Kevin Kress <KKress@northoaksmn.gov>
Date Thu 2/26/2026 10:38 AM
To Deb Breen <DBreen@northoaksmn.gov>

From: Ilya Berchenko <bubar0007@gmail.com>
Sent: Thursday, February 26, 2026 10:16 AM
To: Krista Wolter <KWolter@northoaksmn.gov>; Kevin Kress <KKress@northoaksmn.gov>; Andrew Gaspard <agaspard@northoaksmn.gov>; Sara Shah <SShah@northoaksmn.gov>; Grover Sayre <gsayre@northoaksmn.gov>; Mark Azman <MAzman@northoaksmn.gov>
Subject: Fwd: LPR discussion at the City Council tomorrow (4:00 PM)

FYI

---------- Forwarded message ---------
From: <thedudeabides277@gmail.com>
Date: Wed, Feb 25, 2026 at 11:29 PM
Subject: Re: LPR discussion at the City Council tomorrow (4:00 PM)
To: Ted Risdall <ted@risdall.com>
Cc: Ilya Berchenko <bubar0007@gmail.com>, Rick Kingston <rkingston817@gmail.com>, Lalla Meriem ALAOUI <lmalaoui@hotmail.com>, Ana Cantell <Anacantell27@gmail.com>, Beatrice Robinson <beatriceer@comcast.net>, Sheila O'Brien <sheilarothobrien@hotmail.com>, Judy Cognetta <judycognetta@comcast.net>, Don Neudauer <dneudauer@gmail.com>, <veronica.ivans@gmail.com>, Joe Lonsky <jlonsky@gmail.com>, <jdbreen123@msn.com>, Jennifer Lowry <jennifer@thelowrys.us>, <GSayre@tslglaw.com>, Andrew Gaspard <andrewgaspard1@gmail.com>, Sara Shah <sarabwells@gmail.com>, James Norwood <lavatch@comcast.net>, Vickie Burns <vickieburns2@gmail.com>, Janet Grottodden <jgrottodden@gmail.com>, Peter Bailey <peter.bailey@proutyproject.com>, Walter Hunt <walter.l.hunt@comcast.net>

I realize I am in the minority here, but I do not support this initiative.

Alex Smith

> On Feb 25, 2026, at 21:39, Ted Risdall <ted@risdall.com> wrote:
>
> Thank you Ilya for keeping this important initiative going.
>
> I'm sorry I cannot be there in person.
>
> I'm in support of continuing.

On Wed, Feb 25, 2026 at 9:44 AM Ilya Berchenko <bubar0007@gmail.com> wrote:

> Dear Block Captains,
> As some of you know, I'm presenting the results of the ALPR (Automated License Plate Reader) Pilot to the Council tomorrow. ALPR pilot is deemed to be successful by both RCSO and the North Oaks Public Safety Task Force. Therefore, I will propose to extend the existing contract for 3 or even 5 years and expand the coverage to all North Oaks entrances.
>
> I have a favor to ask. You are the public safety leaders of our community. Please join the Council tomorrow and let them know how you feel about this proposal and what your communities think about it.
>
> Thank you,
> Ilya

--

Ted Risdall

Risdall

e: ted@risdall.com | o: 651.286.6701 | c: 612.963.6683

3001 Broadway Street NE, Suite 620
Minneapolis, MN 55413

Outlook

FW: LPR discussion at the City Council tomorrow (4:00 PM)

From Kevin Kress <KKress@northoaksmn.gov>
Date Thu 2/26/2026 10:38 AM
To Deb Breen <DBreen@northoaksmn.gov>

From: Ilya Berchenko <bubar0007@gmail.com>
Sent: Thursday, February 26, 2026 10:15 AM
To: Krista Wolter <KWolter@northoaksmn.gov>; Kevin Kress <KKress@northoaksmn.gov>; Andrew Gaspard <agaspard@northoaksmn.gov>; Sara Shah <SShah@northoaksmn.gov>; Grover Sayre <gsayre@northoaksmn.gov>; Mark Azman <MAzman@northoaksmn.gov>
Subject: Fwd: LPR discussion at the City Council tomorrow (4:00 PM)

FYI

---------- Forwarded message ---------
From: **Peter Bailey** <peter.bailey@proutyproject.com>
Date: Wed, Feb 25, 2026 at 9:49 AM
Subject: RE: LPR discussion at the City Council tomorrow (4:00 PM)
To: Ilya Berchenko <bubar0007@gmail.com>

Ilya….I am unfortunately with a client tomorrow, and unable to attend.

I am in favor of it ….inobtrusive, and a good deterrent against people who might drive around looking for houses of snowbirds that look under occupied.

Thanks and talk soon.

Peter

prouty project

Alaska's calling - Join Prouty STRETCH Expedition 2026! Learn more



Peter Bailey, President | the Prouty Project (he / him / his)
6385 Old Shady Oak Road, Suite 260, Minneapolis, MN, 55344
Direct: 952.229.8969 | Main: 952.942.2922 | Mobile: 612-280-4856

Strategic Planning and Leadership Development

"A mind stretched by a new experience can never go back to its old dimensions."~ Oliver Wendell Holmes

Peter's Recommended Resources:

The Crisis Files Podcast #144 with Roshini Rajkumar: https://thecrisisfiles.com/podcasts/case-file-144-self-gps/

Watch my Ted-x Video on Developing your Heroic Journey Mindset.

Learn a new cross-cultural approach through my Global Leadership videos:

- Global Ambassador Proficiency
- Using the GLOBAL Acronym

From: Ilya Berchenko <bubar0007@gmail.com>
Sent: Wednesday, February 25, 2026 9:44 AM
To: Rick Kingston <rkingston817@gmail.com>; Ilya Berchenko <bubar0007@gmail.com>; Lalla Meriem ALAOUI <Lmalaoui@hotmail.com>; Ana Cantell <Anacantell27@gmail.com>; Beatrice Robinson <beatriceer@comcast.net>; Sheila O'Brien <sheilarothobrien@hotmail.com>; Judy Cognetta <judycognetta@comcast.net>; Don Neudauer <dneudauer@gmail.com>; veronica.ivans@gmail.com; Alex Smith <thedudeabides277@gmail.com>; Joe Lonsky <jlonsky@gmail.com>; jdbreen123@msn.com; Jennifer Lowry <jennifer@thelowrys.us>; Ted Risdall <ted@risdall.com>; GSayre@tslglaw.com; Andrew Gaspard <andrewgaspard1@gmail.com>; Sara Shah <sarabwells@gmail.com>; James Norwood <lavatch@comcast.net>; Vickie Burns <vickieburns2@gmail.com>; Janet Grottodden <jgrottodden@gmail.com>; Peter Bailey <peter.bailey@PROUTYPROJECT.COM>; Walter Hunt <walter.l.hunt@comcast.net>
Subject: LPR discussion at the City Council tomorrow (4:00 PM)

⚠ **WARNING:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Block Captains,
As some of you know, I'm presenting the results of the ALPR (Automated License Plate Reader) Pilot to the Council tomorrow. ALPR pilot is deemed to be successful by both RCSO and the North Oaks Public Safety Task Force. Therefore, I will propose to extend the existing contract for 3 or even 5 years and expand the coverage to all North Oaks entrances.

I have a favor to ask. You are the public safety leaders of our community. Please join the Council tomorrow and let them know how you feel about this proposal and what your communities think about it.

Thank you,
Ilya

Outlook

Citizen Comments

From Francis Skamser <fsskamser@gmail.com>
Date Wed 2/25/2026 9:52 PM
To Kevin Kress <KKress@northoaksmn.gov>; Deb Breen <DBreen@northoaksmn.gov>

Hello Mayor and Council -- we're unable to attend the meeting tomorrow and want to share comments to be included in the record as well as read into the meeting. They are below. Thank you for your consideration.

Madam Mayor and Councilmembers, thank you for the opportunity to comment.

As the City considers whether to continue or expand the LPR pilot program, I want to focus on compliance, usability, and public accountability -- not whether technology is inherently good or bad.

First, three of the proposed camera locations -- Osprey, Phoebe, and Kestrel -- do not comply with Ramsey County's ALPR policy and therefore cannot be used by the Ramsey County Sheriff's Department. The County policy states:

"An ALPR shall only be used to read license plates of vehicles that are exposed to public view… on a public road or private property visible from a public road or a place to which the public has access."

Cameras placed in locations that do not meet this standard are operationally unusable for county collaboration, which undermines one of the core justifications for the program. If the City proceeds, camera placement must align with the policy of our contracted public safety service, or we are paying for infrastructure that cannot be meaningfully utilized.

Additionally, for clarification, The Order Form of the Agreement includes the following as included features.

"Community Network Access - *The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases."* and *"Real-Time NCIC alerts sent to Shared Agencies - Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera"*

What does it mean to request "direct access to feeds from privately owned LPR cameras"... The use of the word "Feeds" implies that the cameras can be remote accessed as live feeds at any time. Is that the case with our cameras? Is that an enabled feature as the agreement says?

"Shared Agencies" is not defined in the agreement. Who is or are the enabled "shared agencies" for our system? Can that configuration be confirmed with a meta data export and published?

Second, if this program continues, transparency must be substantially improved both in terms of dependability and content. I am requesting a dedicated LPR webpage on the City's website that includes:

- The full vendor contract and amendments and FAQs
- A publicly accessible map of camera locations
- Links to the Minnesota Data Practices Act
- Links to the Ramsey County Sheriff's ALPR policy
- Regular public reporting on use and outcomes that conforms to formalized guidelines and not anecdotes arbitrarily selected by any one individual.

Similarly, just as we do for standing committees, the members of the LPR task force or oversight group should be named publicly.

Third, the City should adopt a formal compliance and audit program, not ad-hoc assurances, which are also posted to the LPR webpage. At a minimum, this should include:

- Twice-annual publication of LPR audit logs, using anonymized user IDs, showing:
  - Unique users
  - Searches or access events
  - Case references or notes (which are contractual requirements of each access case)
  - As well as any other standardized audit data provided by the vendor

  This requirement should be explicitly written into the contract renewal.
- Quarterly reporting of crime-related KPIs, paired with quarterly county prosecution outcomes, so the public can see whether LPR usage is producing measurable results -- not just activity.
- Bi-annual reports listing all cases in which LPR data was used, in aggregate form.

The system-generated data included in the items above are all covered under the existing terms of the agreement under either Customer Data or Customer-Generated Data and are the property of the City. It's standard procedure for a SaaS agreement to include reporting to its Client. The data processing time of the county is months-long rather than days or weeks. It seems completely reasonable that our service provider pulls and provides the data directly as it is our data.

Finally, the contract should include a clear downtime clause, especially for critical failures and unscheduled downtime. If this service is truly providing a mission-critical investigative, evidentiary or prosecutorial value…we should anticipate and treat failures in the system appropriately as damages and the risk should be adequately shared between parties.

In short: compliant placement, full transparency, routine auditing, and measurable outcomes should be non-negotiable conditions of continuation.

Thank you for your time.

--

Franny Skamser Lewis
3 red maple lane

651-468-7658

NORTH OAKS

*Check Summary Register©

March 2026

	Name	Check Date	Check Amt	
10100	**Checking**			
1212e	ADP	03/02/26	$142.96	ADP 2/26/2026
1213e	COMCAST	03/03/26	$487.44	February Dark Fiber
1217e	P E R A	03/09/26	$2,523.92	PERA 03-12-26
1218e	Voya Financial	03/09/26	$125.00	Deferred Comp 3-12-26
1220e	PAYROLL	03/09/26	$18,110.78	Car Allowance
1221e	Beam	03/10/26	$134.88	Dental Benefits - March 2026
1223e	ADP	03/16/26	$146.55	ADP 3/12/2026
1224e	PAYROLL	03/23/26	$18,135.72	Staff Wages
1225e	Delta Dental of Minnesota	03/11/26	$732.06	Dental Benefits - March 2026
16136	WSB, LLC	03/02/26	$36,359.75	General Engineering Services
16138	Abdo	03/12/26	$10,700.00	Audit Services ended December 31, 2025
16139	Campbell Knutson	03/12/26	$828.00	Met Council System Statement - Feb 2026
16140	City of Shoreview-Water	03/12/26	$21,972.52	Charley Lake - Acct 295535-1
16141	Companion Animal Care	03/12/26	$150.00	Animal Control Services - February 2026
16142	Connexus Energy	03/12/26	$8.56	5919 Centerville - February 2026
16143	Core & Main	03/12/26	$3,144.50	8 Additional Water Meters
16144	Ehlers	03/12/26	$2,635.00	Utility Rate Study - Usage Analysis
16145	EUREKA RECYCLING	03/12/26	$2,035.37	February 2026 Rev Share
16146	Gopher State One-Call, Inc.	03/12/26	$33.75	Monthly Services - February 2026
16147	GreatAmerica Financial Service	03/12/26	$110.00	Monthly Service
16148	Kelly & Lemmons, P.A.	03/12/26	$700.00	Prosecution Services - February 2026
16149	Kennedy & Graven, Chartered	03/12/26	$26,773.60	General Services
16150	Lake Johanna Fire Department	03/12/26	$212.39	Capital Expense - ID Printer
16151	Landform Professionals	03/12/26	$5,859.10	Comp Plan Appeal & Legislation
16152	Larkin Hoffman Attorneys	03/12/26	$585.00	Nonprofit Organizational Matters
16153	League MN Cities Ins Trust	03/12/26	$25,813.00	Property & Casualty Coverage Premium
16154	Leonard Carl Prof Services	03/12/26	$19,243.68	Permit & Plan Review - February 2026
16155	Marco, Inc.	03/12/26	$545.91	Copier Rental - March
16156	Messerli Kramer	03/12/26	$6,800.00	Retainer - March 2026
16157	Metro Council Envir Srvc-Sewer	03/12/26	$8,086.21	Monthly Sewer - April 2026
16158	Metro-Inet	03/12/26	$3,824.00	IT Services - March 2026
16159	Minnesota Department of Health	03/12/26	$3.00	Water Supply Service Connection Fee
16160	Minuteman Press	03/12/26	$38.00	250 Business Cards - Kevin Kress
16161	MN PEIP	03/12/26	$6,861.24	Coverage Dates - 4/1/26 - 4/30/26
16162	NineNorth	03/12/26	$813.76	Monthly Services - February
16163	North Oaks Village Center LLC	03/12/26	$9,705.17	Commercial Base Rent - March 2026
16164	Nykanen Inspections	03/12/26	$3,529.92	Electrical Inspections - February 2026
16165	Peterson-Waddle Recycling	03/12/26	$30,685.38	Storage rent
16166	Premium Waters, Inc.	03/12/26	$32.21	Monthly Service - February
16167	Quality Flow Systems, Inc.	03/12/26	$9,860.00	Replacement ARX
16168	Ramsey County Sheriff	03/12/26	$99,664.85	One time lump sum
16169	Ramsey County-Emergency Commun	03/12/26	$2,626.95	911 Dispatch - February
16170	REHDER FORESTRY CONSULTING	03/12/26	$3,266.61	Forestry Services - February 2026
16171	Riccar Heating & Air	03/12/26	$35.00	Refund for 4 Poplar Lane
16172	ROADKILL ANIMAL CONTROL	03/12/26	$129.00	1 Coyote - February
16173	Staples	03/12/26	$118.68	Pre-inked stamp
16174	U S Bank	03/12/26	$1,244.99	Maddens on Gull Lake
16175	Verizon Wireless	03/12/26	$20.02	February Usage
16176	White Bear Township	03/12/26	$4,390.00	10 Pondview Trail
16177	Epoch Design LLC	03/25/26	$599.41	4 Mailbox Manager
16178	Instrumental Research, Inc.	03/25/26	$290.68	Coliform Bacteria Testing
16179	Metering & Technology Solution	03/25/26	$247.05	Terminal Screws; Torx Seal Screw
16180	North Oaks Village Center LLC	03/25/26	$9,705.17	Base Rent - April
16181	Quality Flow Systems, Inc.	03/25/26	$2,800.00	Service check on 14 Liftstations

NORTH OAKS

*Check Summary Register©

March 2026

	Name	Check Date	Check Amt	
16182	Ramsey County Sheriff	03/25/26	$106,243.93	March 2026 Services
16183	Wonderful Home Builders	03/25/26	$135.00	Escrow Payment - 10 Pondview Trail
16184	WSB, LLC	03/25/26	$22,201.75	General Engineering Services - February 2026
		Total Checks	$532,207.42	

10100 Checking

101 GENERAL	$459,575.41
400 SPECIAL PROJECTS	$9,925.00
401 FIRE EQUIPMENT	$212.39
601 WATER	$32,736.90
602 SEWER	$29,757.72
	$532,207.42

_____ Mayor Krista Wolter

_____ Mark Azman

_____ Andrew Gaspard

_____ Sara Shah

_____ Grover Sayer

NORTH OAKS

*Check Detail Register©

March 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1212 e	03/02/26	**ADP**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$142.96		ADP 2/26/2026
		Total	$142.96		
1213 e	03/03/26	**COMCAST**			
E 101-41300-309		COMPUTER/INTERNET/	$487.44		February Dark Fiber
		Total	$487.44		
1217 e	03/09/26	**P E R A**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$1,890.17		PERA 03-12-26
E 602-41300-131		HEALTH, DENTAL, LIFE,	$633.75		PERA 03-12-26
		Total	$2,523.92		
1218 e	03/09/26	**Voya Financial**			
E 602-43000-127		DEFERRED COMP CONT	$125.00		Deferred Comp 3-12-26
		Total	$125.00		
1220 e	03/09/26	**PAYROLL**			
E 101-41300-101		WAGES - FULL TIME	$13,168.18	03/12/26	Staff Wages
E 602-41300-101		WAGES - FULL TIME	$3,876.92	03/12/26	Public Works Director
E 602-43000-103		WAGES - PART TIME/TE	$200.00	03/12/26	Public Works On-Call
E 602-41300-121		PERA CONTRIBUTIONS	$339.51	03/12/26	PERA (7.5%)
E 602-41300-131		HEALTH, DENTAL, LIFE,	($633.75)	03/12/26	PERA
E 101-41300-131		HEALTH, DENTAL, LIFE,	$1,012.59	03/12/26	PERA (7.5%)
E 101-41300-122		FICA CONTRIBUTIONS	$1,379.17	03/12/26	FICA
G 101-21701		FEDERAL TAXES PAYAB	$1,773.64	03/12/26	FWH
G 101-21701		FEDERAL TAXES PAYAB	($1,773.64)	03/12/26	FWH
E 101-41300-131		HEALTH, DENTAL, LIFE,	($1,890.17)	03/12/26	PERA
G 101-21702		STATE TAXES PAYABLE	$917.20	03/12/26	SWH
G 101-21702		STATE TAXES PAYABLE	($917.20)	03/12/26	SWH
E 602-43000-127		DEFERRED COMP CONT	($125.00)	03/12/26	Empower PSC
E 602-41300-131		HEALTH, DENTAL, LIFE,	$450.00	03/12/26	Medical & Cell Phone
E 101-41300-132		CAR ALLOWANCE	$333.33	03/12/26	Car Allowance
E 101-41300-131		HEALTH, DENTAL, LIFE,	($1,012.59)	03/12/26	PERA (7.5%)
E 101-41300-121		PERA CONTRIBUTIONS	$1,012.59	03/12/26	PERA (7.5%)
E 101-41300-131		HEALTH, DENTAL, LIFE,	$1,890.17	03/12/26	PERA
E 101-41300-121		PERA CONTRIBUTIONS	($1,890.17)	03/12/26	PERA
		Total	$18,110.78		
1221 e	03/10/26	**Beam**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$134.88		Vision Benefits - March 2026
		Total	$134.88		
1223 e	03/16/26	**ADP**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$146.55		ADP 3/12/2026
		Total	$146.55		
1224 e	03/23/26	**PAYROLL**			
E 101-41300-101		WAGES - FULL TIME	$13,486.16	03/26/26	Staff Wages

