CITY OF NORTH OAKS

Regular City Council Meeting City Council Meeting
Thursday, May 14, 2026
7:00 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: 875 8196 5807 or by joining the meeting via the following link: https://us02web.zoom.us/j/87581965807.*

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. City Council Meeting Minutes of 4.16.2026
4.16.2026 Council minutes Draft.pdf

6b. Approval of Licenses
Arborist Licenses: Helke's Tree Service; Mancini Tree Inc;

Mechanical licenses: APP Professional Plumbing; Conway Mechanical; Ideal Air; Metro Gas Installers; Professional Mechanical Services, LLC; X-treme Heating & A/C Inc.

6c. Police Week Proclamation - May 11-16, 2026
Police Week Proclamation 2006 North Oaks.pdf

6d. Fireworks application for North Oaks Golf Club Summer Party

Fireworks Application - NOGC event.pdf

6e. Approve resolution for conditional use permit for excess fill for a property located at 5 Catbird Lane
2026-05-14_CC_Packet_5 Catbird CUP.pdf

6f. Approval of resolution designating polling places
1594. Designating Polling Places for 2026 Elections.pdf

6g. Approval of City Financials

Checks: 16221 - 16259

EFT: 1258E - 1274E
May 2026 Check Register.pdf

May 2026 Check Register w EFT.pdf

May 2026 Financial Graphs.pdf

May Financial Charts 2026.pdf

May 2026 Budget Spreadhsheets.pdf

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

7a. Deputy Lydon's Public Safety Report
APRNO26.docx

8. Unfinished Business

9. New Business

9a. Discussion and possible action on utility rate study analysis from Ehlers
City of North Oaks URS - 5-14-2026.pdf

9b. Discussion and possible action on lift station turnover Charley Lake Condominium Association
Memo to Council re Lift Station 4 5.11.2026.pdf

DRAFT Charley Lake Lift Station Transfer Agmt.pdf

CLCA NOC Sewer Connect Agreement 16oct2000 copy.pdf

Utility Transfer Agreement dec2016 NOC CNO.pdf

10. Council Member Reports

11. City Administrator Reports

12. City Attorney Reports

13. Miscellaneous

13a. City Forester Monthly Report for April
April 2026 in Review.pdf

14. Adjournment - *The next meeting of the City Council is Thursday, June 11th at 7 p.m.*

North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
April 16, 2026

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Mayor Wolter led the Council in the Pledge of Allegiance.

4. CITIZEN COMMENTS

- No citizen comments.

5. APPROVAL OF AGENDA

MOTION by Azman, seconded by Shah, to approve the agenda as amended.
Motion carried unanimously.

6. CONSENT AGENDA

6a. Approval of Council Meeting Minutes of 3.25.2026

6b. Licenses for Approval:
Arborist: Three Trees Horticulture
Mechanical: A&E Heating & Cooling; Corporate Mechanical; GTS HVAC, Inc.

6c. Approval of City Financials
EFTs: 1229e-1250e
Checks: 16185-16219

6d. Accept 2025 Audited financials

6e. Approval of Fireworks Permit Requests for NOHOA Summerfest - 5/30/2026

Administrator Kress noted the Summerfest Fireworks request was added as Agenda item 6e.

MOTION by Azman, seconded by Gaspard, to approve the consent agenda as amended with inclusion of item 6e.
Motion carried unanimously.

7. PETITIONS REQUESTS & COMMUNICATIONS

- Deputy Lydon mentioned the importance for seniors and others to be especially alert to attempted fraud. If someone reaches out to you with an offer, he recommends to end conversation, validate information by calling the business directly, and then calling 911 to create a police report. Don't hesitate to call Sherriff, if your family members have encountered this and they will provide connection to resources. Fraudsters can be very convincing when they proactively reach out. Please go to **https://mn.gov/commerce/money/fraud/senior-fraud/** for resources and tips, and make a report online at **https://mn.gov/dhs/people-we-serve/adults/services/adult-protection/** to report similar cases and seek resources.
- This time of year, the Deputy is again starting to see illegal fishing again. General policy: 1st time warning, 2nd time call parents. Most North Oaks kids are respectful. Councilor Azman noted there are many e-bikes around the Deep Lake channel, leaving trash and other debris. Deputy asks residents to report to Sheriff to have a record of where they are.
- It was noted that e-bikes are legal on road if the rider is atleast 15 years old, and helmets are required if under 18 years old. He noted that NOHOA has a no e-bike policy, but Sheriff's office can't enforce on private property such as on NOHOA trails. They can only cite for State statutes and City ordinance.
- Azman asked for clarity on what is the IMMR daily Report that Councilors now receive. There is also a new unsheltered report. Lydon will inquire with Commander Fredericks on the content of those new reports.
- Gaspard asked if he has cited anyone under 15 on e-bikes on main roads. Lydon noted that they would start with education. Many parents may not know that e-bikes are violations for under 15 years old. Deputy Lydon mentioned that Deputy Ouellette at Ramsey County Sherriff's office is doing education with the schools on this safety concern and the regulations.
- Shah asked if he will again be using an ATV on the trails. Lydon noted that last summer he was provided with an electric ATV for a while from Sherriff's office (ones that are used during State Fair week). If Council finds it would be useful to have it back out here, he could request use of it again. City Ordinance allows for law enforcement on trails but will double check with the NOHOA board for permission again this summer.

8. UNFINISHED BUSINESS

No unfinished business.

9. NEW BUSINESS

9a. Discussion and possible action on Ordinances regulating water and sewer service and rates and providing for collection of water and sewer charges.