NORTH OAKS

*Check Detail Register©

March 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-41300-101		WAGES - FULL TIME	$3,876.92	03/26/26	Public Works Director
E 602-43000-103		WAGES - PART TIME/TE	$690.00	03/26/26	Public Works On-Call
E 602-41300-121		PERA CONTRIBUTIONS	$342.51	03/26/26	PERA (7.5%)
E 602-41300-131		HEALTH, DENTAL, LIFE,	($639.35)	03/26/26	PERA
E 101-41300-121		PERA CONTRIBUTIONS	$1,011.44	03/26/26	PERA (7.5%)
E 101-41300-122		FICA CONTRIBUTIONS	$1,381.06	03/26/26	FICA
G 101-21701		FEDERAL TAXES PAYAB	$1,677.40	03/26/26	FWH
G 101-21701		FEDERAL TAXES PAYAB	($1,677.40)	03/26/26	FWH
E 101-41300-121		PERA CONTRIBUTIONS	($1,888.02)	03/26/26	PERA
G 101-21702		STATE TAXES PAYABLE	$914.33	03/26/26	SWH
G 101-21702		STATE TAXES PAYABLE	($914.33)	03/26/26	SWH
E 602-43000-127		DEFERRED COMP CONT	($125.00)	03/26/26	Empower PSC
		Total	$18,135.72		
1225 e	03/11/26	**Delta Dental of Minnesota**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$732.06		Dental Benefits - March 2026
		Total	$732.06		
16136	03/02/26	**WSB, LLC**			
E 101-41900-303		ENGINEERING SERVICE	$36,359.75	R-031721-00	General Engineering Services
		Total	$36,359.75		
16138	03/12/26	**Abdo**			
E 101-41500-301		AUDIT SERVICES	$10,700.00	519392	Audit Services ended December 31, 2025
		Total	$10,700.00		
16139	03/12/26	**Campbell Knutson**			
E 400-41600-300		PROFESSIONAL SERVIC	$828.00		Met Council System Statement - Feb 2026
		Total	$828.00		
16140	03/12/26	**City of Shoreview-Water**			
E 601-49400-382		WATER - SHOREVIEW	$8,356.37		Charley Lake - Acct 295535-1
E 601-49400-382		WATER - SHOREVIEW	$1,020.20		Unaccounted Water - Acct 295659-1
E 601-49400-382		WATER - SHOREVIEW	$11,063.33		Village Center - Acct 295540-1
E 601-49400-382		WATER - SHOREVIEW	$1,532.62		CLCA Acct 200254-1
		Total	$21,972.52		
16141	03/12/26	**Companion Animal Care**			
E 101-46100-317		ANIMAL MANAGEMENT	$150.00		Animal Control Services - February 2026
		Total	$150.00		
16142	03/12/26	**Connexus Energy**			
E 101-43100-381		ELECTRIC UTILITIES	$8.56		5919 Centerville - February 2026
		Total	$8.56		
16143	03/12/26	**Core & Main**			
E 601-49400-255		WATER METERS	$3,144.50	V000026714	8 Additional Water Meters
		Total	$3,144.50		
16144	03/12/26	**Ehlers**			
E 601-49400-313		CONTRACT SERVICES	$2,635.00	105673	Utility Rate Study - Usage Analysis

NORTH OAKS

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March 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$2,635.00		
16145	03/12/26	**EUREKA RECYCLING**				
E 101-43200-384		RECYCLING		$2,035.37	INV3116	February 2026 Rev Share
			Total	$2,035.37		
16146	03/12/26	**Gopher State One-Call, Inc.**				
E 101-42300-300		PROFESSIONAL SERVIC		$33.75	6020647	Monthly Services - February 2026
			Total	$33.75		
16147	03/12/26	**GreatAmerica Financial Services**				
E 101-41300-210		OPERATING SUPPLIES		$110.00	41429	Monthly Service
			Total	$110.00		
16148	03/12/26	**Kelly & Lemmons, P.A.**				
E 101-41600-315		LEGAL FEES - PROSEC		$700.00	67327	Prosecution Services - February 2026
			Total	$700.00		
16149	03/12/26	**Kennedy & Graven, Chartered**				
E 101-41600-304		LEGAL FEES - GENERAL		$6,522.00	192046	General Services
E 101-41600-304		LEGAL FEES - GENERAL		$4,447.20	192047	WBT Water/Sewer JPA
E 101-41600-304		LEGAL FEES - GENERAL		$690.00	192047	Wilkinson Waters Development
E 101-41600-304		LEGAL FEES - GENERAL		$5,170.40	192291	General Services
E 101-41600-304		LEGAL FEES - GENERAL		$2,158.20	192292	WBT Water/Sewer JPA
E 101-41600-304		LEGAL FEES - GENERAL		$6,960.00	192292	Wilkinson Waters Development
E 101-41600-304		LEGAL FEES - GENERAL		$675.80	192292	Knute Development v North Oaks
E 101-41900-305		ESCROW/PROJECT PAY		$150.00	192292	11 Creekside Variance
			Total	$26,773.60		
16150	03/12/26	**Lake Johanna Fire Department**				
E 401-42200-500		CAPITAL OUTLAY		$212.39	1021	Capital Expense - ID Printer
			Total	$212.39		
16151	03/12/26	**Landform Professionals**				
E 101-41900-305		ESCROW/PROJECT PAY		$137.00	37683	3 Sherwood CUP
E 101-41900-305		ESCROW/PROJECT PAY		$1,246.35	37683	11 Creekside Variance
E 400-41600-300		PROFESSIONAL SERVIC		$2,297.00	37684	Comp Plan Appeal & Legislation
E 101-41910-300		PROFESSIONAL SERVIC		$1,634.75	37684	City Meetings & City Business
E 101-41900-305		ESCROW/PROJECT PAY		$544.00	37684	5 Catbird Height
			Total	$5,859.10		
16152	03/12/26	**Larkin Hoffman Attorneys**				
E 101-41600-304		LEGAL FEES - GENERAL		$585.00	871683	Nonprofit Organizational Matters
			Total	$585.00		
16153	03/12/26	**League MN Cities Ins Trust**				
E 101-41300-360		INSURANCE		$25,813.00		Property & Casualty Coverage Premium
			Total	$25,813.00		
16154	03/12/26	**Leonard Carl Prof Services**				
E 101-42400-313		CONTRACT SERVICES		$19,243.68		Permit & Plan Review - February 2026

NORTH OAKS

*Check Detail Register©

March 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$19,243.68		
16155	03/12/26	**Marco, Inc.**				
E 101-41300-210		OPERATING SUPPLIES		$545.91	41429031	Copier Rental - March
			Total	$545.91		
16156	03/12/26	**Messerli Kramer**				
E 400-41600-300		PROFESSIONAL SERVIC		$6,800.00	499048	Retainer - March 2026
			Total	$6,800.00		
16157	03/12/26	**Metro Council Envir Srvc-Sewer**				
E 602-49450-385		SEWER		$8,086.21		Monthly Sewer - April 2026
			Total	$8,086.21		
16158	03/12/26	**Metro-Inet**				
E 101-41300-309		COMPUTER/INTERNET/		$3,824.00	3363	IT Services - March 2026
			Total	$3,824.00		
16159	03/12/26	**Minnesota Department of Health**				
E 601-49400-383		WATER - WBT		$3.00		Water Supply Service Connection Fee
			Total	$3.00		
16160	03/12/26	**Minuteman Press**				
E 101-41300-210		OPERATING SUPPLIES		$38.00	14254	250 Business Cards - Kevin Kress
			Total	$38.00		
16161	03/12/26	**MN PEIP**				
E 101-41300-131		HEALTH, DENTAL, LIFE,		$6,861.24	1614033	Coverage Dates - 4/1/26 - 4/30/26
			Total	$6,861.24		
16162	03/12/26	**NineNorth**				
E 101-41420-345		CABLE TV		$813.76	2026-026	Monthly Services - February
			Total	$813.76		
16163	03/12/26	**North Oaks Village Center LLC**				
E 101-41300-410		RENTALS		$5,413.60		Commercial Base Rent - March 2026
E 101-41300-410		RENTALS		$4,291.57		Commercial CAM - March 2026
			Total	$9,705.17		
16164	03/12/26	**Nykanen Inspections**				
E 101-42400-313		CONTRACT SERVICES		$3,529.92		Electrical Inspections - February 2026
			Total	$3,529.92		
16165	03/12/26	**Peterson-Waddle Recycling**				
E 101-43200-384		RECYCLING		$150.00		Storage rent
E 101-43200-384		RECYCLING		$350.00		Cart & Delivery Repair
E 101-43200-384		RECYCLING		$28,747.71		Monthly Services - February
E 101-43200-384		RECYCLING		$221.33		Fuel Reimbursement - February
E 101-43200-384		RECYCLING		$1,216.34		Volume Charge - February
			Total	$30,685.38		
16166	03/12/26	**Premium Waters, Inc.**				

NORTH OAKS

*Check Detail Register©

March 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41300-210		OPERATING SUPPLIES	$32.21		Monthly Service - February
		Total	$32.21		
16167	03/12/26	**Quality Flow Systems, Inc.**			
E 602-49450-429		MISC/LIFTSTATIONS	$9,860.00	50546	Replacement ARX
		Total	$9,860.00		
16168	03/12/26	**Ramsey County Sheriff**			
E 101-42100-313		CONTRACT SERVICES	$44,565.48	SHRFL-0023	One time lump sum
E 101-42100-313		CONTRACT SERVICES	$55,099.37	SHRFL-0023	New labor contract
		Total	$99,664.85		
16169	03/12/26	**Ramsey County-Emergency Commun**			
E 101-42100-313		CONTRACT SERVICES	$9.36	EMCOM-013	Fleet Support - February
E 101-42100-313		CONTRACT SERVICES	$341.92	EMCOM-013	CAD Services - February
E 101-42100-313		CONTRACT SERVICES	$2,275.67	EMCOM-013	911 Dispatch - February
		Total	$2,626.95		
16170	03/12/26	**REHDER FORESTRY CONSULTING**			
E 101-46100-316		TREE PRESERVATION	$3,266.61	525	Forestry Services - February 2026
		Total	$3,266.61		
16171	03/12/26	**Riccar Heating & Air**			
E 101-42400-313		CONTRACT SERVICES	$35.00		Refund for 4 Poplar Lane
		Total	$35.00		
16172	03/12/26	**ROADKILL ANIMAL CONTROL**			
E 101-46100-318		NATURAL RESOURCES	$129.00		1 Coyote - February
		Total	$129.00		
16173	03/12/26	**Staples**			
E 101-41300-210		OPERATING SUPPLIES	$16.16	6056741408	Pre-inked stamp
E 101-41300-210		OPERATING SUPPLIES	$52.49	6056741410	Paper
E 101-41300-210		OPERATING SUPPLIES	$50.03	6056741412	Address labels & Envelopes
		Total	$118.68		
16174	03/12/26	**U S Bank**			
E 101-41300-310		TRAINING	$353.26		Maddens on Gull Lake
E 101-41300-310		TRAINING	$525.00		2026 MCMA Annual Conference
E 101-41300-309		COMPUTER/INTERNET/	$140.87		Microsoft 365
E 101-41300-309		COMPUTER/INTERNET/	$140.87		Microsoft 365
E 101-41300-309		COMPUTER/INTERNET/	$30.84		Laptop Charger (Shaw)
E 601-49400-210		OPERATING SUPPLIES	$54.15		ATDR Amp-Trap 2000 Time Delay/Class CC Fuse
		Total	$1,244.99		
16175	03/12/26	**Verizon Wireless**			
E 101-41300-210		OPERATING SUPPLIES	$20.02	6137391616	February Usage
		Total	$20.02		
16176	03/12/26	**White Bear Township**			
E 601-49400-383		WATER - WBT	$4,390.00		10 Pondview Trail

NORTH OAKS

*Check Detail Register©

March 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$4,390.00		
16177	03/25/26	**Epoch Design LLC**				
E 101-41300-322		POSTAGE/MAILBOXES		$390.36	03272026	4 Mailbox Manager
E 101-41300-322		POSTAGE/MAILBOXES		$209.05	03272026	1 Package Master
			Total	$599.41		
16178	03/25/26	**Instrumental Research, Inc.**				
E 601-49400-400		REPAIRS AND MAINTEN		$290.68	6992	Coliform Bacteria Testing
			Total	$290.68		
16179	03/25/26	**Metering & Technology Solution**				
E 601-49400-210		OPERATING SUPPLIES		$247.05	INV10084	Terminal Screws; Torx Seal Screw
			Total	$247.05		
16180	03/25/26	**North Oaks Village Center LLC**				
E 101-41300-410		RENTALS		$5,413.60		Base Rent - April
E 101-41300-410		RENTALS		$4,291.57		Commercial CAM - April
			Total	$9,705.17		
16181	03/25/26	**Quality Flow Systems, Inc.**				
E 602-49450-429		MISC/LIFTSTATIONS		$2,800.00	50547	Service check on 14 Liftstations
			Total	$2,800.00		
16182	03/25/26	**Ramsey County Sheriff**				
E 101-42100-313		CONTRACT SERVICES		$106,243.93	SHRFL-0023	March 2026 Services
			Total	$106,243.93		
16183	03/25/26	**Wonderful Home Builders**				
E 101-41900-305		ESCROW/PROJECT PAY		$135.00		Escrow Payment - 10 Pondview Trail
			Total	$135.00		
16184	03/25/26	**WSB, LLC**				
E 101-41900-303		ENGINEERING SERVICE		$22,201.75		General Engineering Services - February 2026
			Total	$22,201.75		
			10100	$532,207.42		

NORTH OAKS

*Check Detail Register©

March 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment

Fund Summary

10100 Checking	
101 GENERAL	$459,575.41
400 SPECIAL PROJECTS	$9,925.00
401 FIRE EQUIPMENT	$212.39
601 WATER	$32,736.90
602 SEWER	$29,757.72
	$532,207.42

_____ Mayor Krista Wolter

_____ Mark Azman

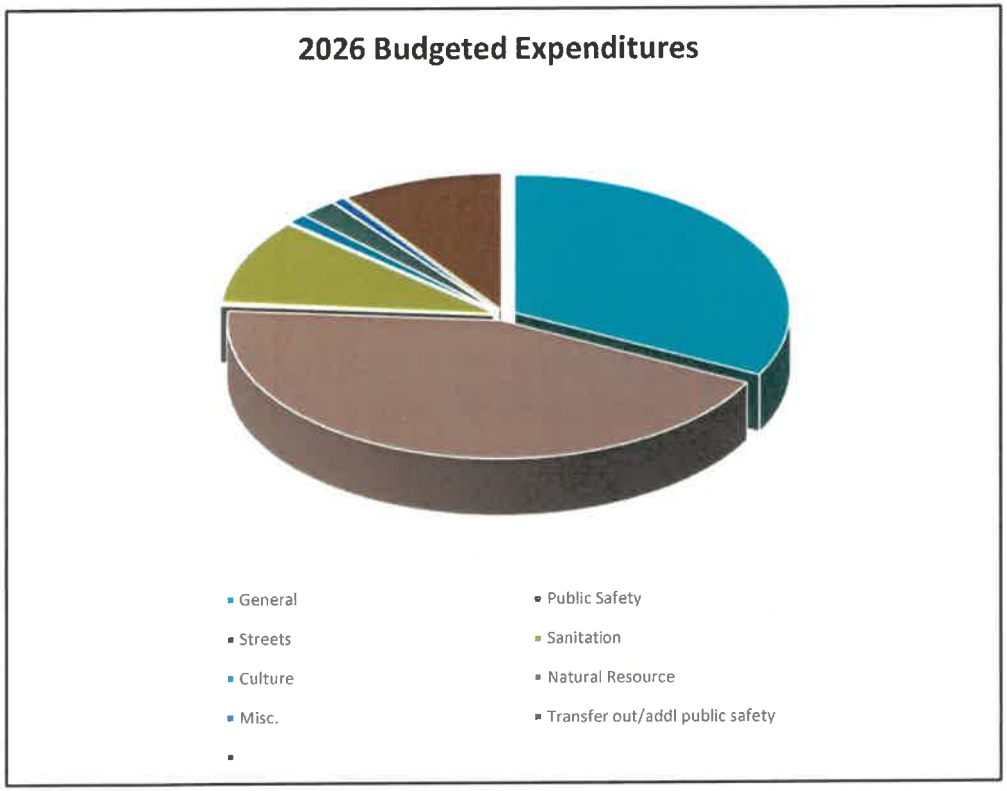
_____ Andrew Gaspard

_____ Sara Shah

_____ Grover Sayer

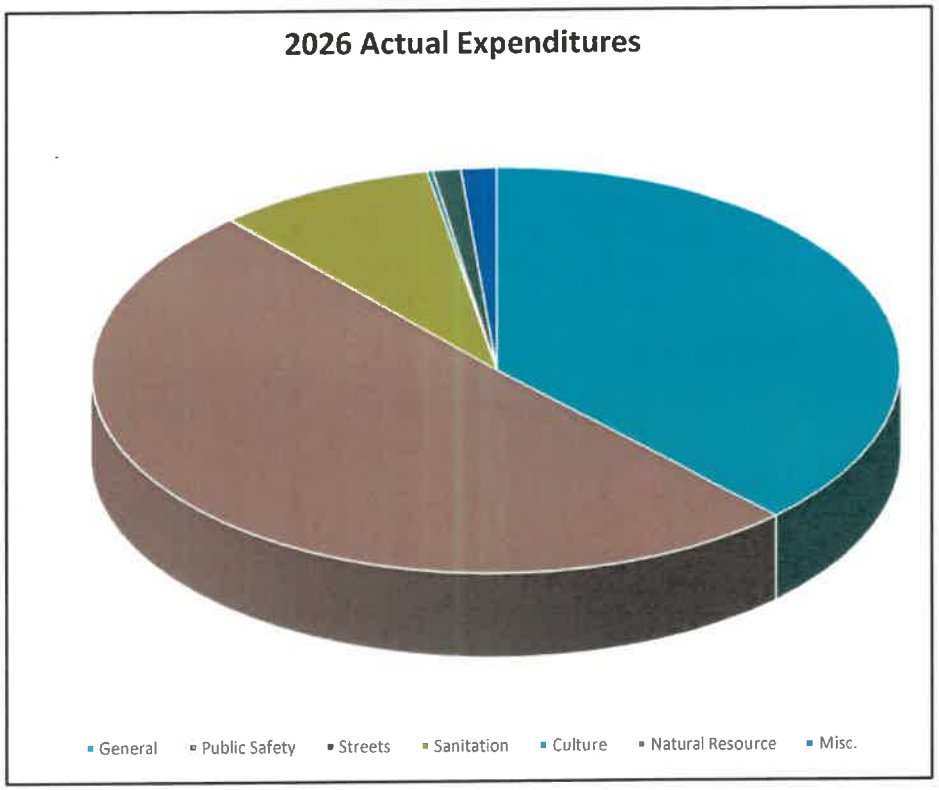
2026 Budgeted Expenditures

$1,603,680.00	General
$1,998,082.00	Public Safety
$53,000.00	Streets
$394,522.00	Sanitation
$38,066.00	Culture
$115,000.00	Natural Resource
$25,292.00	Misc.
$75,000.00	Transfer out/addl public safety



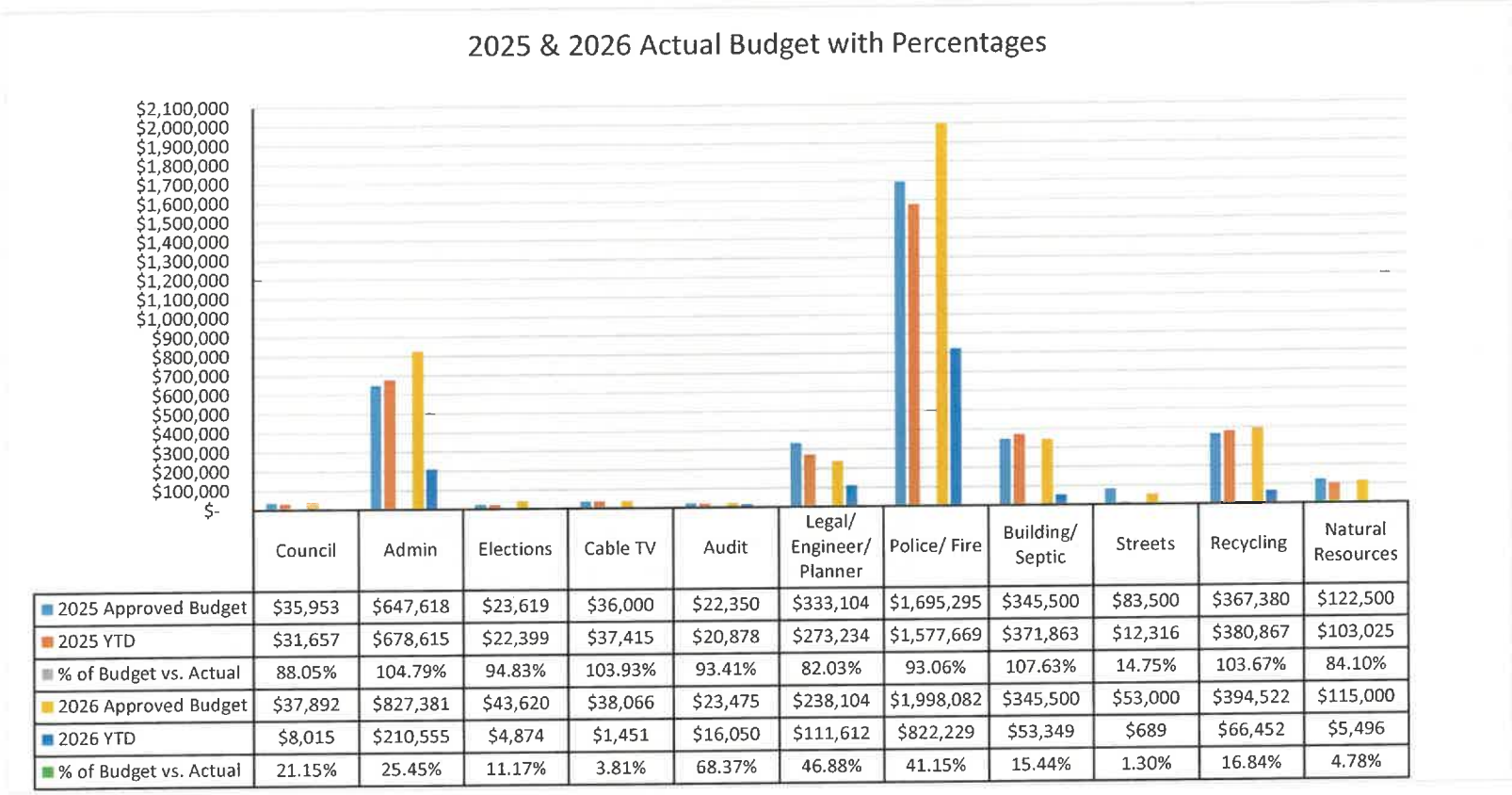
2026 YTD Expenditures

$	405,575.29	General
$	822,228.74	Public Safety
$	688.55	Streets
$	66,451.65	Sanitation
$	1,450.84	Culture
$	5,496.14	Natural Resource
$	8,014.95	Misc.
		Transfer out/addl public safety

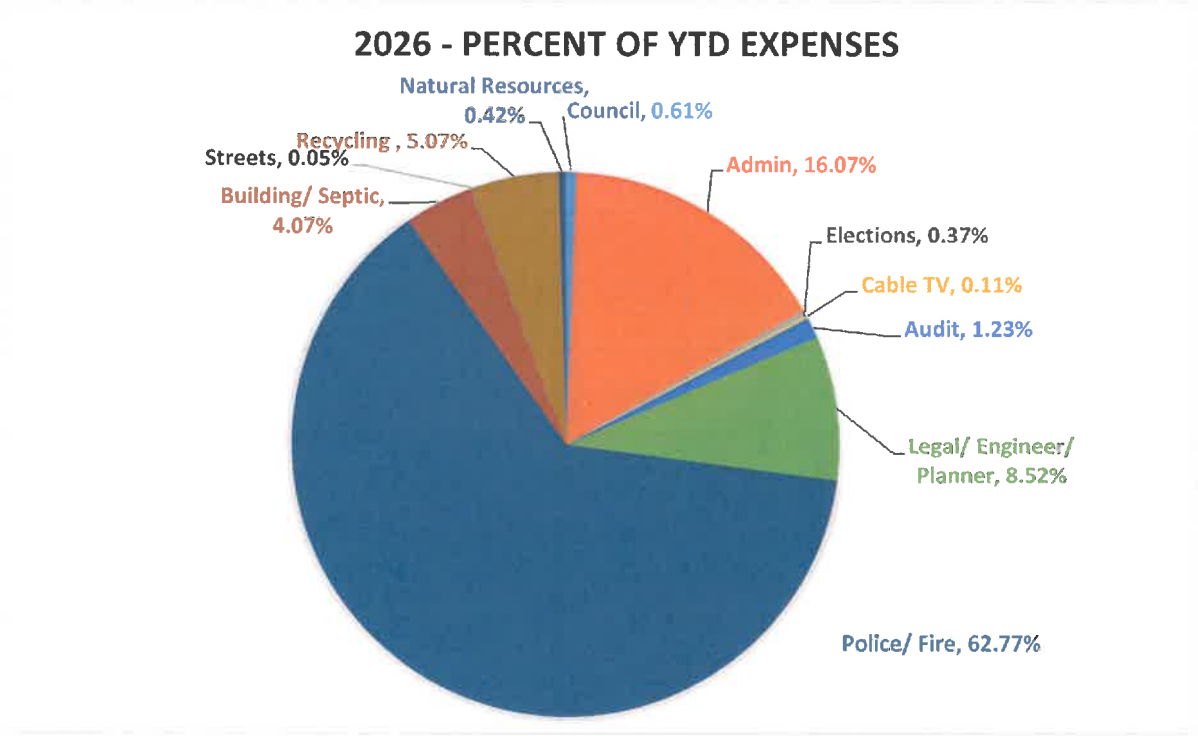


2026 Approved Budget with 2026 YTD/ % Of Budget vs. Actual/ Actual Expenses with % of Budget

	2026 Approved Budget	2026 YTD	% of Budget vs. Actual		1,309,906.16
Council	$ 37,892	$ 8,015	21.15%		0.61%
Admin	$ 827,381	$ 210,555	25.45%		16.07%
Elections	$ 43,620	$ 4,874	11.17%		0.37%
Cable TV	$ 38,066	$ 1,451	3.81%		0.11%
Audit	$ 23,475	$ 16,050	68.37%		1.23%
Legal/ Engineer/ Planner	$ 238,104	$ 111,612	46.88%		8.52%
Police/ Fire	$ 1,998,082	$ 822,229	41.15%		62.77%
Building/ Septic	$ 345,500	$ 53,349	15.44%		4.07%
Streets	$ 53,000	$ 689	1.30%		0.05%
Recycling	$ 394,522	$ 66,452	16.84%		5.07%
Natural Resources	$ 115,000	$ 5,496	4.78%		0.42%
Transfers		$ -			0.00%



	Council	Admin	Elections	Cable TV	Audit	Legal/ Engineer/ Planner	Police/ Fire	Building/ Septic	Streets	Recycling	Natural Resources
2025 Approved Budget	$35,953	$647,618	$23,619	$36,000	$22,350	$333,104	$1,695,295	$345,500	$83,500	$367,380	$122,500
2025 YTD	$31,657	$678,615	$22,399	$37,415	$20,878	$273,234	$1,577,669	$371,863	$12,316	$380,867	$103,025
% of Budget vs. Actual	88.05%	104.79%	94.83%	103.93%	93.41%	82.03%	93.06%	107.63%	14.75%	103.67%	84.10%
2026 Approved Budget	$37,892	$827,381	$43,620	$38,066	$23,475	$238,104	$1,998,082	$345,500	$53,000	$394,522	$115,000
2026 YTD	$8,015	$210,555	$4,874	$1,451	$16,050	$111,612	$822,229	$53,349	$689	$66,452	$5,496
% of Budget vs. Actual	21.15%	25.45%	11.17%	3.81%	68.37%	46.88%	41.15%	15.44%	1.30%	16.84%	4.78%


2026 - PERCENT OF YTD EXPENSES
Natural Resources, 0.42%
Council, 0.61%
Recycling , 5.07%
Streets, 0.05%
Admin, 16.07%
Building/ Septic, 4.07%
Elections, 0.37%
Cable TV, 0.11%
Audit, 1.23%
Legal/ Engineer/ Planner, 8.52%
Police/ Fire, 62.77%

CITY OF NORTH OAKS APPROVED 2026 BUDGET

Updated 3/25/26

APPROVED 2026 EXPENDITURES

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/2025	% of Budget	UnderLine	2026 Budget	3/25/2026	% of Budget
101-41100-103	LEGISLATIVE -	WAGES - PART TIME/TEMP	$12,600.00	$9,210.00	73.10%	CC/PC wages 675/mayor;	$12,600.00		0.00%
101-41100-311	LEGISLATIVE -	CONFERENCES/SEMINARS	$800.00	$0.00	0.00%		$800.00	$41.55	5.19%
101-41100-313	LEGISLATIVE -	CONTRACT SERVICES			#DIV/0!	Timesavers			
101-41100-350	LEGISLATIVE -	PUBLISHING & ADVERTISING	$2,200.00	$1,826.68	83.03%	Legal/P.H	$2,752.00	$37.40	1.36%
101-41100-433	LEGISLATIVE -	DUES AND SUBSCRIPTIONS	$20,353.00	$20,619.96	101.31%	NWYFS/LMC/MCMA	$21,740.00	$7,936.00	36.50%
101-41300-101	CITY	WAGES - FULL TIME	318,259.00	$320,607.84	100.74%	combined wages	$345,326.00	$79,011.60	22.88%
101-41300-103	CITY	WAGES - PART TIME/TEMP			#DIV/0!				
101-41300-121	CITY	PERA CONTRIBUTIONS						($5,200.65)	
101-41300-122	CITY	FICA CONTRIBUTIONS	24,653.00	$32,559.20	132.07%		$26,417.00	$8,153.60	30.86%
101-41300-127	CITY	DEFERRED COMP							
101-41300-131	CITY	HEALTH, DENTAL, LIFE, LTD INS	$55,623.00	$59,919.52	107.72%	Car/PERA/Health	104,046.00	$38,181.59	36.70%
101-41300-131	CITY	CAR ALLOWANCE	$4,000.00	$3,999.96	100.00%	Car Allowance	4,000.00	$1,000.00	25.00%
101-41300-210	CITY	OPERATING SUPPLIES	$30,500.00	$27,389.66	89.80%	Office/IT/Software	$31,415.00	$629.08	2.00%
101-41300-309	CITY	COMPUTER/INTERNET/GIS	$66,700.00	$74,406.87	111.55%	Granicus/Polco/Comcast	$68,701.00	$19,241.64	28.01%
101-41300-310	CITY	TRAINING	$3,000.00	$9,037.32	301.24%	League/MCMA/MAMA	$50,000.00	$878.26	1.76%
101-41300-322	CITY	MAILBOXES	$5,000.00	$1,717.87	34.36%	passthrough	$5,000.00	$599.41	11.99%
101-41300-360	CITY	INSURANCE	$26,000.00	$21,145.00	81.33%		$26,000.00	$29,240.00	112.46%
101-41300-381	CITY	ELECTRIC UTILITIES	$1,200.00	$1,323.13	110.26%		$1,300.00		0.00%
101-41300-410	CITY	RENTALS	$112,131.00	$117,298.20	104.61%	Office Rent	$115,176.00	$38,820.68	33.71%
101-41300-430	CITY	MISCELLANEOUS EXPENSE	$0.00	$9,210.57	#DIV/0!	Website/Domain/OPG	$50,000.00		
101-41400-300	ELECTIONS	PROFESSIONAL SERVICES	$23,619.00	$22,399.00	94.83%	Election Contracts	$43,620.00	$4,874.00	11.17%
101-41420-345	CABLE TV	PROFESSIONAL SERVICES	$36,000.00	$37,414.66	103.93%		$38,066.00	$1,450.84	3.81%
101-41500-301	FINANCE	AUDIT SERVICES	$22,350.00	$20,878.00	93.41%	AEM - 3 year contract	$23,475.00	$16,050.00	68.37%
101-41600-304	LEGAL	LEGAL FEES - GENERAL	$50,000.00	$79,402.30	158.80%	Kennedy & Graven	$55,000.00	$27,208.60	49.47%
101-41600-315	LEGAL	LEGAL FEES - PROSECUTION	$13,104.00	$11,611.18	88.61%	Kelly & Lemmons	$13,104.00	$1,550.00	11.83%
101-41900-302	ENGINEERING	IMPROVEMENT PROJECTS	$100,000.00	$17,180.55		I35/CTY RD J	$30,000.00		
101-41900-303	ENGINEERING	ENGINEERING SERVICES	$75,000.00	$86,037.10	114.72%	WSB	$75,000.00	$75,511.75	100.68%
101-41900-305	ENGINEERING	ESCROW/PROJECT PAYABLE	$15,000.00	$36,021.85	240.15%		$15,000.00	$3,304.35	22.03%
101-41910-300	PLANNING	PROFESSIONAL SERVICES	$80,000.00	$42,980.75	53.73%	Planning Fees	$50,000.00	$4,037.50	8.08%
101-42100-313	POLICE	CONTRACT SERVICES	$1,107,195.00	$1,046,452.18	94.51%	Police Contract	$1,292,512.00	$512,201.84	39.63%
101-42110-313	SECURITY	CONTRACT SERVICES	$47,100.00	$2,070.00		Security - RAVE/LPR	$74,070.00	$2,070.00	2.79%
101-42200-313	FIRE	CONTRACT SERVICES	$540,000.00	$527,193.00	97.63%	LJFD	$630,000.00	$307,874.50	48.87%
101-42300-300	EMERGENCY	PROFESSIONAL SERVICES	$1,000.00	$1,953.90	195.39%	Gopher State	$1,500.00	$82.40	5.49%

APPROVED 2026 EXPENDITURES (CONTINUED)

101-42400-300	BUILDING	PROFESSIONAL SERVICES	$500.00	$260.00	52.00%	Other Inspections	$500.00		0.00%
101-42400-313	BUILDING	CONTRACT SERVICES	$300,000.00	$341,014.14	113.67%		$300,000.00	$38,349.38	12.78%
101-42400-451	BUILDING	BUILDING PERMIT SURCHARGE	$30,000.00	$15,001.13	50.00%		$30,000.00	$0.00	0.00%
101-43100-381	STREETS	ELECTRIC UTILITIES	$3,000.00	$2,757.41	91.91%		$3,000.00	$688.55	22.95%
101-43100-408	STREETS	STREETS/SIDEWALK/CURB	$80,500.00	$9,558.51	11.87%	Mel's Service	$50,000.00	$0.00	0.00%
101-43200-384	RECYCLING	RECYCLING	$361,380.00	$375,005.75	103.77%		$388,522.00	$66,451.65	17.10%
101-43200-384	RECYCLING	RECYCLING (Clean Up Day)	$6,000.00	$5,861.25	97.69%	Clean Up/Recycle Day	$6,000.00		0.00%
101-45100-470	RECREATION-	COMMUNITY FUNCTIONS		$0.00					
101-46100-316	NATURAL	TREE PRESERVATION	$45,000.00	$58,404.25	129.79%	City Forester	$60,000.00	$4,472.14	7.45%
101-46100-317	NATURAL	DEER/ANIMAL MANAGEMENT	$75,000.00	$21,679.13	28.91%	Deer/dogs/geese	$50,000.00	$696.00	1.39%
101-46100-318	NATURAL	NATURAL RESOURCES	$2,500.00	$7,354.08	294.16%	NRC	$5,000.00	$328.00	6.56%
101-49450-313	SEWER	CONTRACT SERVICES	$15,000	$15,587.50	103.92%	Septic Inspector	$15,000		0.00%
101-49990-720	UNALLOCATED	TRANSFER OUT	$350,000.00			Fire Capital	$75,000.00		
101-49990-720	UNALLOCATED	TRANSFER OUT				Police Capital			
101-49990-720	UNALLOCATED	TRANSFER OUT		$0.00		General Capital			
			$4,062,819.00	$3,494,349.40	86.01%		$4,302,642.00	$1,309,906.16	30.44%

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/25	% of Budget	UnderLine	2026 Budget	3/25/2026	% of Budget
306-47000-601	DEBT SERVICE	BOND PRINCIPAL				LGWA Bond			
306-47000-611	DEBT SERVICE	BOND INTEREST							
306-47000-620	DEBT SERVICE	PAYING AGENT FEES							
400-41600-300	ATTORNEY	PROFESSIONAL SERVICES		$891.00		2050 Comp Plan System Stmt	$48,000.00	$24,134.50	
400-41910-300	PLANNING	PROFESSIONAL SERVICES					.		
400-41910-303	ENGINEERING	ENGINEERING SERVICES				WSB City Wide Full Design	$65,000.00		
400-43100-408	STREETS	STREETS/SIDEWALK/CURB							
400-46100-318	NATURAL	NATURAL RESOURCES							
401-42200-500	FIRE	CAPITAL OUTLAY	$350,000.00	$1,750,430.18		Fire Expenses		$212.39	#DIV/0!
402-49450-430	SEWER	MISCELLANEOUS EXPENSE	$0.00	$0.00					
403-47000-720	DEBT SERVICE	TRANSFER OUT	$0.00	$0.00					
403-49450-430	SEWER	MISCELLANEOUS EXPENSE	$0.00	$0.00					
404-42100-500	POLICE	CAPITAL OUTLAY				Police Expenses			
406-43000-381	PUBLIC WORKS	ELECTRIC UTILITIES		$1,041.97					

Updated 3/25/26

APPROVED 2026 REVENUES

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/25	% of Budget	UnderLine	2026 Budget	3/25/2026	% of Budget
101-31010	COUNCIL	GENERAL PROPERTY TAXES	$2,794,583.00	$2,740,603.62	98.07%		$2,900,879.00		0.00%
101-31810	COUNCIL	CABLE T.V. FEES	$91,000.00	$88,245.96	96.97%		$89,900.00		0.00%
101-32110	COUNCIL	ALCOHOLIC BEV LICENSE	$5,650.00	$5,500.00	97.35%		$5,650.00		0.00%
101-32111	COUNCIL	TOBACCO LICENSE	$600.00	$600.00	100.00%		$600.00		0.00%
101-32160	COUNCIL	CONTRACTOR LICENSES	$9,000.00	$15,940.00	177.11%		$10,000.00	$5,655.00	56.55%
101-32210	COUNCIL	BUILDING PERMIT	$500,000.00	$440,544.40	88.11%		$500,000.00	$67,194.51	13.44%
101-32230	COUNCIL	HEAT/PLUMB PERMIT	$50,000.00	$80,088.62	160.18%		$60,000.00	$12,052.50	20.09%
101-32240	COUNCIL	ANIMAL LICENSE	$0.00	$0.00	#DIV/0!		$0.00		0.00%
101-32260	COUNCIL	STATE SURCHARGE	$12,000.00	$15,667.81	130.57%		$15,000.00	$2,499.64	16.66%
101-32261	COUNCIL	ISTS PERMIT	$6,750.00	$11,650.00	172.59%		$7,000.00	$550.00	7.86%
101-32262	COUNCIL	RENTAL LICENSE FEE	$1,000.00	$200.00	20.00%		$500.00		0.00%
101-32263	COUNCIL	SHORELAND/FORESTRY PERMIT	$300.00	$100.00	33.33%		$300.00		0.00%
101-32264	COUNCIL	ISTS PUMPING RECORDS	$5,000.00	$12,240.00	244.80%		$10,000.00	$1,115.00	11.15%
101-33440	COUNCIL	SCORE GRANT	$12,000.00	$25,710.00	214.25%		$12,000.00		0.00%
101-33600	COUNCIL	OTHER GOVT GRANTS/AID		$29,920.47			$0.00		
101-34103	COUNCIL	VARIANCE, PUD, PLAT FEES, CUP	$4,500.00	$4,500.00	100.00%		$4,500.00	$1,350.00	30.00%
101-34103	COUNCIL	ESCROW FEES	$15,000.00	$34,848.00			$15,000.00	$4,465.95	29.77%
101-34120	COUNCIL	CERTIFICATE OF OCCUPANCY FEE	$300.00	$500.00	166.67%		$300.00	$200.00	66.67%
101-34403	COUNCIL	RECYCLING FEES		$253.50			$0.00	$64.00	#DIV/0!
101-35100	COUNCIL	FINES AND FORFEITS	$5,000.00	$1,743.88	34.88%		$5,000.00	$375.66	7.51%
101-35104	COUNCIL	LATE FEES/NSF FEES		$15.00			$0.00		
101-36100	COUNCIL	SPECIAL ASSESSMENTS	$361,380.00	$372,960.61	103.20%	Recycling Assessment	$373,620.00		0.00%
101-36102	COUNCIL	SPECIAL ASSESSMENTS - CLHOA		$87,498.81		Charley Lake HOA	$9,415.00	$1,882.92	
101-36200	COUNCIL	MISCELLANEOUS REVENUES	$5,000.00	$2,028.09	40.56%	Conduit Bond & Misc	$5,000.00	$610.00	12.20%
101-36210	COUNCIL	INTEREST EARNINGS	$84,000.00	$163,165.70	194.24%		$90,000.00	$30,502.85	33.89%
101-36220	COUNCIL	RENTS	$52,756.00	$58,916.23	111.68%	NOHOA Rent	$54,178.00	$4,434.04	8.18%
101-36222	COUNCIL	COMMUNITY FUNCTIONS	$3,000.00	$1,975.00	65.83%	Community Mtg Room	$800.00	$150.00	18.75%
101-36240	COUNCIL	REFUNDS AND REIMBURSEMENT	$44,000.00	$21,476.35	48.81%	LMC & Other Rebates	$20,000.00	$715.47	3.58%
101-39200	COUNCIL	TRANSFER IN	$0			Use of Fund Balance	$113,000.00		
			$4,062,819	**$4,216,892**			**$4,302,642.00**	**$133,817.54**	**3.11%**

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/25	% of Budget	UnderLine	2026 Budget	3/25/2026	% of Budget
306-36100	COUNCIL	SPECIAL ASSESSMENTS			#DIV/0!	LGWA Bond Assessments			
306-36210	COUNCIL	INTEREST EARNINGS							
400-33418	COUNCIL	MNDOT STATE AID STREETS							
400-36210	COUNCIL	INTEREST EARNINGS				Special Project Interest			
400-36240	COUNCIL	REFUNDS AND REIMBURSEMENTS							
400-39200	COUNCIL	TRANSFER IN							
401-36210	COUNCIL	INTEREST EARNINGS							
401-36240	COUNCIL	REFUNDS AND REIMBURSEMENTS							
401-39200	COUNCIL	TRANSFER IN							
401-39310	COUNCIL	BOND		$1,922,990.82					
R 403-36210	403-36210	INTEREST EARNINGS							
R 403-37180	403-37180	MAINTENANCE/ESCROW FEE							
R 403-39200	403-39200	TRANSFER IN							
R 404-39200	R 404-39200	TRANSFER IN				Police			
406-36100	COUNCIL	SPECIAL ASSESSMENTS		$918.55				$825.69	
406-36200	COUNCIL	MISCELLANEOUS REVENUES	$0			LGWA Maint Assessments			
406-36210	COUNCIL	INTEREST EARNINGS		$0.00					

CITY OF NorthOaks
Building on a tradition of innovation

PLANNING REPORT

TO: North Oaks City Council

FROM: Kendra Lindahl and John Uphoff, City Planner
Kevin Kress, City Administrator
Bridget McCauley Nason, City Attorney
Jupe Hale, City Engineer

DATE: March 25, 2026

RE: Setback Variance at 11 Creekside Lane (city file 26-002)

Date Application Submitted	December 19, 2025
Date Application Determined Complete:	January 16, 2026
Planning Commission Meeting Date:	February 26, 2026
City Council Meeting Date:	March 25, 2026
120-day Review Date:	May 16, 2026

REQUEST

Rich Riemersma from Zawadski Homes, on behalf of the homeowners, Shane and Jessica Slominski, has requested approval of a variance to allow a 6-foot setback for a swimming pool and a 17-foot setback for pool equipment where a minimum of 30 feet is required from the west property line. The applicant has stated that the swimming pool is a specialized therapy pool for use by the homeowners' children, who have been diagnosed with cerebral palsy.