- Kress noted City staff is continuing discussions on the proposed Ordinance update and will bring this back to Council in May for additional review and consideration.
- Attorney Nason noted there is language in code related to City sewer and water. In the past, the City has not operated a City water /sewer system, but pursuant to agreements to take over maintenance of White Bear township lines, the City needs to update the Ordinance to reflect this. The proposed ordinance is more robust from current version. Highlights include:
    - Detailing that City Public Works Director is in charge of City water/sewer systems, assigns various responsibilities, process for tapping into system to add connections, replacement and connections, how to charge various fees, water system usages, what permits needed, City water meters, what resident's responsibilities are, how rates and charges are calculated, billing and processes, and process if need to collect unpaid water charges.
    - It also reflects who is responsible for what lines. City responsible for water mains, the residents are responsible for lines from main road connection through yard into home.
    - Revised Section 52.14 details water use restrictions and any needs to comply with associated regulations for our customers who receive White Bear Township water.
    - Rights to have wells. Prior Ordinance 127 prohibits residents from establishing well for irrigation. Prohibits cross connection or bringing water into a public water source. But would like feedback from Council on whether residents are allowed to dig well for irrigation.
- Kress noted the City has until May meeting to make changes to the revised ordinance. It was stated it feels appropriate to allow residents the option to creation well for irrigation if desired, based on White Bear Township restrictions. Owners who wish to have irrigation well would still have to get approval by the State of Minnesota. City would not restrict, but they would need to have that approval by State if okay.
- Gaspard noted the difficulty of monitoring well sprinkler usage, and it being good to allow options.
- Gaspard inquired if City decides to extend water to 1,300 homes in City, asked how that would work and cost get allocated. Kress noted that it would be bonding or capital costs. Gaspard noted concerns on verbiage for building out in future.
- Councilors were asked to submit any feedback to Kress. It will be brought back in May or June 2026 to Council.

9b. Update on 2-party joint powers agreement with White Bear Township, 3 party joint powers agreement with White Bear Township and Lino Lakes, supplemental water infrastructure agreement with North Oak Company.

- Attorney Nason stated the City now has 3 signed fully executed agreements, which is very good news for the City. There's been a number of iterations that Council viewed, she highlighted any final tweaks made:
  - Supplemental water agreement with Company – no substantiative changes.
  - Two-party agreement:
    - Inclusion of White Bear Township requirement that if City doesn't complete meter pits by end of the year, then City would have to provide tier 3 rates for the metered connections. Engineer Jupe Hale indicated that it is a 1-2 day installation process for each of the 5 meter pits. There is no concern to get the 5 pits in by end of year.
    - Inclusion of indemnification language that if we do something that harms their system that we need to fix it.

  - 3 party agreement changes:
    - Clarifying # of units and Commercial acres to be served.
    - Revision to water rates and Met Council fees between Lino and WBT.
    - Clarification that all property located within Lino #4 will eventually be served through our infrastructure.
    - Details on shared maintenance of lift station #8 with Lino lakes.
    - Mayor Wolter noted the key change in that North Oaks Company stated for many months they would cover costs of only 1 meter pit. The company finally shifted to covering 5 meter pits plus another $100,000 towards maintenance of items being turned over. Engineer Hale noted that the estimates for the installation is close to projected and should be adequate. He is comfortable with the cost of pit installation and hope it comes in under it.

10. COUNCIL MEMBER REPORTS

- Gaspard asked about the status of the water study. Kress noted they will send the PDF out to Council for review.
- Sayre noted the North Oaks Community Foundation fund is partnering with Greater White Bear Lake Community foundation to create a subsidiary called *North Oaks Community Foundation fund.* They are shifting away of City being connected with the foundation. It will be modified to become a public charity foundation through IRS. When they receive a letter from IRS, it will change to private fund and the City will be disassociated.
- Azman stated at the fire board meeting, Arden Hills agreed to waive the escrow for the landscape plan which saves all 3 cities $225,000. Fire Department has been great at keeping the new building costs in line and on track for opening in Summer.
- Shah noted the Pleasant Lake task force is getting towards end of phase 1. Meeting scheduled for next Wednesday with final data, before presenting Phase 2 sampling plan. Getting entities moving to be ready for summer for collecting samples between May and September. Azman inquired the purpose of the two nets between the beach and Oriole Lane. Shah will inquire with VLAMO what those are. Shah also mentioned the highlights of NOHOA board meeting: proposal of fishing on Lake Gilfillan on NOHOA

land is under discussion. On Thursday 4/21 at 6 p.m. NOHOA having a meeting where residents can provide feedback on this. VLAMO may want a fishing pier to protect the shoreline there. NOHOA approved their road plan for the year.

- Wolter mentioned the septic ordinance under discussion at the Planning Commission will be postponed until they hear more about other related items. It will be brought forward at a later time once know more regarding Met Council and Lobbyist activities. On Monday evening 4/13/26, there was a meeting with NOHOA regarding Operation Clearview. Discussed by NOHOA, Sara, Jupe, Fire Department, Mel's, City Forester, and City was how to manage the cutting back, discuss what makes sense, who has authority to make decision and execute. Kress to send information on declarations to NOHOA to keep this moving forward.
- Wolter noted how instrumental Mr. Hale from WSB Engineering and his staff have been in redeveloping the plans for the metering pits.

11. CITY ADMINISTRATOR REPORTS

- Administrator Kress noted that he thought the City budgeted approximately $50,000 in 2026 to move forward with the Pleasant Lake water quality initiative forward. Initial phase was funded by NOHOA. City funded line item would be used for Barr Engineering next steps testing. Kress would like flexibility to use these funds for new requests on this project. Kress feels we have enough funds to do the core items, monitoring funds for 2026. Will work with other water partners such as St. Paul Regional, DNR, VLAMO and others.
- In 2027, they anticipate additional funding needed for execution of any remediation activities needed.

MOTION by Gaspard, seconded by Sayre, to use the budgeted authorized funds to allocate to Barr Engineering to continue monitoring plan work for improving water quality for Pleasant Lake.
Motion carried unanimously.

- Kress stated sewer bill was introduced by Senator Gustafson. Looking for a house co-author. Also working with Met Council staff. Both initiatives to provide City some control over how to manage sewer in the City. It is an election year, therefore it may be difficult for other elected officials to want to proactively introduce / sponsor new items.
- Deer management initiative for winter 2025-2026 took 47 this winter season, with locations ranging from Hill Farm site, compost center, as well as some interior homes. The City will put together a list that can be used going forward next season.
- City staff will work with Ben at USDA re: geese management issues this spring. Residents are asked to notify City if any problems with geese. The painting of the eggs is difficult because of the wooded nature of our community in located nests– so removal may be more effective than painting.
- Kress noted City might want to discuss turkey population with USDA and add to wildlife management at some point.
- Other miscellaneous items will filter way into Council packets and discussions as needed.