PLANNING COMMISSION REVIEW

On February 26, the Planning Commission voted 7-0 to recommend approval of the variance application. Shane and Jessica Slominski were present to speak on this item.

BACKGROUND

Zoning and Land Use

This 0.98-acre property is guided Low Density residential and is zoned Residential Single Family – Medium Density (RSM).

This site is currently developed with a single-family home with attached garage. There is a wetland on the north side of the property.



Figure 1 - Subject Parcel

In 2023, Slominski's applied for a variance from the Floor Area Ratio (FAR) maximum to allow for construction of an elevator. Resolution No. 1477 was approved by the City Council on February 9, 2023, granting a reasonable accommodation under the Americans with Disabilities Act (ADA) to allow the installation of the elevator.

In August 2025, the applicant submitted plans to the North Oaks Home Owners' Association (NOHOA) for review by the Architectural Supervisory Committee (ASC). The plans submitted to NOHOA at that time showed the swimming pool located on the north side of the house. NOHOA advised the applicant that the ASC was likely to deny the project because the proposed location of the swimming pool was within 30 feet of the wetland located on the north side of the property. The updated plans will require ASC approval.

PLANNING ANALYSIS

Private swimming pools are an allowed accessory use in the residential zoning districts. Chapter 150.058 of the City Code establishes standards for swimming pools and spas. Specifically:

1. *Requires pools to be in the rear or side yard*

   Meets this requirement.

2. *Requires pools to be at least 30 feet of any lot line and at least 10 feet from any principal structure or accessory buildings except accessory buildings without frost footings*

   Does not meet this requirement.

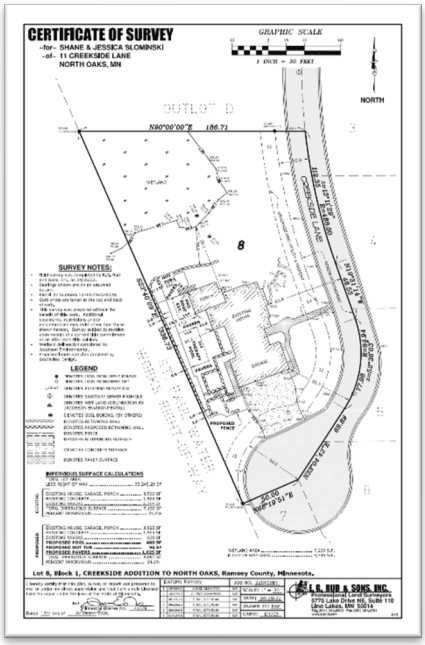


Figure 2- Site Survey

3. *Requires that mechanical equipment be a minimum of 30 feet from any lot line*

   Does not meet this requirement.

4. *Requires any swimming pool or appurtenances to be a minimum of 10 feet from any portion of a sewage disposal line or sewage treatment system*

   Meets this requirement.

5. *Requires any water supply line for a swimming pool be at least 15 feet to any portion of the sewage treatment system*

   Meets this requirement.

6. *Requires a safety fence of at least 5 feet in height that must completely enclose the pool.*

   Meets this requirement.

The applicants' plans comply with the above standards except for the requirement that the swimming pool and mechanical equipment be a minimum of 30 feet from the property line. The pool is located six feet from the west property line, and the mechanical equipment is located 17 feet from the west property line.

The plans show the proposed swimming pool and pool equipment to be constructed in the rear yard located west of the existing house with a 5-foot fence enclosing the pool area and a solid wall along the west property line and to the north of the pool area. Sewer and water lines are located on the east side of the house and therefore no portion of the swimming pool or appurtenances are located less than 10 feet to any portion of a sewage disposal line or sewage treatment system, nor is any water supply line for the swimming pool less than 15 feet to any portion of a sewage treatment system.

Section 151.050(F) states that no building or structure except fences, screening, planting strips and landscaping shall be located within 30 feet of lot lines. City Code defines "Structure" as anything that is built, constructed or erected, whether temporary or permanent, in, on or above the land. However, Section 151.034 of the City Code allows solid walls as part of the landscaping. The solid wall shown on the applicants' plans along the west property line is permitted if it does not exceed 48 inches above adjacent ground grades.

The City Engineer reviewed the plans and found finished grades and improvements acceptable in relation to the surrounding grades and found the calculations for changes to impervious areas accurate and acceptable.

Variance Standards

The applicant is requesting a variance to allow the swimming pool to be six feet from the west property line and the mechanical equipment to be 17 feet from the west property line where 30 feet is required. Section 151.078 of the Zoning Code requires that the following criteria be considered, and a variance only be granted when it is demonstrated that the following standards have all been met:

(1)(a) Their strict enforcement would cause practical difficulties because of circumstances unique to the individual land under consideration, and the variances shall be granted only when it is demonstrated that the actions will be in keeping with the spirit and intent of this chapter.

The location of the wetland on this existing lot of record does not allow for another location for a new swimming pool and alternatives on this site create a practical difficulty if the City believes that not having a swimming pool on site creates a practical difficulty for this family. The location initially considered by the applicant (north of the home) would likely encroach on the wetlands on this site.

b) PRACTICAL DIFFICULTIES means the land in question cannot be put to a reasonable use if used under conditions allowed by the official controls, the plight of the land owner is due to circumstances unique to the land in question which were not created by the land owner, and the variance, if granted, will not alter the essential character of the locality.

The site has two street frontages, which restricts the location to either the west or north side of the home. The location of a wetland north of the home does not allow for another location for a new swimming pool. The site conditions are circumstances unique to the land in question and are not created by the landowner. Approving the variance will result in the construction of a new swimming pool. It would not alter the essential character of the locality.

(c) Economic considerations alone shall not constitute an undue hardship if reasonable use for the land exists under the terms of this chapter.

The requested variance is to construct a swimming pool for therapeutic purposes at an existing home. The variance is not based on economic considerations alone.

(d) A variance may not be granted for any use that is not permitted under this chapter for land in the zone where the affected person's land is located.

The variance would allow a new swimming pool. It would not allow a use that is not permitted by City Code.

(2) Subject to the above, a variance may be granted only in the event that all of the following circumstances exist:

(a) Unique circumstances apply to the which do not generally apply to other land in the same zone or vicinity, and result from lot size or shape, topography, or other circumstances over which the owners of the land have no control;

The circumstances of this site do not apply to other properties in same zone and are the result of the lot size and existing conditions on this lot. The corner lot has limited options for placement of the pool, and the options are further limited by the location of the wetland to the north.

(b) The proposed uses is reasonable;

The proposed use is reasonable. It will allow construction of a swimming pool, which is a permitted accessory use.

(c) That the unique circumstances do not result from the actions of the applicant;

The circumstances do not result from the action of the applicant. The applicant was advised by NOHOA ASC that the initial proposed location for the swimming pool was not acceptable due to the proximity of the wetlands on the north side of the property. The corner lot and wetland location limit options for the pool.

(d) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district;

Granting the variance will not confer upon the applicant any special privilege. It will simply allow them to construct a swimming pool.

(e) That the Variance requested is the minimum variance which would alleviate the practical difficulties;

If the City finds that not having the swimming pool, hot tub and expanded patio would be a practical difficulty for this family, the variance is the minimum action needed to alleviate the practical difficulties on site.

(f) The proposed variance will not impair an adequate supply of light and air to adjacent land, or substantially increase the congestion of the roads and streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood; and

The proposed variance will not impair an adequate supply of light and air to adjacent land or substantially increase the congestion of the roads and streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

(g) At no time after the land became nonconforming was the property under common ownership with contiguous land, the combination of which could have been used to reduce or avoid the nonconformity of the land.

At no time after the land became nonconforming was the property under common ownership with contiguous land, the combination of which could have been used to reduce or avoid the nonconformity of the land.

The City Engineer has reviewed the request, and those comments are attached to this report.

Attached for reference:

Exhibit A:	Location Map
Exhibit B:	Applicant's narrative dated December 18, 2025
Exhibit C:	Existing Conditions Survey dated January 12, 2026
Exhibit D:	Site Plan dated January 12, 2026
Exhibit E:	Landscape Plan dated February 18, 2026
Exhibit F:	Email dated January 14, 2026, showing fence details
Exhibit G:	Resolution

ACTION

Move to approve the resolution approving the setback variance at 11 Creekside Lane, as recommended by the Planning Commission.


2
4
6
5514
Creekside Lane
0
0
0
11
8
10
12
9

To the City of North Oaks, regarding a request for a variance to build a therapy pool:

As the Builder for the Slominski project we will be the Applicant for this Variance request. We are presently finishing their lower level as part of this project. They previously have installed an elevator which allows them to now use the lower level for some of their therapeutic interventions that their occupational therapist comes to help with. The plan is to access the outdoors from this level into the pool areas.

We had gotten the original exterior plan from the landscaper and upon Architectural review with NOHOA realized it didn't meet many of the setback requirements. We discussed some other options with them and others to try to meet all the set back requirements. None of those plan options accomplished the goal of the therapy pool and hot tub area needed. Like the Slominski's stated in their letter, due to the shape of their lot the wetlands to the north and the rear yard being so shallow it has been very challenging and would be impossible to accomplish a plan that works well, without a variance.

The property to the west is owned by St. Paul Water Works and used as a right of way. So, the consensus is that being able to build up to or near that property line with retaining walls to allow the pool area to be level with the lower level of the home is the best solution. This solution will not affect any other residences in the community. The rest of the setback requirements would not be affected only the west property line. Please see the revised landscape plan and selections for your review.

Thank you for the consideration of their request.

Sincerely,

Zawadski Homes Representative.
Rich Riemersma
651 248-1511

ZAWADSKI
HOMES

4614 Churchill Street | Shoreview, MN 55126
651-483-0518 | zawadskihomes.com

To the City of North Oaks, regarding a request for a variance to build a therapy pool:

Greetings! We are the Slominski Family currently residing at 11 Creekside Lane. We built our home 12 years ago and have loved living in this beautiful community. Since building our house, our family has expanded to add 4 additional children through adoption. Our two youngest children are both wheelchair users and have been diagnoised with spastic quadrapalgic cerebral palsy, the severest form of CP causing all four of their limbs to suffer from significant stiffness and poor control. Due to this, it is a daily battle to keep their range of motion in their limbs and prevent contractures.

After research and trying various therapeutic interventions, we have discovered that aquatic therapy offers significant benefits for individuals with cerebral palsy by using water's buoyancy and resistance to reduce gravity's impact, allowing for easier movement, pain relief, and muscle strengthening. Water's natural resistance strengthens muscles without the strain of gravity. Buoyancy allows for greater freedom of movement, better range of motion, and easier practice of balance and walking. Water exercises challenge the body to improve coordination, postural control, and motor planning. Warm water relaxes tight muscles, easing pain, stiffness, and spasms. Aquatic therapy can be life changing for those with cerebral palsy by improving balance, coordination, and range of motion while decreasing spasticity, making it a powerful tool for enhancing motor skills and overall quality of life.

It is sadly not feasible for our disabled children to use public pools which is another reason having our own private pool is so important. In public spaces, there are no appropriate adult sized changing tables available, no access to necessary toileting chairs, and the water is simply too cold causing their tone and spasticity to increase rather than relaxing it. We have an at-home occupational therapist that currently comes to our house 3 times a week for therapy. She would be able to utilize the pool during our sessions and teach us other techniques and exercises that we could incorporate into our daily schedule.

Because of the importance of this therapeutic intervention for the well-being of our children, we are seeking a variance to put a therapy pool in our rear yard. Due to the shape of our lot, the shallowness of our rear yard, and the wetlands that line our north property line, the placement of a pool is very challenging if not impossible without a variance. Our therapy pool would include a chair lift or ramp making the pool accessible to those in wheelchairs; a treadmill to be used for strengthening and gait training; a shallow area for stretching, core strengthening, and sit-to-stand transitioning; and heat to provide the perfect temperature to sooth muscles and decrease spasticity. We are also looking into the feasibly of a height adjustable floor to provide even more therapeutic value.

Thank you for your consideration of our request. If you have any additional questions, please let us know.

Sincerely,

Jessica Slominski

Shane and Jessica Slominski
612-965-0203/612-708-8415

Rich Riemersma

From: Rich Riemersma
Sent: Monday, August 18, 2025 2:14 PM
To: Olivia Jagoe
Cc: Nick Zawadski; Rich Riemersma
Subject: FW: 11 Creekside project

Hello Olivia,

Please see the response from Taylor at Southview design below. This answers most of your earlier questions. I'm reaching out to the owners to see is they've selected the actual Hot Tub. I know it needs to be for special needs children so it may be a different manufacturer. Regarding the color of the pool fence there was discussion about changing that to a dark bronze color to match the Marvin windows and upper patio posts at the glass railing. I'll verify that with Vickie the designer.

Thank you,
Rich-

From: Taylor Wald <twald@southviewdesign.com>
Sent: Monday, August 18, 2025 11:52 AM
To: Rich Riemersma <richr@zawadskihomes.com>
Cc: Nick Zawadski
Subject: RE: 11 Creekside project

Hi Rich,

Hot Tub I'm not sure, Jessica and Shane would be buying that directly and I don't think one is selected yet.

Not all final selections on materials yet, but here's what we've been working with for now:

- Hideaway Titan Cover Louvre Pergola in Textured Black: https://hideawayscreen.com/pages/titancover-louvred-pergola
- Existing rear patio: 960 Sq ft. Proposed rear patio: 660 Sq ft
    - Techo Bloc 2'X2' Industria Paver in Greyed Nickel, these pavers will match the pool deck: https://www.techo-bloc.com/shop/pavers/industria-150x150-hd-smooth-greyed-nickel?parent=96f1da93-0f80-4f3d-8b54-c35c359c7697
- AlumiGuard Ascot 3 Fence in Matte Black: http://dev.alumi-guard.com/residential-flat-top/

PDC SPA & POOL WORLD

701 Bridge St. Lehighton PA
610-377-5637

Financing LIGHTSTREAM

Creating Soothing Possibilities

Swim Spa Features



PDC Swim Spa Features

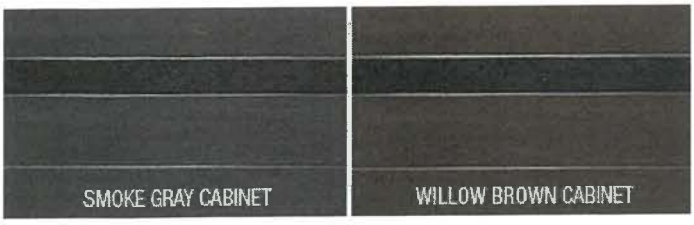
All the Right Features for the Best Swim Spa Experience. PDC spas is the largest and most trusted manufacturer of swim spas. Find out why PDC swim spas are the choice of swim spa owners and buyers around the world.

Swim Spas Compare Models PDF



High Gloss and Durable Shell Finish

Glistening and resilient, the swim and fitness spa shells are made to deliver years of reliability and enjoyment. Reinforced with hand-laid fiberglass, this exceptionally strong shell is built by Americans in the heart of Pennsylvania. The high-gloss scratch resistant acrylic surface by Lucite® in Sterling Silver Marble or, the newly introduced Tuscan Sun Marble, is known for its decades of lasting strength and signature good looks.



Weather Resistant, No Maintenance Cabinet

In a sea of look-alikes, the M Series Cabinet™ stands apart with stylish accents. The all-weather, fade and stain resistant synthetic PermaWood™ cabinet may look like it belongs in a galleria, but is made with your home and outdoor in mind. Available in two rich earth tone colors, Graphite Gray or Espresso Brown, the sleek parallel black accent band and matching corner columns separate these swim and fitness spas from all others. Consider the optional Eclipse LED Lighting to highlight the cabinet with soft down glow from black wall sconces.

Efficient and Economical Swim Spa Cover and Lifters



choice.

MotionMat™ and MatTrax™

Enhance your swim and fitness spa experience with the PDC Spas MotionMat™. This amply sized fitness zone mat provides a slip-resistant surface for walking, jogging, running and any other exercise routine you may choose, while avoiding the high cost of a bulky treadmill. Our recently introduced Mat-Trax™ stair treads offer a gripping surface on step areas for added balance and safety. Both mats are constructed of a mildew resistant, fade resistant thick foam. MatTrax™ is offered in a choice of standard face or graphic design complimenting the MotionMat™ and an overall contemporary appeal.



Swim Spa Lighting



Highlights LED Lighting™

Enhance your evening soak or swim with the multi-colored LED Highlights Lighting™ system. Standard on both the Synergy and TruSwim Series swim spas, this collection of soft glowing and pinpoint underwater lights and 6 lit cascading water spouts will enhance the sights and sounds of your backyard.

Eclipse LED Lighting™

Your new outdoor oasis will without doubt be the envy of the neighborhood. Adding the LED Eclipse Lighting™ package of 16 LED cabinet sconces (Vitality Series features 12 sconces), creating a beautiful glow on the hand-crafted M Series™ designer cabinet.
Reach a new level of style and elegance as you enjoy a starry night just a little bit longer while relaxing in your swim spa.



Oasis LED Lighting™

Take delight in the underwater shimmer of 6 lit Synergy ProTM current jets with the Oasis LED LightingTM package.

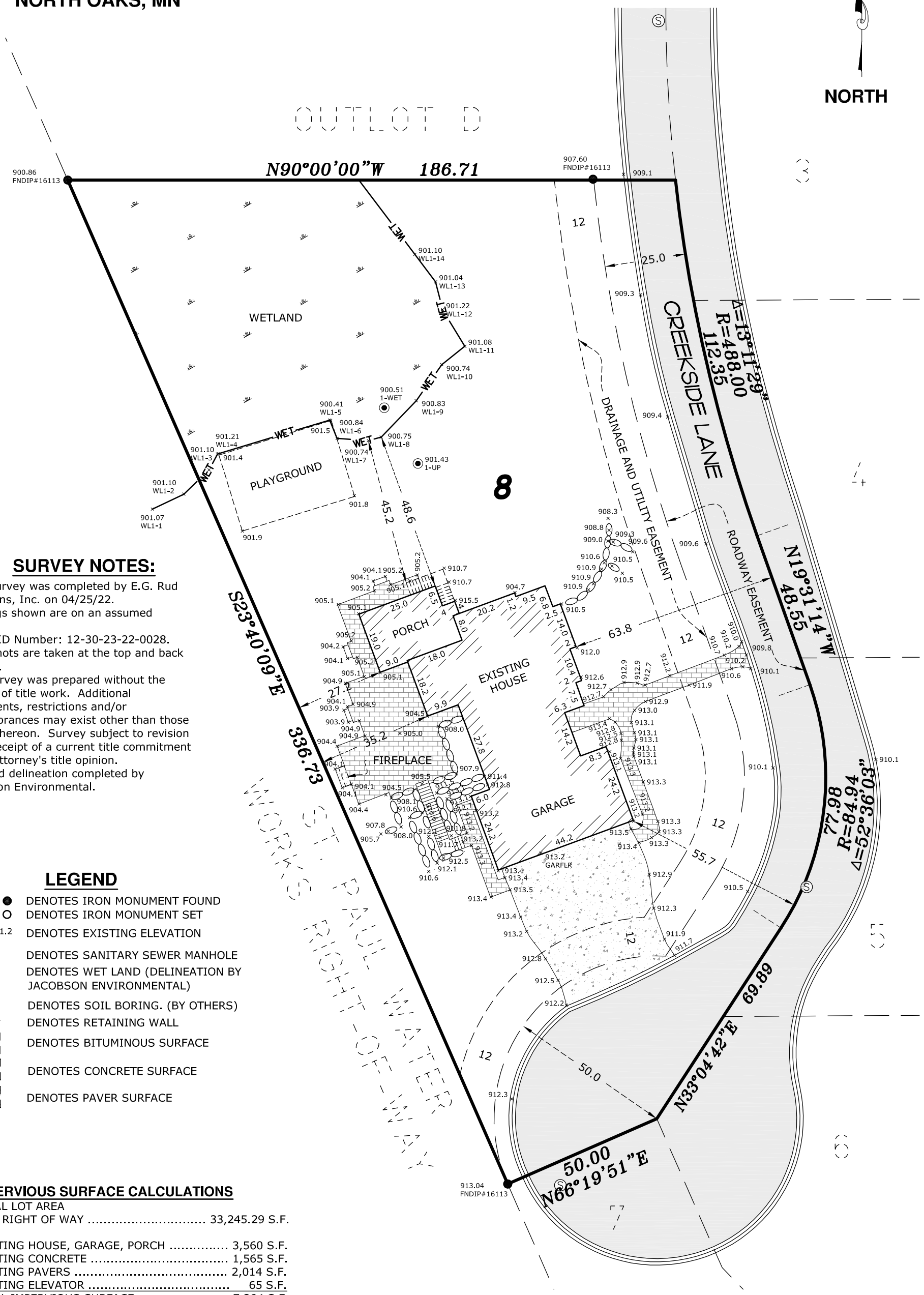
Paired with the radiance of up to 13 topside air and diverter controls, this lighting option will turn your SynergyTM FX Series swim spa into your own sparkling backyard oasis.

CERTIFICATE OF SURVEY

~for~ SHANE & JESSICA SLOMINSKI
~of~ 11 CREEKSIDE LANE
NORTH OAKS, MN

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NORTH



SURVEY NOTES:

- Field survey was completed by E.G. Rud and Sons, Inc. on 04/25/22.
- Bearings shown are on an assumed datum.
- Parcel ID Number: 12-30-23-22-0028.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Wetland delineation completed by Jacobson Environmental.

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- x1011.2 DENOTES EXISTING ELEVATION
- Ⓢ DENOTES SANITARY SEWER MANHOLE
- DENOTES WET LAND (DELINEATION BY JACOBSON ENVIRONMENTAL)
- DENOTES SOIL BORING. (BY OTHERS)
- DENOTES RETAINING WALL
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVER SURFACE

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA	
LESS RIGHT OF WAY	33,245.29 S.F.
EXISTING HOUSE, GARAGE, PORCH	3,560 S.F.
EXISTING CONCRETE	1,565 S.F.
EXISTING PAVERS	2,014 S.F.
EXISTING ELEVATOR	65 S.F.
TOTAL IMPERVIOUS SURFACE	7,204 S.F.
PERCENT IMPERVIOUS	21.7%

WETLAND AREA	7,239 S.F.
RIGHT OF WAY AREA	9,545 S.F.

Lot 8, Block 1, CREEKSIDE ADDITION TO NORTH OAKS, Ramsey County, Minnesota.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: _____
Minnesota License No. 41578
Dated 12th day of January 2026.

DATUM: Ramsey
JOB NO. 220418BT
SCALE: 1" = 30 '
DATE: 04-28-22
DRAWN BY: RAF
CREW: DT/CT

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	10-06-22	ADDED ELEVATOR	RAF
2	10-27-22	CLIENT COMMENTS	RAF
3	01-12-26	CITY COMMENTS	RAF

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

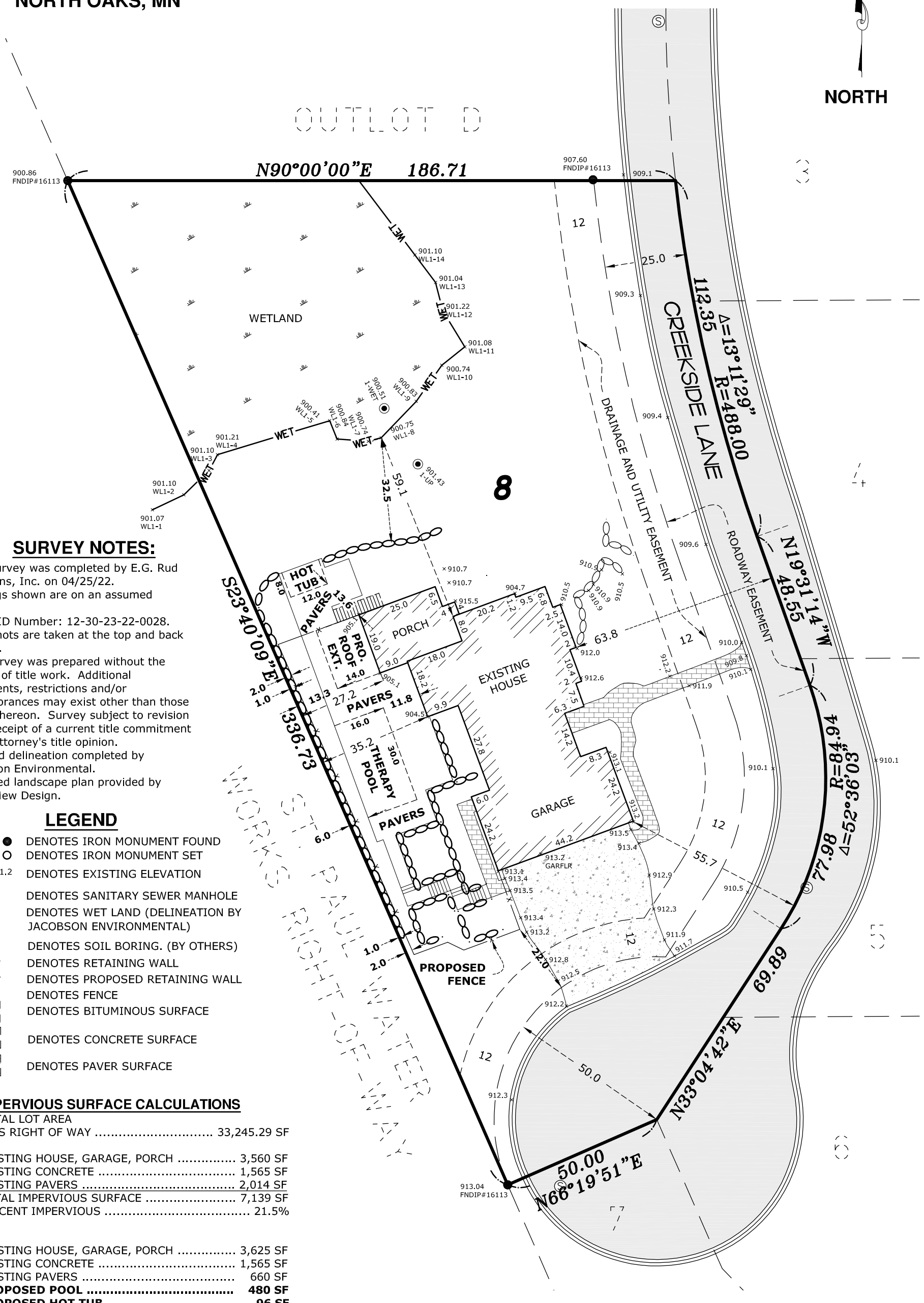
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CERTIFICATE OF SURVEY

~for~ SHANE & JESSICA SLOMINSKI
~of~ 11 CREEKSIDE LANE
NORTH OAKS, MN

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NORTH



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- Wetland delineation completed by Jacobson Environmental.
- Proposed landscape plan provided by Southview Design.

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- x 1011.2 DENOTES EXISTING ELEVATION
- Ⓢ DENOTES SANITARY SEWER MANHOLE
- DENOTES WET LAND (DELINEATION BY JACOBSON ENVIRONMENTAL)
- DENOTES SOIL BORING. (BY OTHERS)
- DENOTES RETAINING WALL
- DENOTES PROPOSED RETAINING WALL
- DENOTES FENCE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVER SURFACE

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA
LESS RIGHT OF WAY ..... 33,245.29 SF

EXISTING

EXISTING HOUSE, GARAGE, PORCH	3,560 SF
EXISTING CONCRETE	1,565 SF
EXISTING PAVERS	2,014 SF
TOTAL IMPERVIOUS SURFACE	7,139 SF
PERCENT IMPERVIOUS	21.5%

PROPOSED

EXISTING HOUSE, GARAGE, PORCH	3,625 SF
EXISTING CONCRETE	1,565 SF
EXISTING PAVERS	660 SF
PROPOSED POOL	**480 SF**
PROPOSED HOT TUB	**96 SF**
PROPOSED PAVERS	**1,625 SF**
TOTAL IMPERVIOUS SURFACE	8,051 SF
PERCENT IMPERVIOUS	24.2%

WETLAND AREA ..... 7,239 S.F.
RIGHT OF WAY AREA ..... 9,545 S.F.

Lot 8, Block 1, CREEKSIDE ADDITION TO NORTH OAKS, Ramsey County, Minnesota.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: _____
Minnesota License No. 41578

Dated 12th day of January 2026.

DATUM: Ramsey
JOB NO. 220418BT

1	10-06-22	ADDED ELEVATOR	RAF
2	10-27-22	CLIENT COMMENTS	RAF
3	08-18-25	FINAL SITE PLAN	RAF
4	08-28-25	FINAL SITE PLAN	RAF
5	08-29-25	FINAL SITE PLAN	RAF
6	01-12-26	FINAL SITE PLAN	RAF

SCALE: 1" = 30 '
DATE: 04-28-22
DRAWN BY: RAF
CREW: DT/CT

E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

8-1

50

Modular Block Retaining Walls



Existing Valve Box Re-Located onto Property

5' Alumi-Guard Fence

Glacial Boulder Wall

14' Concrete Coping to Separate Pool from Vegetation

New Sod

336.730
S 23°10'09" W

Planting Bed

19'-8 3/4"

16' X 30' Aquatic Therapy Pool

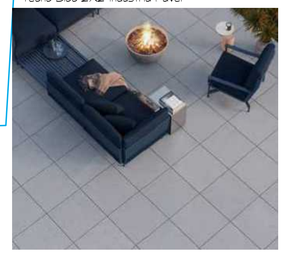
14'-0"

8x12 Hot Tub

3' Tall Freestanding Hot Tub Set on Concrete Pad at 812

3' Tall Core Filled Concrete Block Wall

Techo Bloc 2X2 Industria Paver



Pre-Cast Concrete Steps

Planting Bed, Typ. Varieties TBD

Proposed Roof Extension

Replace Existing Walls

New Sod

4' Fence Gate

New Steps by Builder (In Same Location as Existing)

Pool Equipment Screened by Plantings

New Paver Walkway - 2X2 Industria Paver

Wet Land

HAUL ROAD

N 19°31'55" E 224.940

S 19°31'14" E
48.550

N 75°25'06" E R=483.000

1 Landscape Plan
Scale: 1/8" = 1'-0"

8 0 8 16

SOUTHVIEW DESIGN landscape contractors
Est. 1978

2383 Pilot Knob Rd
Mendota Heights, MN 55120

Phone: 651-203-3000
Fax: 651-455-1734
SouthviewDesign.com

NO.	Date	Issue Notes

NO.	Date	Revision Notes

Jessica Slominski
Landscape Plan
11 Creekside Lane
North Oaks, MN 55126

Designer:
Taylor Wald

Design Associate:
Rikka Wangsnes

Measure Team:
SH
CB

Measure Input:
CB

Print Date:2026-02-18
File Name:
2025-08-20_Slominski_Option 2.vwx

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Released By:_____

Date Released:___/___/_____

Sheet
2 of 5

Scale:
1/8" = 1'-0"

From: Rich Riemersma
To: Kendra Lindahl, AICP; Kevin Kress (kkress@northoaksmn.gov); John Uphoff; Jupe Hale; Lauren Kavan; Deb Breen; Jessica Slominski
Cc: Shane Slominski; Jessica Slominski; Rich Riemersma; Nick Zawadski
Subject: FW: 11 Creekside project
Date: Wednesday, January 14, 2026 11:34:27 AM
Attachments: image002.png

Hello Kendra,

Below are selections for the landscaping and fence. The fence is AlumiGuard, style Escot 3. Matte Black and will be 5'-0" tall to meet the city requirements. Please let us know if you need anything else.

Thank you,
Rich-

From: Taylor Wald <twald@southviewdesign.com>
Sent: Monday, August 18, 2025 11:52 AM
To: Rich Riemersma <richr@zawadskihomes.com>; vicki vanwiele <vicki@vvwdesign.com>
Cc: Nick Zawadski <nickz@zawadskihomes.com>; Jessica Slominski <jessraeklein@gmail.com>; Andrew Brown <Andrewb@zawadskihomes.com>
Subject: RE: 11 Creekside project

Hi Rich,

Hot Tub I'm not sure, Jessica and Shane would be buying that directly and I don't think one is selected yet.

There have not been any final selections on materials yet, but here's what we've been working with for now:

- Hideaway Titan Cover Louvre Pergola in Textured Black: https://hideawayscreen.com/pages/titancover-louvred-pergola
- Existing rear patio: 960 Sq ft. Proposed rear patio: 660 Sq ft
  - Techo Bloc 2'X2' Industria Paver in Greyed Nickel, these pavers will match the pool deck: https://www.techo-bloc.com/shop/pavers/industria-150x150-hd-smooth-greyed-nickel?parent=96f1da93-0f80-4f3d-8b54-c35c359c7697
- AlumiGuard Ascot 3 Fence in Matte Black: http://dev.alumi-guard.com/residential-flat-top/
  - 
- Techo Bloc Blu 60 Pavers in Greyed Nickel: https://www.techo-bloc.com/shop/slabs/blu-60-mm-hd-slab-smooth-greyed-nickel?parent=94731547-cc22-4385-a895-08d9e2879240
  - This paver is a 3-piece pattern comprised of 13" X 6.5", 13" X 13", and 13" X 19.5"

I hope this helps, if any other questions please let me know. Thank you!

Taylor Wald | Landscape Designer
Office: 651-203-3002 | Mobile: 651-900-1851

Protect your investment with professional landscape care.

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

RESOLUTION GRANTING A SETBACK VARIANCE TO ALLOW CONSTRUCTION OF A SWIMMING POOL AT 11 CREEKSIDE LANE

WHEREAS, the City of North Oaks (City) has received an application for a variance to allow a 6-foot setback from the west property line for a new swimming pool and a 17-foot setback from the west property line for mechanical equipment at 11 Creekside Lane North Oaks, Ramsey County, Minnesota, legally described on the attached **EXHIBIT A**; and

WHEREAS, the variance would allow the construction of a swimming pool at 11 Creekside Lane; and

WHEREAS, the swimming pool is located 6 feet from the west property line where a setback of 30 feet is required; and

WHEREAS, the mechanical equipment is located 17 feet from the west property line where a setback of 30 feet is required; and

WHEREAS, a public hearing concerning the Application was held before the North Oaks Planning Commission in accordance with Minnesota Statutes, Section 462.357, subd. 3, on February 26, 2026, after which hearing the Planning Commission voted unanimously to recommend approval of the variance to the City Council.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH OAKS that a variance to allow a 6-foot setback from the west property line for a new swimming pool and a 17-foot setback for the mechanical equipment is approved subject to the following findings and conditions:

1. The swimming pool, including the mechanical equipment, shall be installed as shown on the survey dated January 12, 2026.

2. The variance standards in Section 151.078 of the Zoning Code have been met, and a practical difficulty exists as follows:

    a. Strict enforcement would cause practical difficulties because the location of the wetland on this existing lot of record does not allow for another location for a new swimming pool and the site has two street frontages, which restricts the location to either the west or north side of the home.

b. The variance is to construct a swimming pool for therapeutic purposes at an existing home. The variance is not based on economic considerations alone.

c. The variance would allow a new swimming pool. It would not allow a use that is not permitted by City Code.

d. The circumstances of this site do not apply to other properties in same zone and are the result of the lot size and existing conditions on this lot. The corner lot has limited options for placement of the pool, and the options are further limited by the location of the wetland to the north.

e. The proposed use is reasonable. It will allow construction of a swimming pool, which is a permitted accessory use.

f. The circumstances do not result from the action of the applicant. The applicant was advised by NOHOA ASC that the initial proposed location for the swimming pool was not acceptable due to the proximity of the wetlands on the north side of the property. The corner lot and wetland location limit options for the swimming pool.

g. Granting the variance will not confer upon the applicant any special privilege. It will simply allow them to construct a swimming pool.

h. The variance is the minimum action needed to alleviate the practical difficulties on site.

i. The variance will not impair an adequate supply of light and air to adjacent land, or substantially increase the congestion of the roads and streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

j. At no time after the land became nonconforming was the property under common ownership with contiguous land, the combination of which could have been used to reduce or avoid the nonconformity of the land.

3. The applicant must apply for a building permit and receive approval prior to beginning construction of the swimming pool.

4. Construction of the swimming pool must be completed within 365 days of the approval.

BE IT FURTHER RESOLVED that the City Clerk, Deputy City Clerk, or City Attorney are hereby authorized and directed to record a certified copy of this Resolution with the Ramsey County Registrar of Titles.

Adopted by the City Council of the City of North Oaks this 25th day of March 2026.

By: _____
Krista Wolter
Its: Mayor

Attested:

By: _____
Kevin Kress
Its: City Administrator/City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property located in Ramsey County, Minnesota legally described as follows:

Lot 8, Block 1 Creekside Addition To North Oaks, Ramsey County, Minnesota.

PID: 123023220028

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 ____ day of _____ 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: _____

By: _____
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

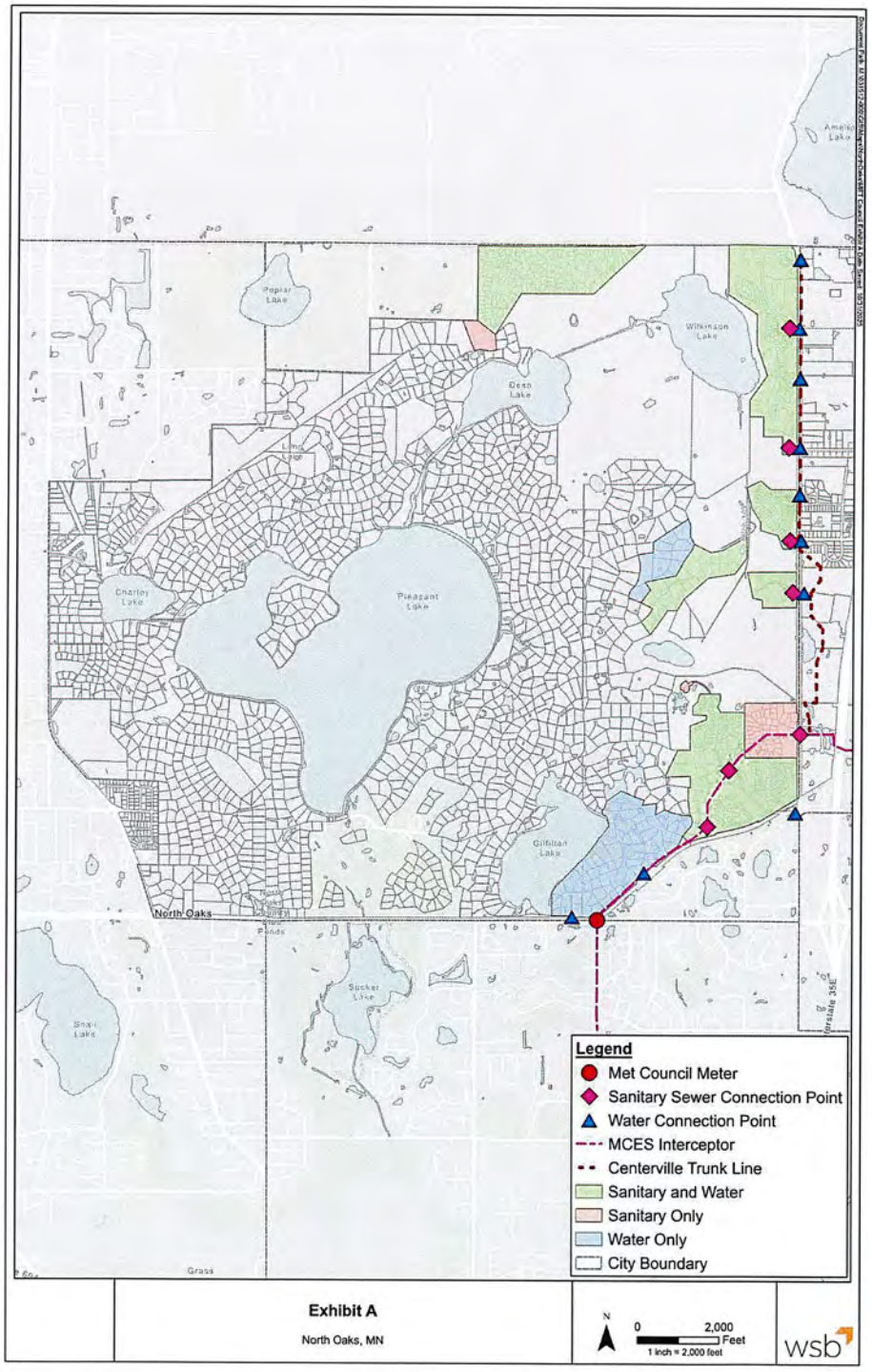
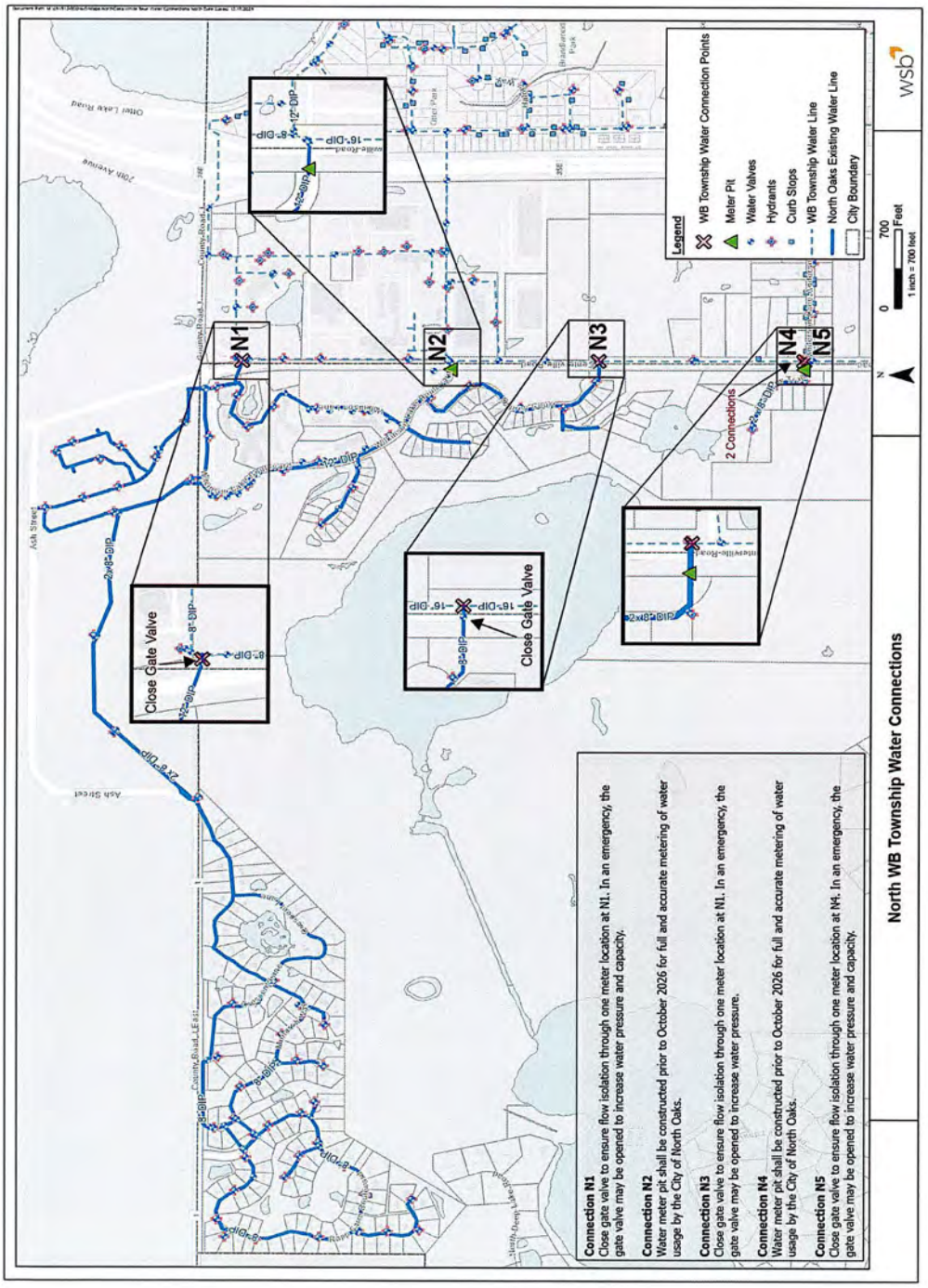