12. CITY ATTORNEY REPORTS

- Attorney Nason no report.

13. MISCELLANEOUS

13a. City Forester Report

- March report included in meeting packet.

14. ADJOURNMENT

The next regular meeting of the City Council will be May 14, 2026 at 7:00 p.m.

MOTION by Azman, seconded by Shah, to adjourn meeting at 7:01 p.m. Motion carried unanimously.

_____ _____

Kevin Kress, City Administrator Krista Wolter, Mayor

Date approved_____

CITY OF NORTH OAKS

PROCLAMATION Police Week in Ramsey County
May 11-16, 2026

WHEREAS, In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, There are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Ramsey County Sheriff's Office; and

WHEREAS, uniformed Patrol Sworn Staff dedicated to the contract cities include Deputies,including K9 handlers and their K9 Partners, patrol shifts, school resource officers, and water patrol deputies; and

WHEREAS, the Ramsey County Criminal Investigative Unit contains sworn investigators including dedicated sex crimes investigator, Civilian Analysts/support staff and the Electronic Crimes Unit; and

WHEREAS, National Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, The service and sacrifice of Ramsey County suburban law enforcement officers who died in the line of duty will be honored during the Ramsey County Suburban Law Enforcement Memorial Ceremony on May 14th, 2026;

Now, Therefore, Be It PROCLAIMED, The City of North Oaks City Council recognizes May 11 - 16, 2026 as Police Week in North Oaks, Minnesota, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

By: _____
Krista Wolter, Mayor

Attested: _____
Kevin Kress, City Administrator

CITY OF NorthOaks
Building on a tradition of innovation

APPLICATION/ PERMIT OUTDOOR
PUBLIC FIREWORKS DISPLAY

Applicant introduction:

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

Name of Applicant (Sponsoring Organization): North Oaks Golf

Address of Applicant: 54 East Oaks Road, North Oaks, MN 55127

Name of Applicant's Authorized Agent: Cassie

Address of Agent: 54 East Oaks Road, North Oaks, MN 55127

Telephone Number of Agent: 651-444-122 Date of Display: 6/13/26 Time of Display: 10:00PM

Location of Display: Golf Course

Manner and place of storage of fireworks prior to display: All 13g Fireworks will be stored in PC Pyroteclinics ATF Approved Mag Located in Isanti MN

Type and number of fireworks to be discharged: Up to 500 Sliells 5" or Less also 10 cases or less 1.3g & 1.4g Cakes

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

Name of Supervising Operator: Chad Stivers Certificate No.: 0833

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

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

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

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

Signature of Applicant (or Agent): Cassie Woodford Date: 5/7/26

Signature of Fire Chie:t7County Sheriff: _____ Date: _____

Signature of Issuing Authority: _____ Date: _____

CITY OF NorthOaks
Building on a tradition of innovation

PLANNING REPORT

TO: North Oaks City Council

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

DATE: May 7, 2026

RE: Conditional Use Permit at 5 Catbird Lane (city file 26-02)

Date Application Submitted	March 10, 2026
Date Application Determined Complete:	March 12, 2026
Planning Commission Meeting Date:	April 30, 2026
60-day Review Date:	May 11, 2026
City Council Meeting Date:	May 14, 2026
120-day Review Date:	July 10, 2026

REQUEST

David Eggert has requested approval of a Conditional Use Permit for land reclamation involving more than 100 cubic yards of soil for the construction of a new home. An application for an administrative permit for the proposed home to exceed 35 feet has been submitted and will be administratively processed upon approval of the CUP.

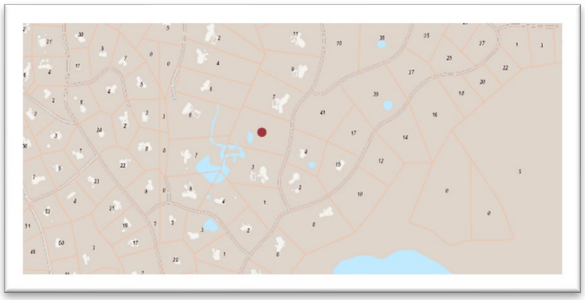


Figure 1 - Subject Parcel

PLANNING COMMISSION REVIEW

On April 30, 2026, the Planning Commission voted 6-0 to recommend approval of the CUP application. The property owner at 3 Catbird and the applicant's builder were present to speak on this item.

BACKGROUND

This site is currently undeveloped. There is a wetland located on the western side of the property. The property slopes from the east side of the property to the west. The elevation at the property frontage is approximately 940 feet and slopes downward from east to west to an elevation of approximately 920 feet at the back of the property.

The applicant submitted a letter from NOHOA approving the plans with conditions.

Zoning and Land Use

This 3.48-acre property is guided Low Density Residential and is zoned Residential Single Family – Low Density (RSL). The southeast corner of the property is located in the Shoreland Overlay District for Black Lake. Black Lake is classified as a Natural Environment Lake.

PLANNING ANALYSIS

Shoreland Standards

Chapter 153 (Shoreland Management Area) of the City Code establishes the shoreland standards. This lot is a non-riparian lot of record. There are no shoreland standards that would apply to this lot. Since the property is located in the Shoreland District, the application was forwarded to the DNR. The DNR reviewed the application and did not provide comments.

Setbacks

The proposed single-family home exceeds the 30-foot minimum setback requirements at all property lines and street easements. The front elevation is setback 34.7 feet from the roadway. The south side elevation is setback 33.1 feet from the south lot line. The back elevation is setback 103.4 feet from the wetland on the west side of the lot. The north side elevation is setback 129.7 feet from the north lot line.

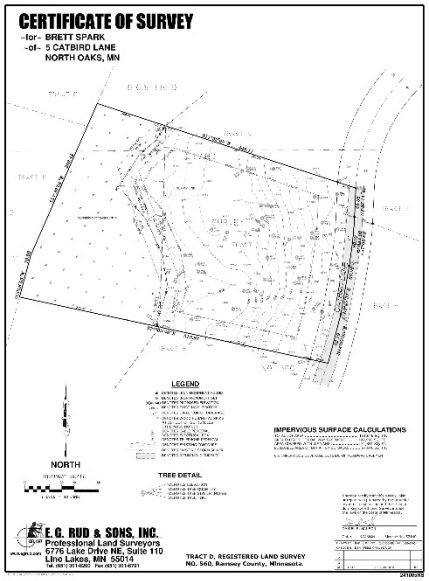


Figure 2 - Site Survey

Size

The FAR worksheet shows a floor area of 10,743 square feet and a 0.099 Floor Area Ratio (FAR), which complies with the maximum 0.12 FAR allowed by the City.

Septic

The plans show primary and secondary septic areas on the north side of the property. The design and location are subject to review by the septic inspector. This has been added as a condition of approval.

Land Reclamation CUP

Section 151.027 (D) allows, as a conditional use, land reclamation involving 100 cubic yards or more of soil based on the factors set forth in 151.076 of the City Code. The request is for 942.23 net cubic yards of fill (40.90 cu. yd. cut and 983.13 cu. yd. fill), primarily to allow more even topography between the home and the lake.

The general conditional use permit standards have been met. Section 151.076 of the Code states, "The purpose of this section is to provide the city with a reasonable degree of discretion in determining the effect of certain designated uses upon the general welfare, public health, and safety."

The Planning Commission shall consider the effect of the proposed conditional use and whether additional requirements may be necessary to reduce any adverse effects. Consideration shall be given to, among other things, the following factors:

(1) Relationship of the proposed conditional use to the Comprehensive Plan;

The proposed land reclamation does not change the use of the property.

(2) The nature of the land and adjacent land or building where the use is to be located;

The use is consistent with the surrounding land uses.

(3) Whether the use will in any way depreciate the area in which it is proposed;

The proposed single-family home use will not negatively impact adjacent property values.

(4) The effect upon traffic into and from the land and on adjoining roads, streets, and highways;

The proposed single-family home use will not create a traffic impact.

(5) Whether the use would disrupt the reasonable use and enjoyment of other land in the neighborhood;

The proposed single-family home use will not cause a negative impact to the use and enjoyment of other land in the neighborhood.

(6) Whether adequate utilities, roads, streets, and other facilities exist or will be available in the near future;

The applicant is proposing a septic system and well. The septic and well locations meet setback requirements. The final septic design must be reviewed and approved by the City.

(7) Whether the proposed conditional use conforms to all of the provisions of this chapter;

The proposed request would comply with the ordinance if the conditional use permit for land reclamation and the administrative permit for building height is approved. The lot is naturally suited to the walkout home design as the site falls 27 feet from the northwest corner (943.5) to the southeast corner (916.2) of the site. The fill is required to create a more usable yard.

(8) The effect upon natural drainage patterns onto and from the site;

The drainage/grading plan that was submitted shows the finished grading will work with existing drainage patterns.

(9) Whether the proposed use will be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare of the neighborhood or the city;

The use, as proposed, will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare of the neighborhood or the city.

(10) Whether the proposed use would create additional requirements at public cost for public facilities and services and whether or not the use will be detrimental to the economic welfare of the neighborhood or city; and

The use, as proposed, will not create additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the neighborhood or city.

(11) Whether the proposed use is environmentally sound and will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, land, or the general welfare because of excessive production of traffic, noise, smoke, fumes, wastes, toxins, glare, or odors.

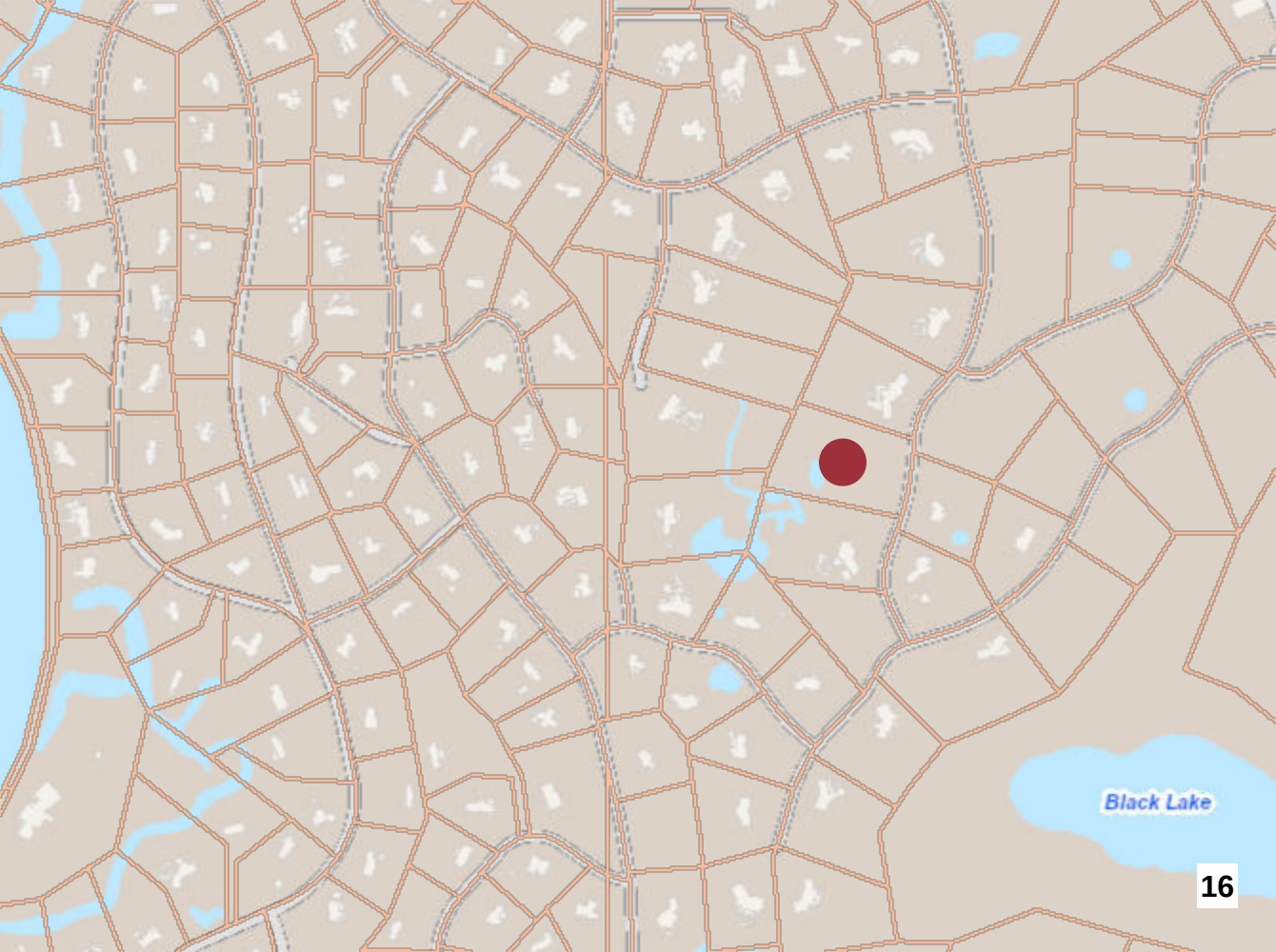
Beyond initial construction activity, and based on erosion control requirements, the proposed residential use and grading activity will not be detrimental to the environment or surrounding area.