EXHIBIT B

ADDITIONS TO THE EXISTING WATER SYSTEM



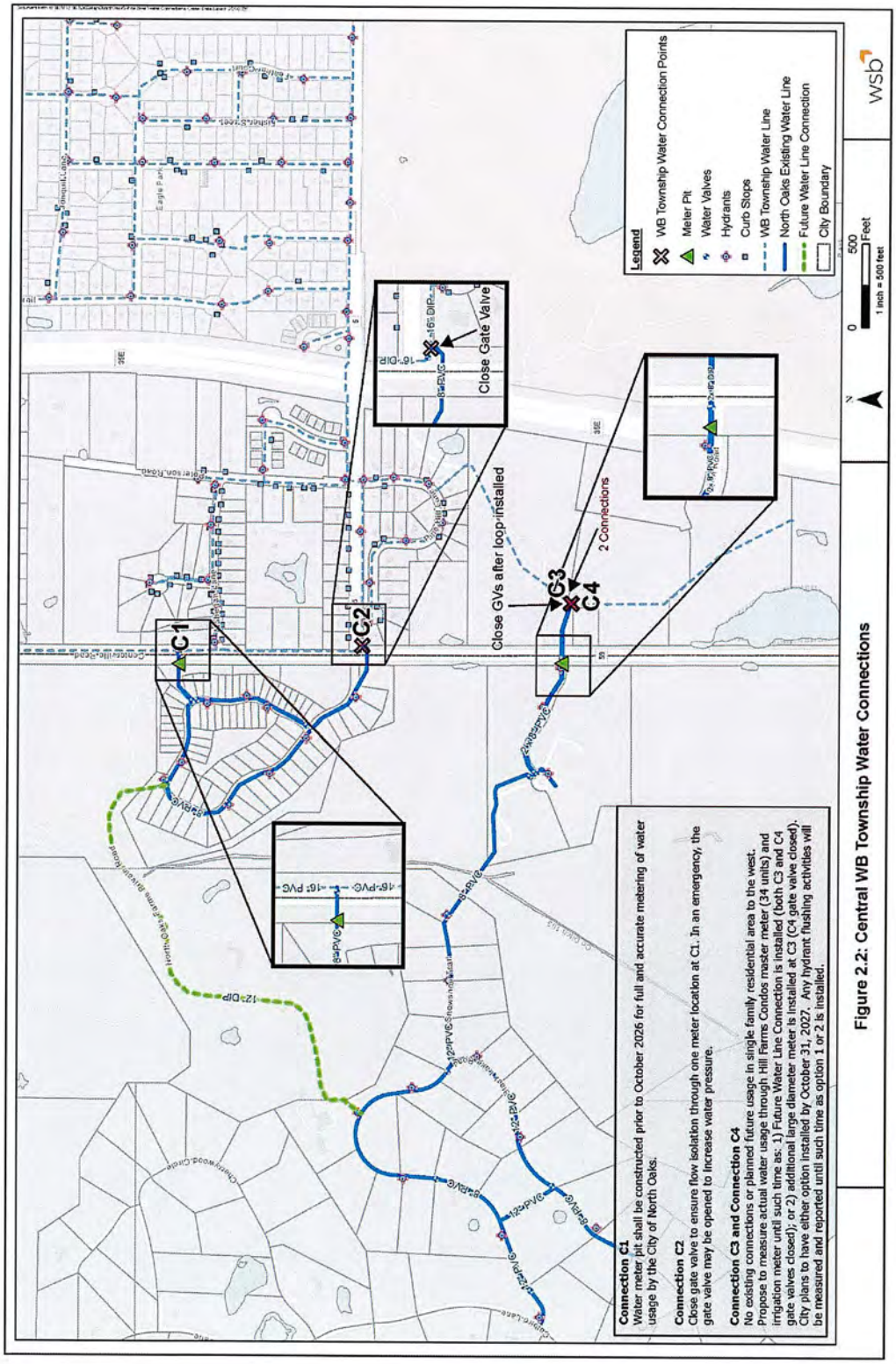


Figure 2.2: Central WB Township Water Connections

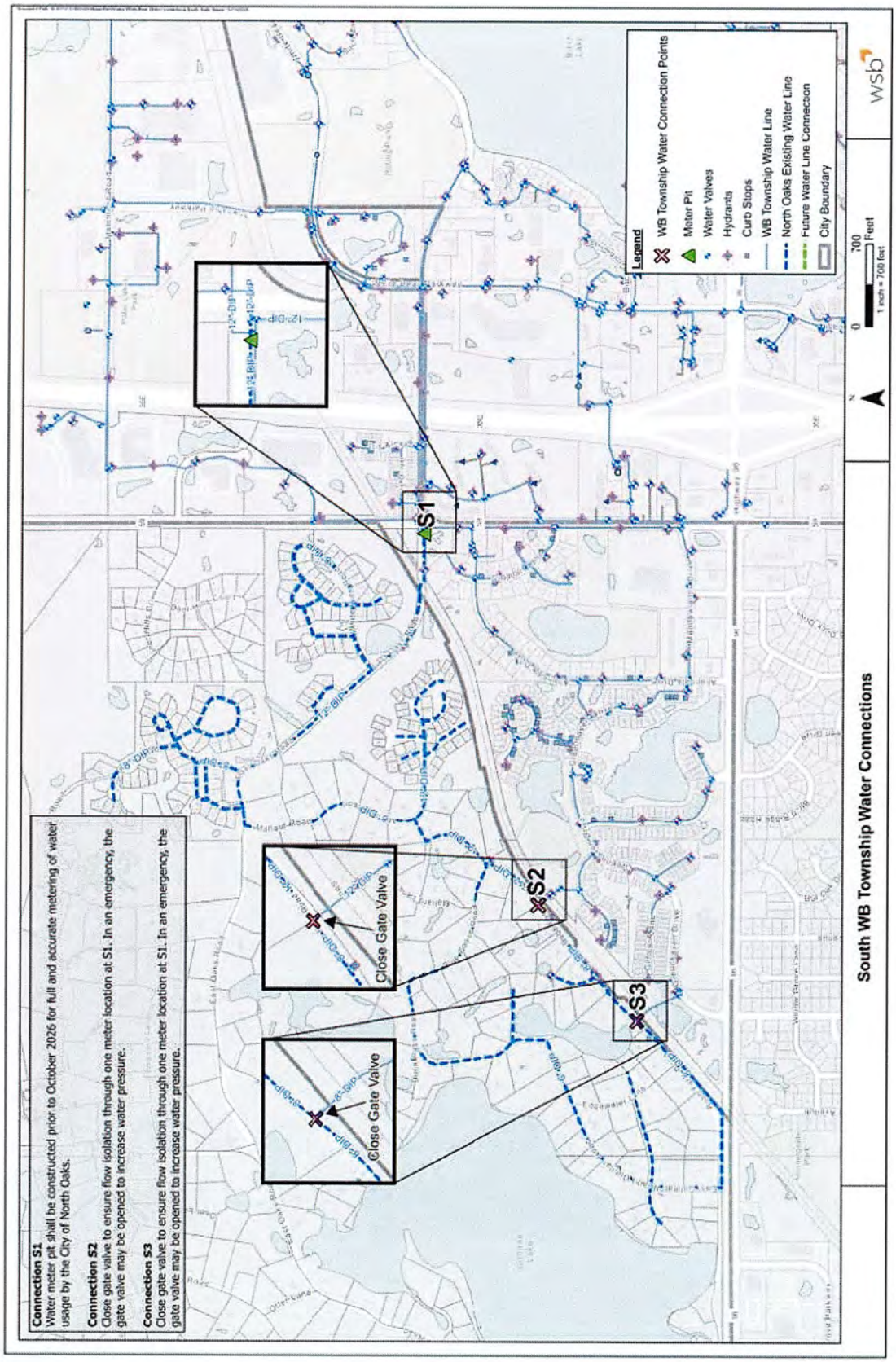
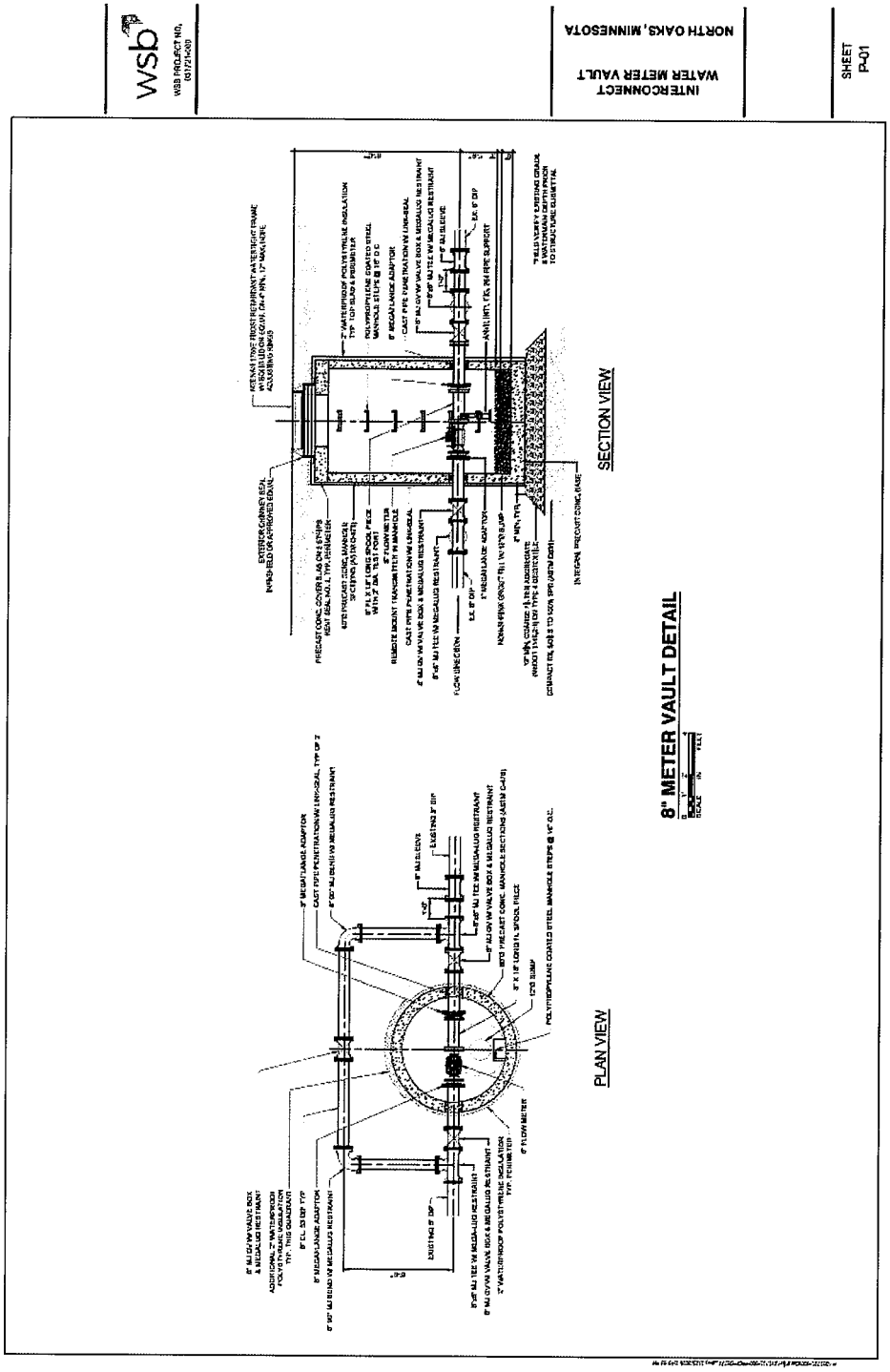

Connection S1
Water meter pit shall be constructed prior to October 2026 for full and accurate metering of water usage by the City of North Oaks.
Connection S2
Close gate valve to ensure flow isolation through one meter location at S1. In an emergency, the gate valve may be opened to increase water pressure.
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
700
Feet
1 inch = 700 feet
N
WSB
South WB Township Water Connections

EXHIBIT C

METER VAULT DESIGN DETAIL



197593569v14

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

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: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: _____