Attached for reference:

Exhibit A:	Location Map
Exhibit B:	Applicant Narrative received March 10, 2026
Exhibit C:	Site Survey dated March 9, 2026
Exhibit D:	Earthwork and Erosion Control Plans dated March 9, 2026
Exhibit E:	NOHOA Letter dated January 29, 2026
Exhibit F:	NOHOA Letter dated February 23, 2026
Exhibit G:	FAR worksheet received February 17, 2026
Exhibit H:	City Engineer email dated April 21, 2026
Exhibit I:	Resolution

ACTION

Move to approve the resolution approving the Conditional Use Permit at 5 Catbird Lane as recommended by the Planning Commission.


Black Lake

RE: Application has been made to the City of North Oaks for the following:

Type of Permit: Conditional Use Permit
Location: 5 Catbird Lane
Date: 3/10/2026
Purpose: Excavate, cut, and fill in amounts as described in the grading and drainage as part of this submittal.

Narrative:

- The topography before and after the land reclamation has been included in the attached/submitted survey.
- The existing natural drainage of the land and the land adjacent thereto, and the drainage of the land after the proposed reclamation had been included in the attached/submitted surveys.
- The purpose of this land reclamation is to support the construction needs of a new custom single-family home as designed by our client and Brick & Linen Architecture.
- The date of beginning and completion of this land reclamation will depend on city approvals. We are ready to start as soon as we have a permit and road restriction lift.
- We propose to control erosion by means of installing and regularly maintaining silt fencing.
- The number and types of vehicles will fluctuate. We plan to use a track hoe excavator, bulldozer, and skid steer, along with various soil compaction equipment, all held on site once delivered/mobilized.
- We plan to maintain silt fencing and large rock-based track-out devices to ensure minimal track-out occurs from the site.
- Little to no effect on land, lakes, streams, or groundwater will occur. All drainage has been designed to work around the home and ultimately filter to the same areas it did prior to construction.

For questions or concerns, please contact:

Harrison Custom Builders
David Eggert
5050 Highview Place
Greenwood, MN 55331
david@harrisoncustombuildersllc.com
Phone: 602.663.0770

Thank you,

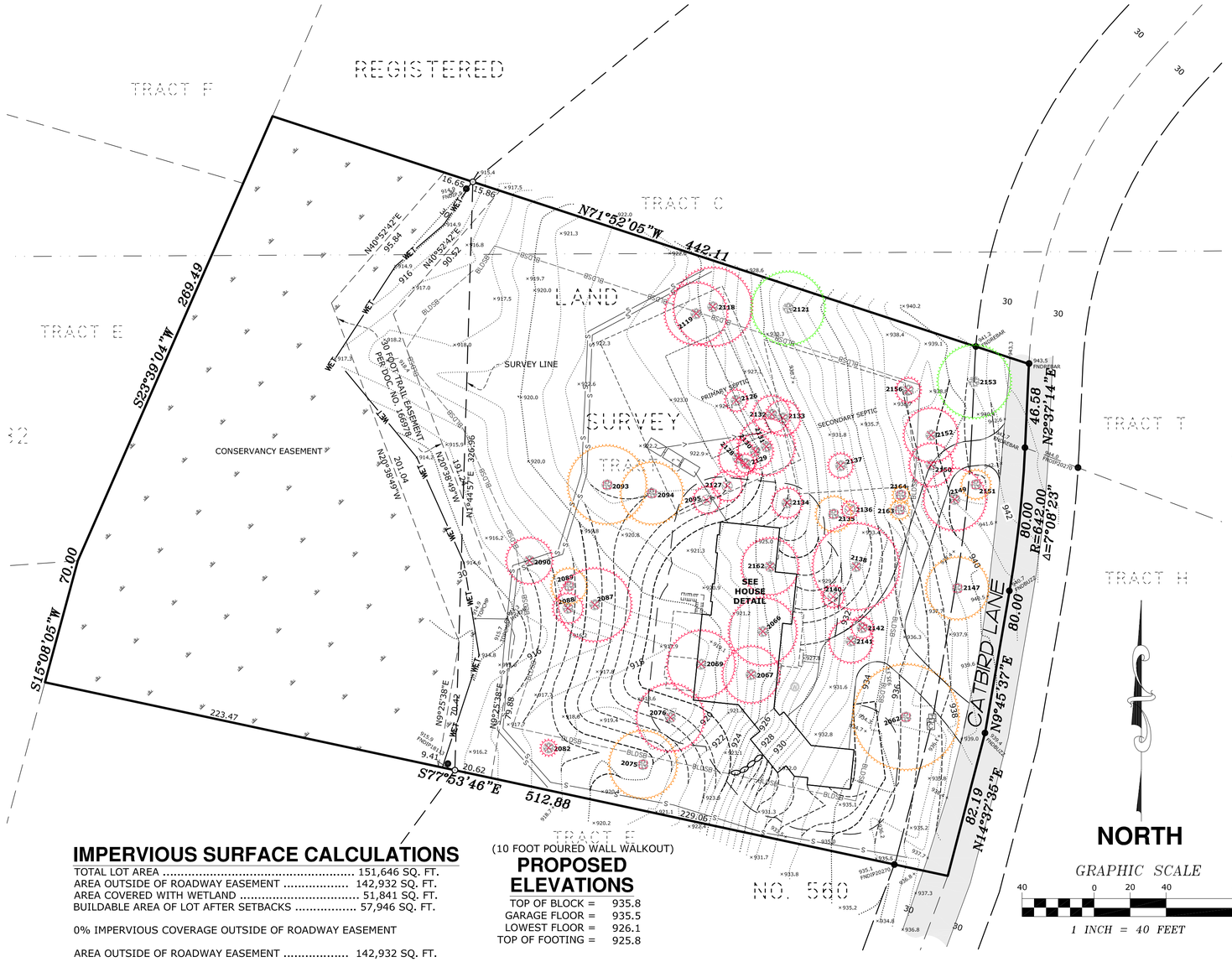
David Eggert
Harrison Custom Builders LLC

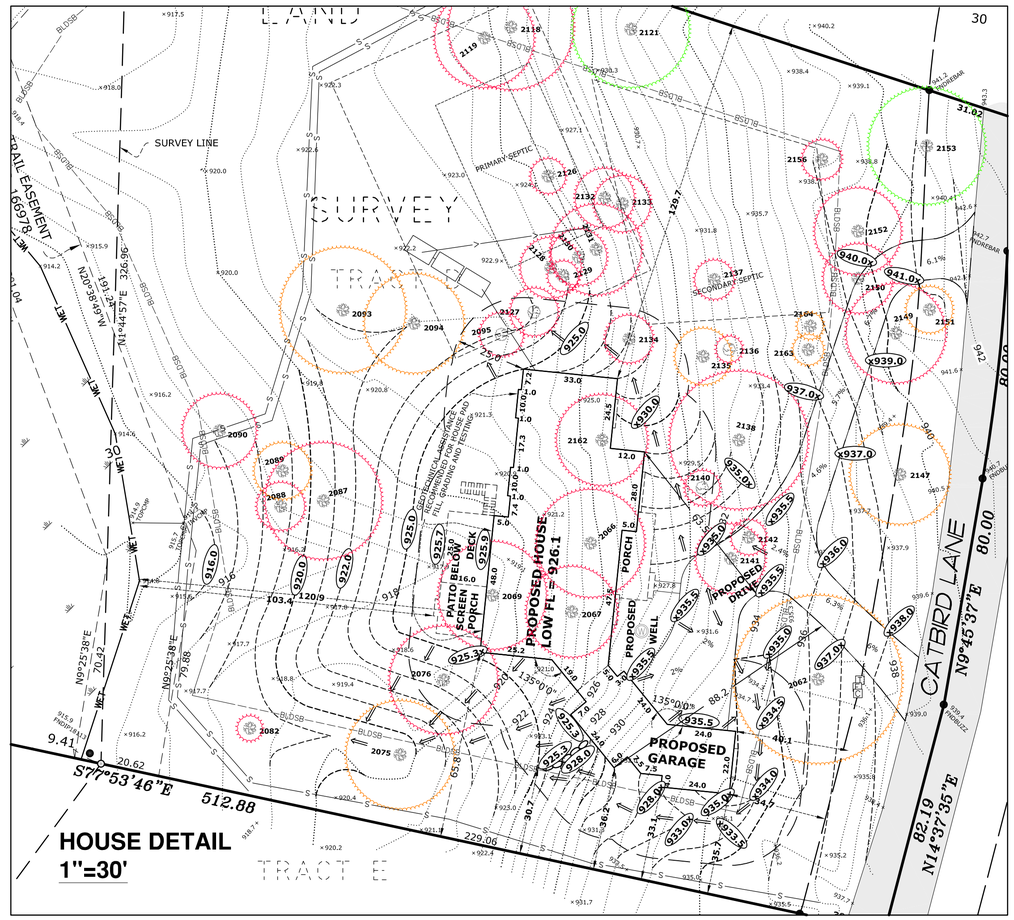
CERTIFICATE OF SURVEY

~for~ BRETT SPARK
~of~ 5 CATBIRD LANE
NORTH OAKS, MN

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 09/18/2024 & 11/18/2025.
- Bearings shown are on an assumed datum.
- Parcel ID Number: 08-30-22-42-0022.
- 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.





IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA	151,646 SQ. FT.
AREA OUTSIDE OF ROADWAY EASEMENT	142,932 SQ. FT.
AREA COVERED WITH WETLAND	51,841 SQ. FT.
BUILDABLE AREA OF LOT AFTER SETBACKS	57,946 SQ. FT.

0% IMPERVIOUS COVERAGE OUTSIDE OF ROADWAY EASEMENT

AREA OUTSIDE OF ROADWAY EASEMENT ..... 142,932 SQ. FT.

PROPOSED HOUSE,GARAGE,CANTS.,PORCHES	**6,309 SQ. FT.**
PROPOSED DRIVEWAY	**4,218 SQ. FT.**
PROPOSED WALK	**432 SQ. FT.**
TOTAL IMPERVIOUS SURFACE	**10,959 SQ. FT.**
PERCENT IMPERVIOUS	**7.7%**

PROPOSED ELEVATIONS

TOP OF BLOCK =	935.8
GARAGE FLOOR =	935.5
LOWEST FLOOR =	926.1
TOP OF FOOTING =	925.8

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- 933.0 DENOTES PROPOSED ELEVATION
- x1011.2 DENOTES EXISTING ELEVATION
- DENOTES DIRECTION OF DRAINAGE
- C DENOTES CABLE PEDESTAL
- E DENOTES ELECTRICAL BOX
- T DENOTES TELEPHONE PEDESTAL
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED SILT FENCE
- DENOTES BITUMINOUS SURFACE
- DENOTES DECIDUOUS TREE (SEE TABLE FOR DETAIL)
- DENOTES TREE TO BE REMOVED
- DENOTES TREE TO BE PROTECTED DURING CONSTRUCTION
- DENOTES TREE CANOPY LINE OF TREE OUTSIDE OF DISTURBED AREA
- DENOTES TREE CANOPY LINE OF TREE TO BE PROTECTED
- DENOTES TREE CANOPY LINE OF TREE TO BE REMOVED