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

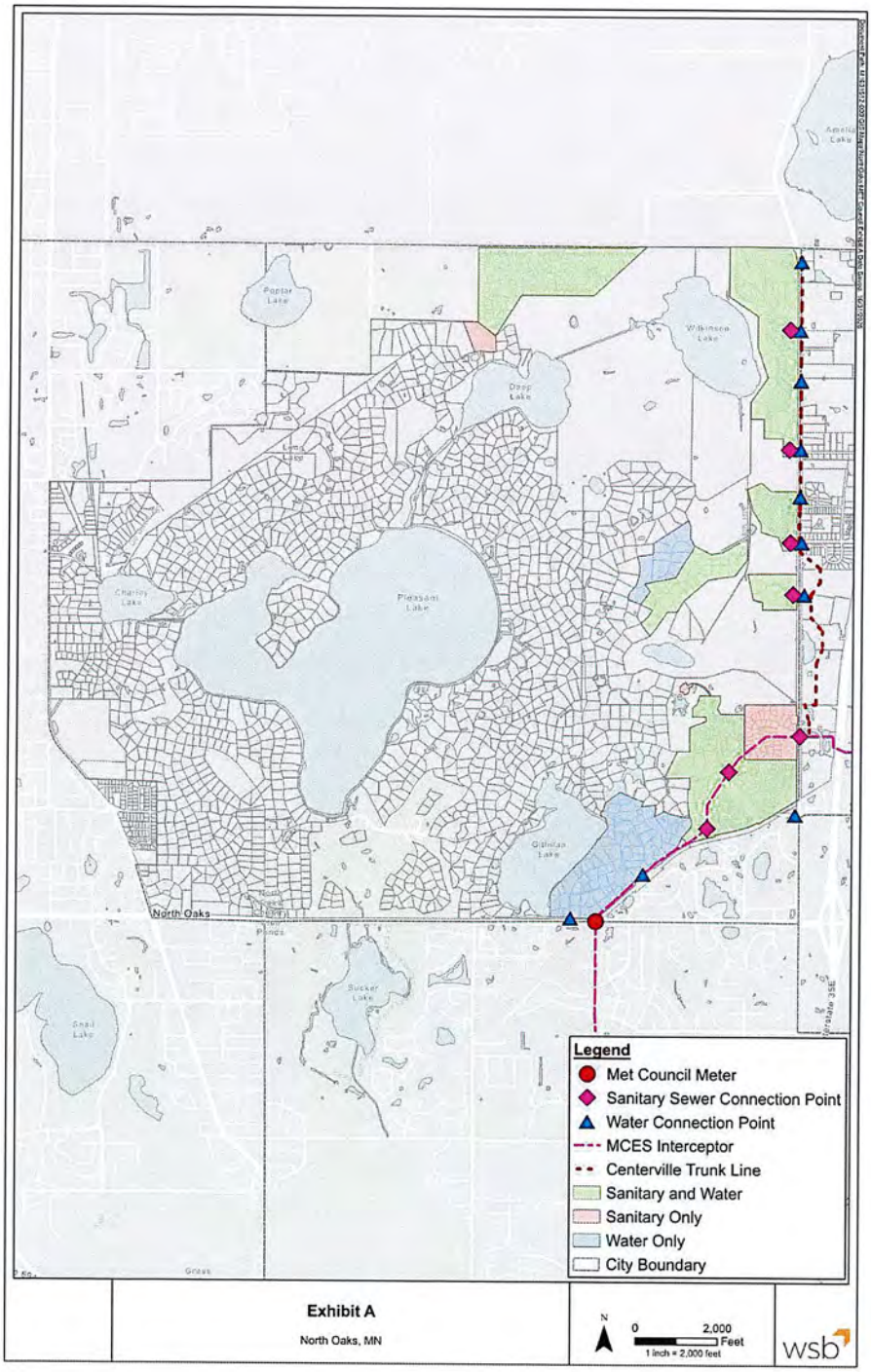
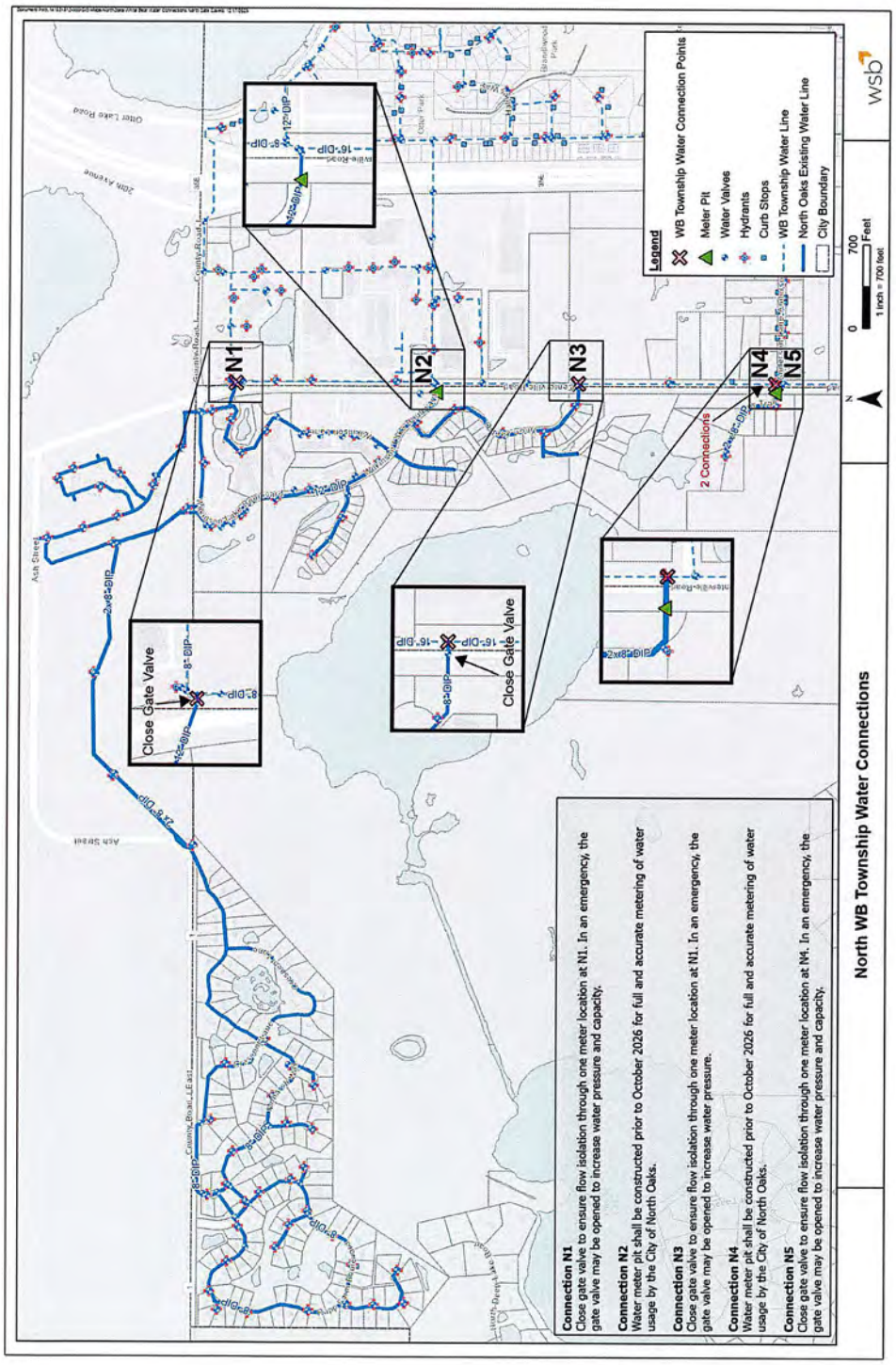
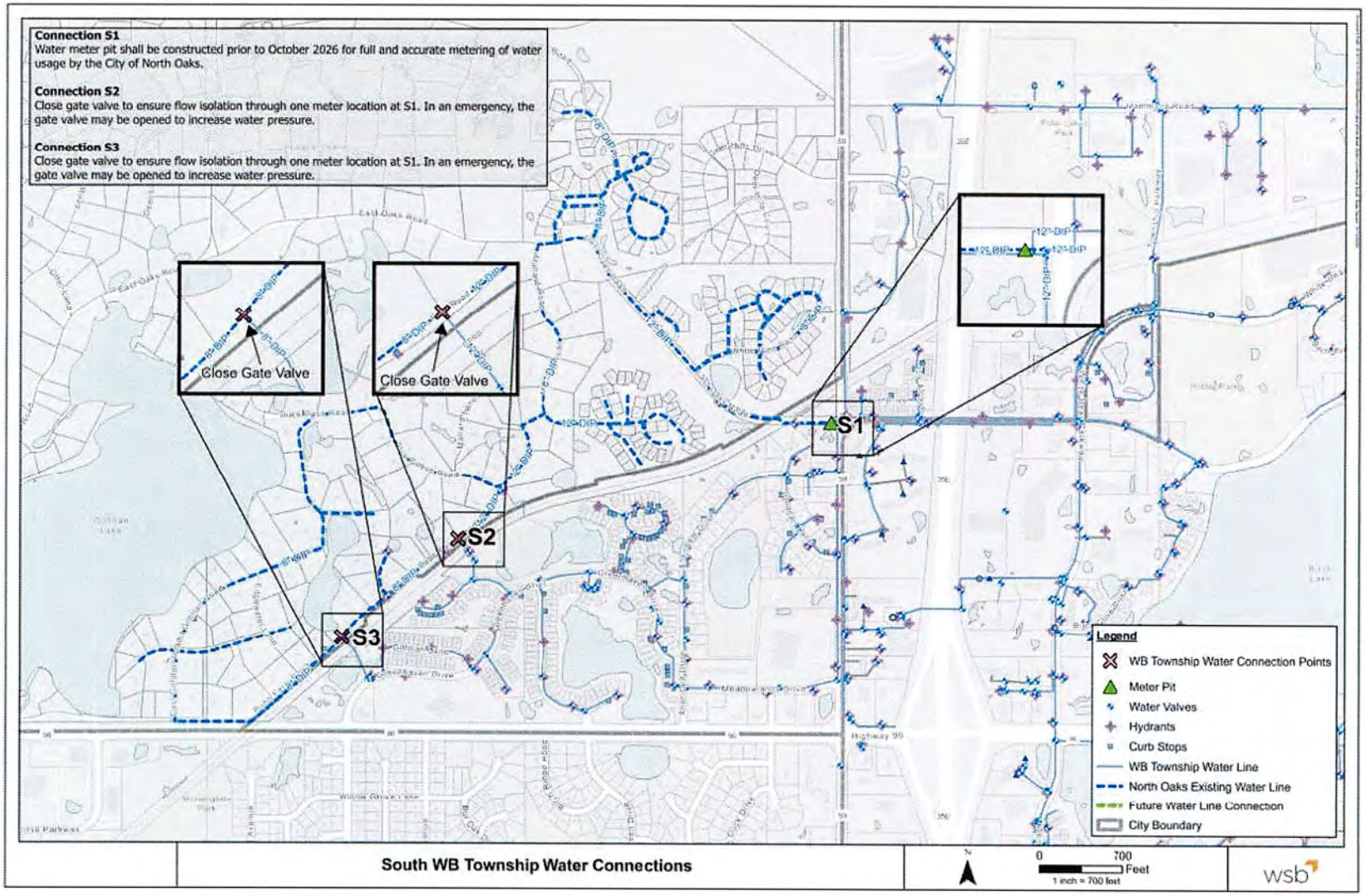


EXHIBIT B

ADDITIONS TO THE EXISTING WATER SYSTEM




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
South WB Township Water Connections
N
0
700
Feet
1 inch = 700 feet
wsb

Kennedy & Graven CHARTERED

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: March 23, 2026

RE: Water and Sanitary Sewer Related Agreements

BACKGROUND

City representatives have been actively negotiating three different water and sanitary sewer related agreements, namely:

1. Joint Powers Agreement Between the Town of White Bear and the City of North Oaks for Water and Sewer (the "2-Party JPA")

2. Joint Powers Agreement Between the Town Of White Bear, City of North Oaks, and the City of Lino Lakes (the "3-Party JPA")

3. Supplemental Water and Sanitary Sewer Infrastructure Agreement Between the City of North Oaks and the North Oaks Company (the "Supplemental Infrastructure Agreement")

The primary purpose of the 2-Party JPA is to finalize the terms by which White Bear Township will continue to provide water and sanitary sewer service to the properties on the eastern side of North Oaks currently served by White Bear Township water and sewer. The primary purpose of the Supplemental Infrastructure Agreement is to provide for the construction of the five water meters and water meter pits required to be constructed per the terms of the 2-Party JPA and to further establish a plan for the transfer of the existing water and sanitary sewer facilities owed by the North Oaks Company to the City. The primary purpose of the 3-Party JPA is to establish the terms for provision of water and sanitary sewer services by White Bear Township to the Wilkinson Waters Development in Lino Lakes, which will involve the use of North Oaks sanitary sewer and water infrastructure.

It is important to note that the City has secured key contributions from the North Oaks Company (Company) which will enable the necessary water meters and meter pits to be installed as required by White Bear Township for continued water service. Specifically, the Company has now agreed

to install all five of the required meters and meter pits at its sole expense (capped), and to make a financial contribution to the City of $100,000 to be used for sanitary sewer and water related expenses.

The Council previously provided conditional approval of earlier drafts of the 2-Party JPA and the Supplemental Infrastructure Agreement. Following additional negotiations, the terms of those two agreements have been finalized, and both are ready for final approval by the Council. The 3-Party JPA is still in the process of being finalized. However, key provisions impacting North Oaks have been agreed upon, and as such the Council is asked to approve the 3-Party JPA, subject to revisions approved by the City Administrator and City Attorney.

REQUESTED COUNCIL ACTION

The Council is asked to consider the following motions:

1. Motion to approve the Supplemental Water and Sanitary Sewer Infrastructure Agreement with the North Oaks Company
2. Motion to approve the 2-Party JPA with White Bear Township
3. Motion to approve the 3-Party JPA with White Bear Township and Lino Lakes, subject to revisions approved by the City Administrator and City Attorney

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.

The Town shall only be required to provide water to those properties and users located within the boundaries of the service area 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 present time the number of residences on properties presently located within the service area shown on Exhibit A or approved for future construction in the service area is more than 462; in addition, Exhibit A shows water and sewer service provided to certain areas considered to be commercial under the East Oaks PDA, as amended, which includes certain senior living buildings, office spaces, and all other residences and structures located within the identified service area.

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 continue to provide sanitary sewer service to those properties within the City that are shown on Exhibit A and are connected, or approved for connection, either directly or through the City Sewer System, to the Town Sewer System. The Town agrees to allow the existing connections from North Oaks as well as 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.

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.

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 twice per year (March and August). Town is hereby granted access to the water meters and may periodically inspect them as desired and will notify the City when the Town wishes to access the meters.

   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.

IV. Term and Termination

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: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: _____

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

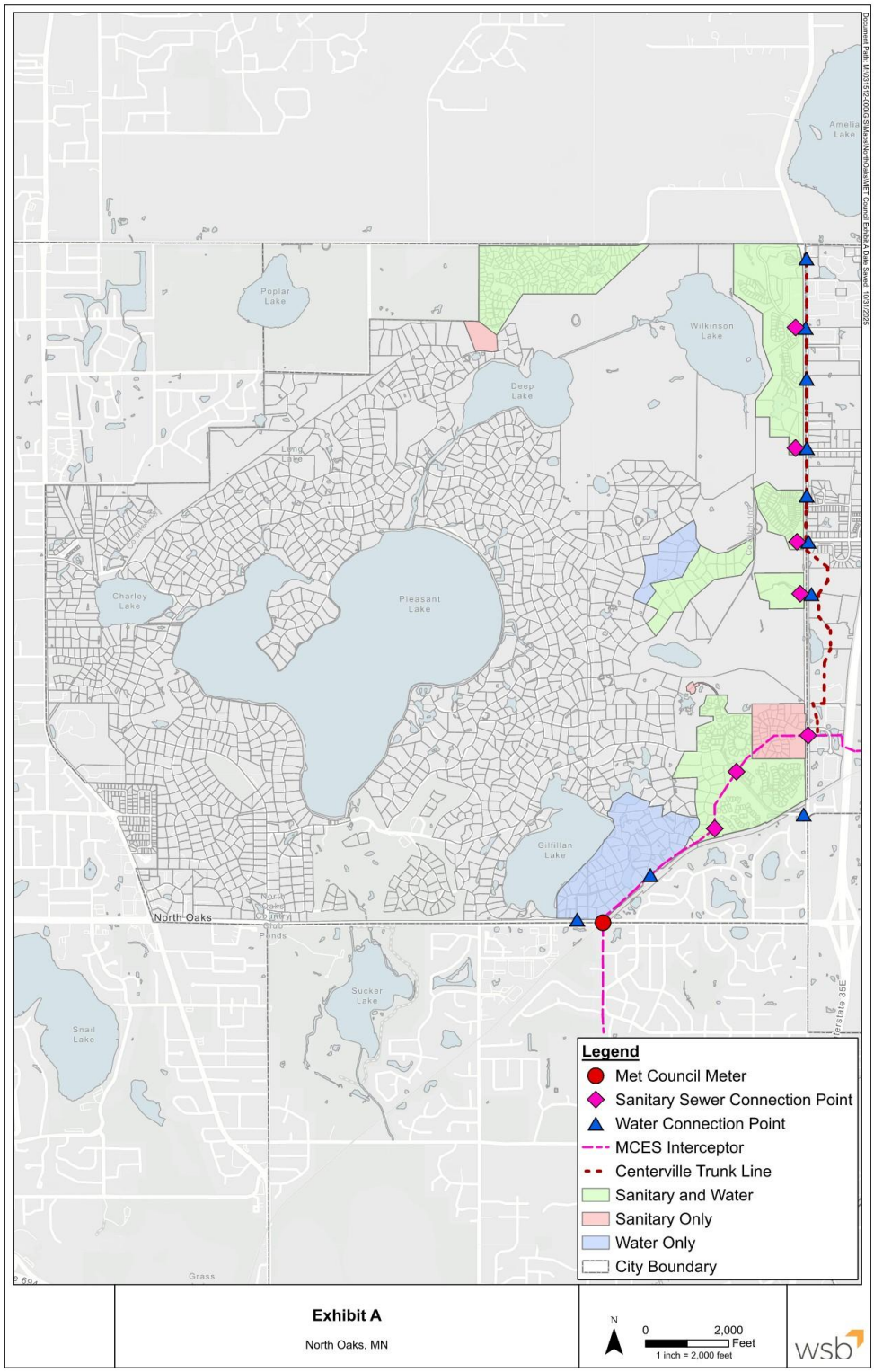
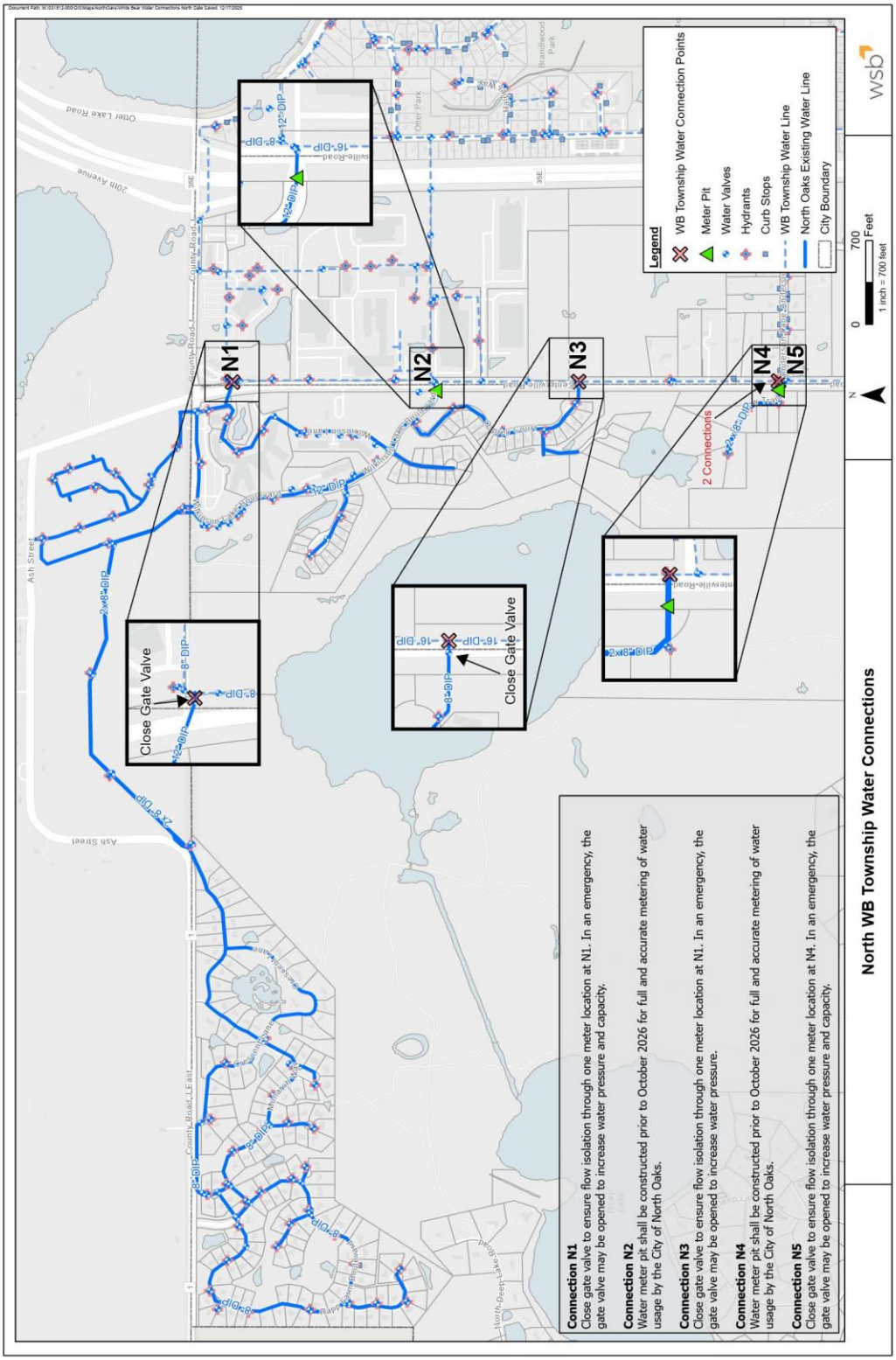


EXHIBIT B
ADDITIONS TO THE EXISTING WATER SYSTEM



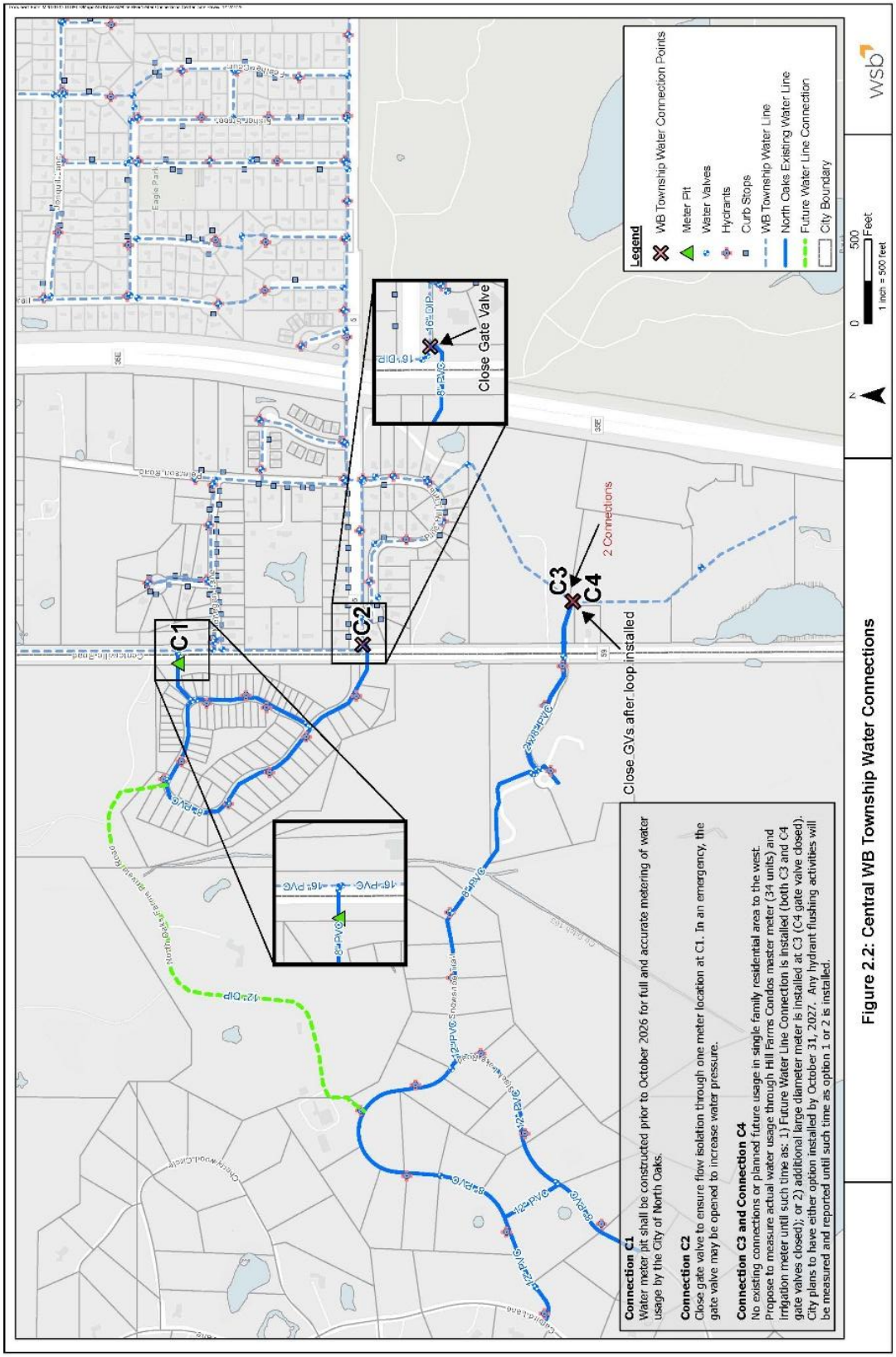
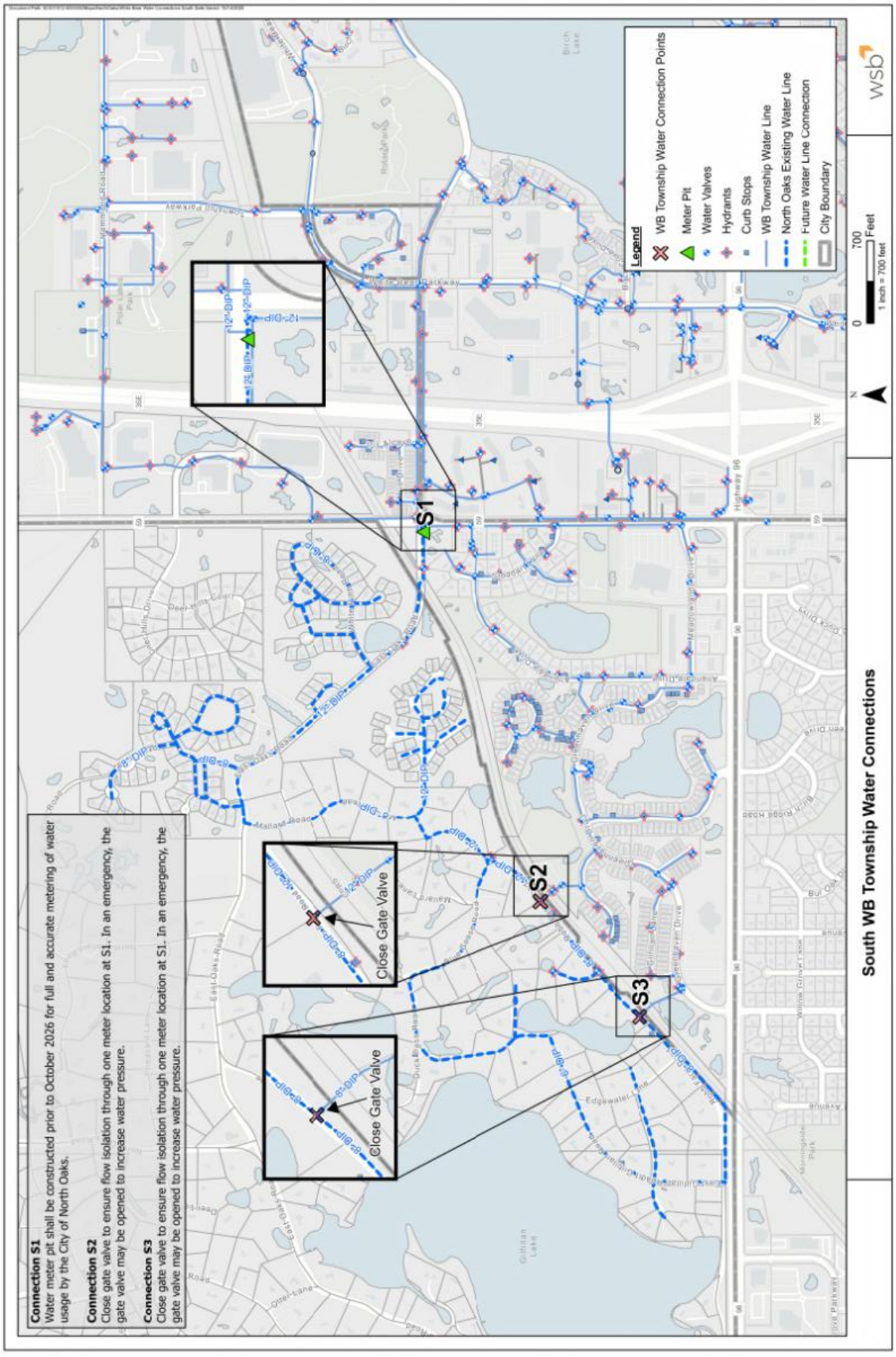