NORTH

GRAPHIC SCALE
40 0 20 40 80
1 INCH = 40 FEET

TREE INVENTORY

NUMBER	SPECIES	DBH	DESIGNATION	CONDITION	PROPOSED DISPOSITION	REPLACEMENT OR EXEMPTION
2062	RED OAK	40	HERITAGE	HEALTHY	PROTECT	0
2066	WHITE OAK	26	HERITAGE	POOR	REMOVE	POOR HEALTH
2067	RED OAK	22	SIGNIFICANT	HEALTHY	REMOVE	REPLACE WITH 2
2069	RED OAK	26	HERITAGE	POOR	REMOVE	POOR HEALTH
2075	WHITE OAK	26	HERITAGE	HEALTHY	PROTECT	0
2076	BUR OAK	26	HERITAGE	HEALTHY	REMOVE	REPLACE WITH 4
2082	OAK	X	X	DEAD	REMOVE	POOR HEALTH
2087	BUR OAK	28	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2088	RED OAK	12	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2089	WHITE OAK	14	SIGNIFICANT	HEALTHY	PROTECT	0
2090	BUR OAK	18	SIGNIFICANT	DEAD	REMOVE	POOR HEALTH
2093	RED OAK	30	HERITAGE	HEALTHY	PROTECT	0
2094	WHITE OAK	24	SIGNIFICANT	HEALTHY	PROTECT	0
2095	CHERRY	11	SIGNIFICANT	DISEASED	REMOVE	DISEASED TREE
2118	WHITE OAK	30	HERITAGE	DISEASED	REMOVE	DISEASED TREE
2119	WHITE OAK	24	HERITAGE	POOR	REMOVE	POOR HEALTH
2121	WHITE OAK	28	HERITAGE	HEALTHY	UNDISTURBED	0
2126	WHITE OAK	9	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2127	CHERRY	12	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2128	RED OAK	15	SIGNIFICANT	HEALTHY	REMOVE	PRIMARY SEPTIC
2129	WHITE OAK	8	SIGNIFICANT	HEALTHY	REMOVE	PRIMARY SEPTIC
2130	RED OAK	14	SIGNIFICANT	HEALTHY	REMOVE	PRIMARY SEPTIC
2131	RED OAK	22	SIGNIFICANT	HEALTHY	REMOVE	PRIMARY SEPTIC
2132	RED OAK	16	SIGNIFICANT	HEALTHY	REMOVE	PRIMARY SEPTIC
2133	RED OAK	14	SIGNIFICANT	HEALTHY	REMOVE	PRIMARY SEPTIC
2134	PAPER BIRCH	12	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2135	RED OAK	14	SIGNIFICANT	HEALTHY	PROTECT	0
2136	CHERRY	7	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2137	CHERRY	10	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2138	RED OAK	33	HERITAGE	POOR	REMOVE	POOR HEALTH
2140	CHERRY	9	SIGNIFICANT	HAZARD	REMOVE	HAZARD TREE
2141	RED OAK	17	SIGNIFICANT	HEALTHY	REMOVE	REPLACE WITH 2
2142	RED OAK	9	SIGNIFICANT	HEALTHY	REMOVE	REPLACE WITH 2
2147	WHITE OAK	24	HERITAGE	HEALTHY	PROTECT	0
2149	WHITE OAK	24	HERITAGE	POOR	REMOVE	POOR HEALTH
2150	POPLAR	17	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2151	POPLAR	11	SIGNIFICANT	HEALTHY	PROTECT	0
2152	RED OAK	21	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2153	WHITE OAK	28	HERITAGE	HEALTHY	UNDISTURBED	0
2156	BOXELDER	10	SIGNIFICANT	HAZARD	REMOVE	HAZARD TREE
2162	WHITE OAK	22	SIGNIFICANT	POOR	REMOVE	POOR HEALTH
2163	WHITE OAK	8	SIGNIFICANT	HEALTHY	PROTECT	0
2164	POPLAR	7	SIGNIFICANT	HEALTHY	PROTECT	0

BUILDER NOTES

* BUILDER TO VERIFY HOUSE DIMENSIONS, SEWER DEPTH AND FOUNDATION DEPTH.
* DRIVEWAYS ARE SHOWN FOR GRAPHIC PURPOSES ONLY. FINAL DRIVEWAY DESIGN AND LOCATION TO BE DETERMINED BY CONTRACTOR.
* FINISHED GRADE ADJACENT TO HOME SHALL BE 0.5 FEET BELOW TOP OF BLOCK EXCEPT AT DRIVEWAY AND PATIO.
* GEOTECHNICAL ASSISTANCE RECOMMENDED FOR HOUSE PAD FILL, GRADING AND TESTING
* CONTRACTOR TO DETERMINE PLACEMENT AND TYPE OF 10 REPLACEMENT TREES

TRACT D, REGISTERED LAND SURVEY NO. 560, Ramsey County, Minnesota.