Figure 2.2: Central WB Township Water Connections


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
1 inch = 700 feet
Feet
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.

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"; This Project Area is planned for _____ of single family residential units.

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 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 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 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.

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 use charge 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 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.

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 development is approved ~~unit~~ which is connected to the Town Water and Sanitary Sewer System, which will be turned over to the Town. The hook-up fees shall be established by the Town, and may be adjusted annually by Town Board resolution and would include the following:

   - Utility Connection Charge per Unit – Sewer (2026 rate $9,950)
   - Utility Connection Charge per Unit – Water (2026 rate $9,950)
   - Town Sewer Availability Charge per Unit (2026 rate $600)
   - Town Water Availability Charge per Unit (2026 rate $2,440)

The development must apply and receive a connection permits for each development based each unit planned within the development from the Town for the water and sewer connections. Water service to the new development or new home shall not be turned on until all connection fees have been paid.

Such fees shall be based upon the same rate charged for similar services furnished by the Town for property lying with the Town. Said fee shall 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 Paragraph IV. 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 of Lino Lakes. 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 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 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 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 be provided as detailed on Exhibit D.

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 be provided as detailed on Exhibit D.

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.

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. 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.

B. North Oaks and Lino Lakes agree to maintain the North Oaks Water and Sanitary Sewer Systems as detailed herein 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: _____

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: _____

By: _____
Its: Mayor

By: _____
Its: City Clerk

DRAFT

DRAFT

Exhibit A

Depiction of the Project Area

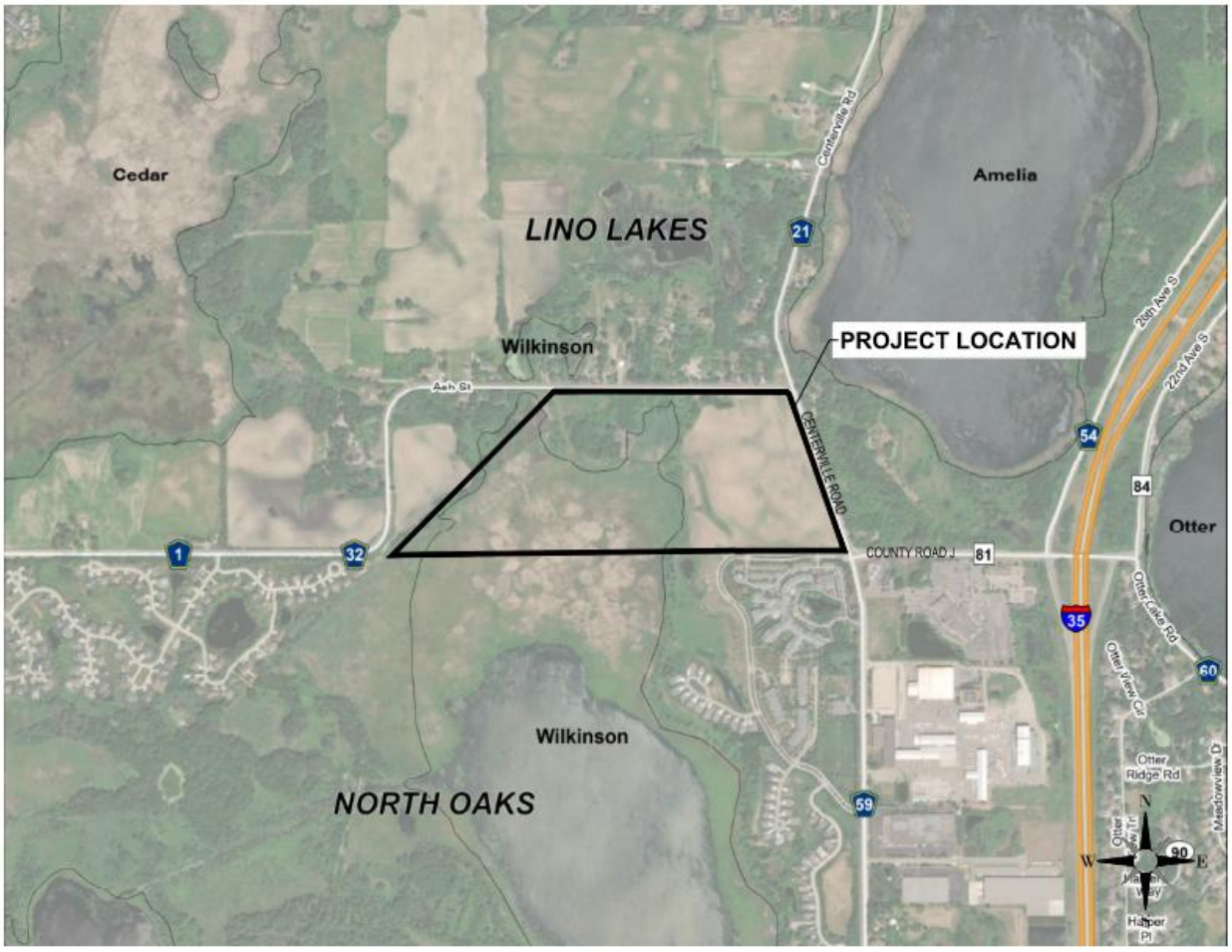


Exhibit B

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.

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Exhibit C

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

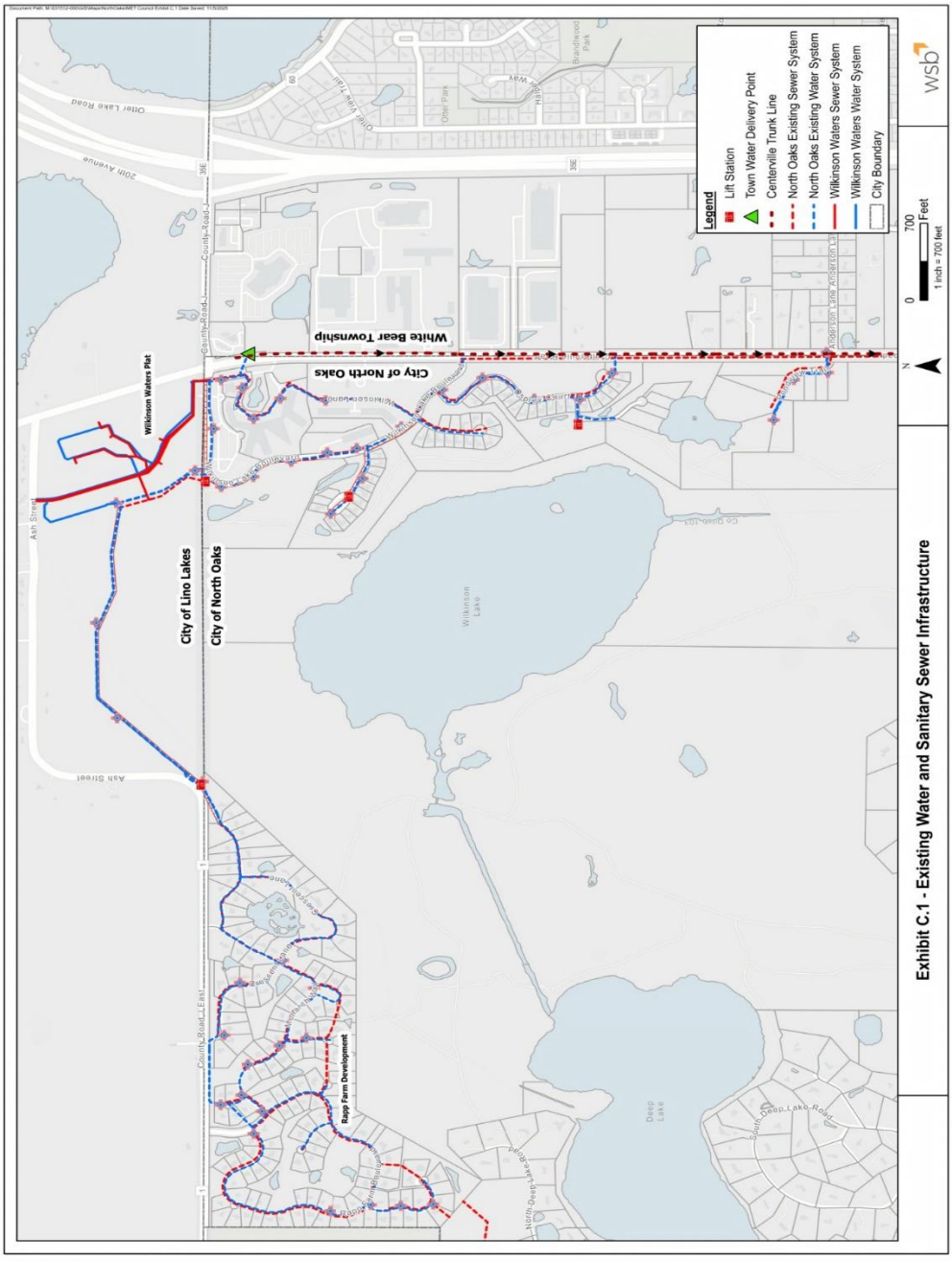



Exhibit C.2 - Water System Definitions
City of Lino Lakes
City of North Oaks
White Bear Township
Wilkinson Waters Plat
Centerville Road
County Road
Ash Street
Wilkinson Lake
Legend
Large Capacity Water Meters
Town Water Delivery Point
Fire Hydrant
North Oaks Water System
Wilkinson Waters Water System
Rapp Farm Water System
City Boundary
0
400
Feet
1 inch = 400 feet
N
WSB

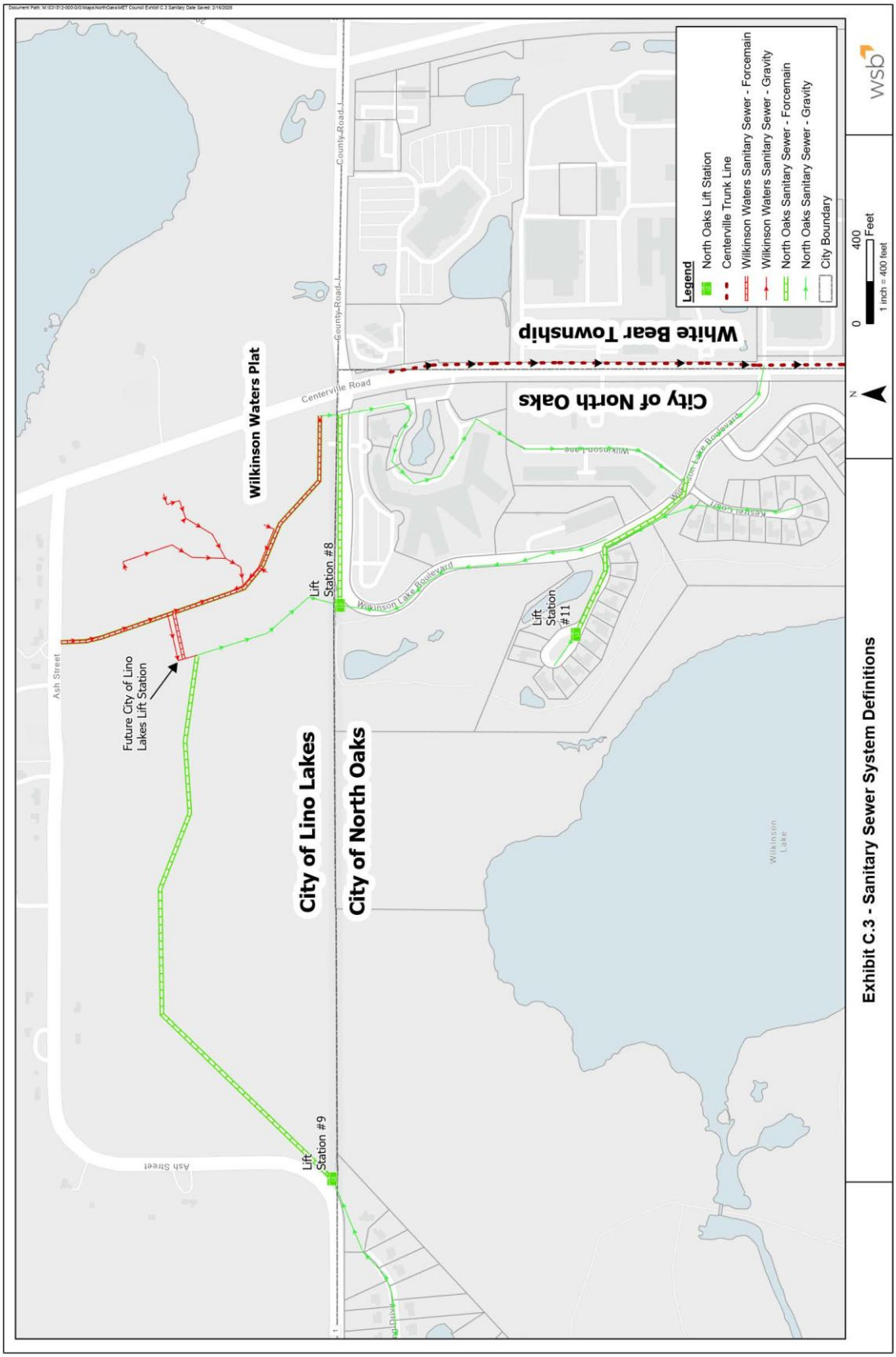

Exhibit C.3 - Sanitary Sewer System Definitions
City of Lino Lakes
City of North Oaks
White Bear Township
Wilkinson Waters Plat
Centerville Road
County Road J
Ash Street
Future City of Lino Lakes Lift Station
Lift Station #8
Lift Station #9
Lift Station #11
Wilkinson Lake Boulevard
Wilkinson Lake
Legend
North Oaks Lift Station
Centerville Trunk Line
Wilkinson Waters Sanitary Sewer - Forcemain
Wilkinson Waters Sanitary Sewer - Gravity
North Oaks Sanitary Sewer - Forcemain
North Oaks Sanitary Sewer - Gravity
City Boundary
0
400
Feet
1 inch = 400 feet
N
wsb

Exhibit D

Annual Maintenance Schedule

DRAFT

February Month in Review

Rehder Forestry Consulting

February 2026

- Another round of association ash trees was marked around Pleasant and Deep Lake. These trees are more on the private side of the trail. A total of 54 ash trees as well as an additional 13 hazard trees were marked for removal.
- We responded to homeowner calls with regards to tree concerns and provided tree care advice at 64 West Pleasant Lake Rd.
- All diseased oak trees from 2025 have been removed. This limits the potential overland spread of oak wilt.
- Inquired with the county about allowing the Association to be able to use the Sherwood Rd site for tree debris disposal. Was informed that the site is already at capacity and that Cities are no longer allowed to use the site, but that the county is looking for solutions.
- Approved tree care vendors to be added the arborist list.

Ramsey County Sheriff's Office

Public Safety Report: North Oaks

FEBRUARY 2026

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

CALLS FOR SERVICE: 129

- 44 MEDICAL CALLS
- 8 FIRE CALLS
- 5 TRAFFIC STOPS
    - 4 ACCIDENTS

NOTABLE CALLS:

- **DRUNK DRIVER –** 02/10/2026 (CN# 26-006-095) AT APPROXIMATELY 1431 HOURS DEPUTIES WERE CALLED TO THE 60 BLOCK OF WEST PLESANT LAKE RD ON REPORT OF A SINGLE VEHICLE ACCIDENT WITH AN UNRESPONSIVE DRIVER. DEPUTIES ARRIVED ON SCENE AND WERE ABLE TO ROUSE THE DRIVER AND ASSITTED IN GETTING THEM AID FROM FIRE AND PARAMEDICS. DEPUTIES OBTAINED A WARRANT FOR A BLOOD DRAW TO DETERMINE IF THE DRIVER WAS IMPARIED AND HAS SUBMITTED THE CASE FOR CHARGING. NO OTHER PARTIES WERE INVOLVED IN THE CRASH, DRIVER SUFFERED MINOR INJURIES.

- **THEFT BY SWINDLE** – 12/12/2026 (CN# 26-006419) AT APPROXIMATELY 1200 HOURS DEPUTIES WERE DISPATCHED TO THE AREA OF THE 20 BLOCK OF BLUE JAY LANE ON REPORT OF A THEFT BY SWINDLE. A DUMPSTER SERVICE CALLED TO REPORT THAT THEY BELIEVED THE HOMEOWNER BOOKED A DUMPSTER THROUGH A THIRD PARTY FROM FACEBOOK WHO TOOK PAYMENT AND THEN ORDERED A DUMPSTER WHICH THEY NEVER INTENDED TO PAY FOR. THE HOMEOWNER WAS CONTACTED AND IT WAS DETERMINED IT WAS IN FACT THE CASE. CONTACT WAS ARRANGED BETWEEN THE HOMEONER AND DUMPSTER SERVICE TO FIND A REMEDY. A REPORT HAS BEEN WRITTEN AND FORWARDED TO INVESTIGATIONS.

- **CRIMINAL DAMAGE TO PROPERTY –** 02/26/2026 (CN# 26-008-732) AT APPROXIMATELY 1540 HOURS DEPUTIES WERE DISPATCHED TO 700 VILLAGE CENTER DR ON REPORT OF CRIMINAL DAMAGE TO PROPERTY. A PASSERBY OBSERVED TWO JUVINILES SPRAY PAINTING A BUSINESS SIGNE AT THE INTERSECTION, CALLED 911 AND PROVIDED A DESCRIPTION AND STAYED IN THE AREA UNTIL DEPUTIES APPREHENDED THE JUVENILES

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