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

DANIEL S. HANSON

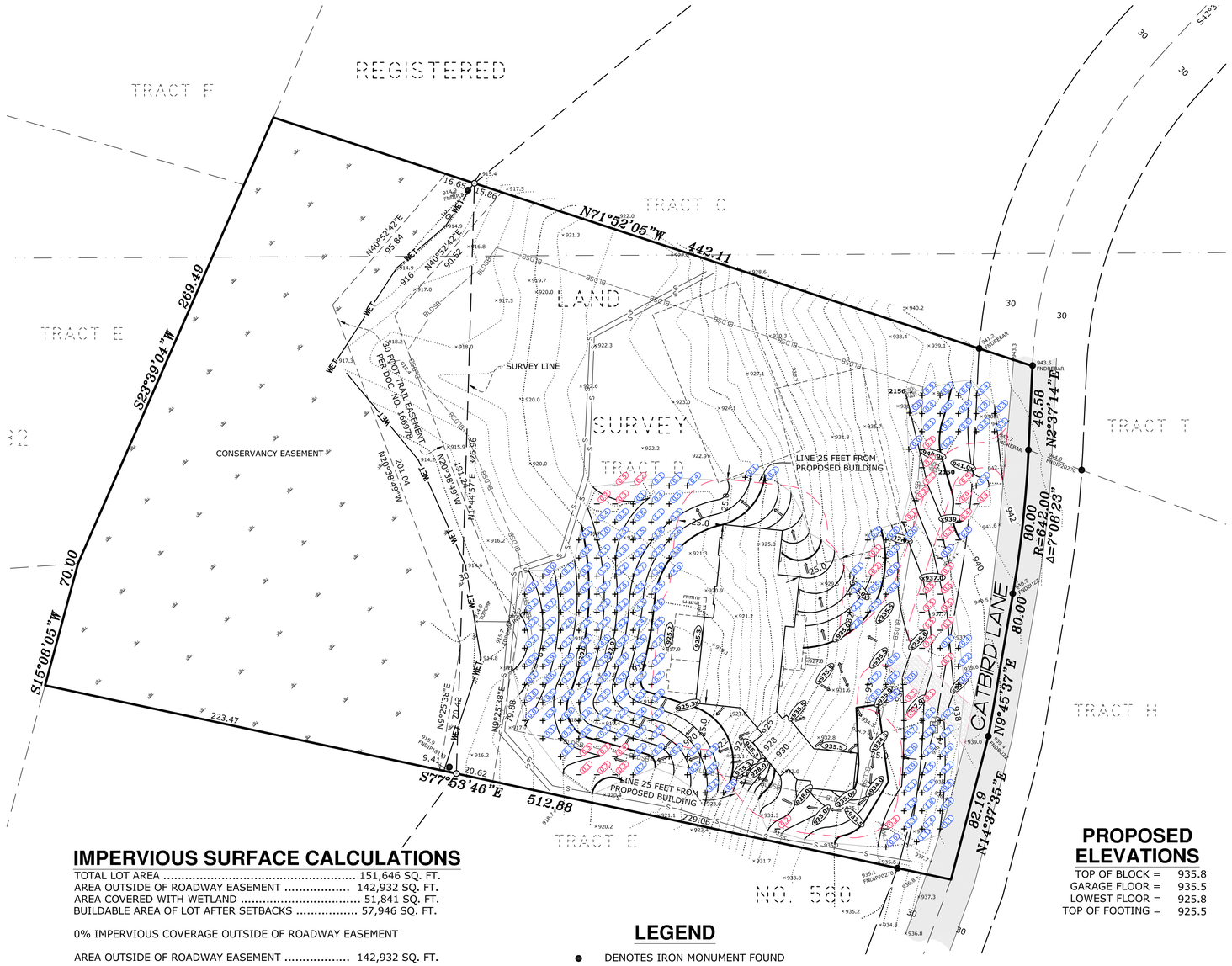
Date: 3/9/2026 License No. 52140

DRAWN BY: RAF	JOB NO: 241005HS	DATE: 09-27-24	
CHECK BY: DSH	FIELD CREW: DT/CT		
1	09-22-25	ADDED PROPOSED HOUSE	RAF
2	01-22-26	HOUSE LOCATION, TREES, GRADING	DSH
3	02-17-26	TREE INVENTORY UPDATE & SEPTIC	DSH
4	03-09-26	ANNOTATION AND SILT FENCE	DSH
NO.	DATE	DESCRIPTION	BY

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

EARTHWORK & EROSION CONTROL EXHIBIT

~for~ BRETT SPARK
~of~ 5 CATBIRD LANE
NORTH OAKS, MN


REGISTERED
LAND
SURVEY
TRACT F
TRACT E
TRACT C
TRACT D
TRACT T
TRACT H
TRACT E
SURVEY LINE
CONSERVANCY EASEMENT
30' PRIVATE TRAIL EASEMENT PER DOC. NO. 166978
LINE 25 FEET FROM PROPOSED BUILDING
CATBIRD LANE
NO. 560
S23°39'04"W 269.49
S15°08'05"W 70.00
223.47
S77°53'46"E 512.88
N71°52'05"W 442.11
N2°37'14"E 46.58
R=642.00
Δ=7°08'23"
80.00
N9°45'37"E 80.00
N14°37'35"E 82.19
N40°52'42"E 95.84
N40°52'42"E 90.52
N20°38'49"W 201.04
N20°38'49"W 191.25
N14°44'57"E 336.96
N9°25'38"E 79.88
N9°25'38"E 20.42
20.62
9.41
16.65
15.86
30
30
30

651.792.7765
nohoa@nohoa.org
100 Village Center Drive | Suite 240
North Oaks, MN | 55127

David Eggert
5 Catbird Lane
North Oaks, MN 55127

January 29, 2026

RE: 5 Catbird Lane – New Home

Dear David Eggert,

I am pleased to inform you that the submittal dated January 13, 2026 has been approved by the Architectural Supervisory Committee of the North Oaks Home Owners' Association for the following:

- *Roof* – Manufacturer – Owens Corning, Color – Sand Castle
- *Accent Roof* – Standing Seam Metal Roof, Color – match asphalt shingles color
- *Board Siding* – Manufacturer – James Hardie, Color – Aesthetic White, SW7035
- *Shakes* – Manufacturer – Sherwin Williams, Color – Aesthetic White, SW7035
- *Trim, Soffit, & Accents* – Color – Aesthetic White
- *Front Door and Garage Doors* – Mahogany with Walnut Stain
- *Stone* – Manufacturer – Fond Du Lac, Style – Natural Stone, Color – White Mortar
- *Windows* – Manufacturer – Marvin, Exterior Color – Stone White, Sizes and Grids to be installed in varying windows as shown in plans
- Deck
  - *Deck Size* – 24' x 16'
  - Decking Manufacturer – TimberTech
    - Collection – Landmark
    - Color – French White Oak
  - Railing style – Westbury, Tuscany
    - Material – Aluminum
    - Color – White
- Pergolas
  - Two pergolas located in the rear of home
  - Manufacturer – Trex
    - Material – Aluminum
    - Color – White
- Retaining Wall
  - Not to extend 3 feet
  - Natural stone boulders or coordinate with the stone being used for the home
  - Survey was provided that shows the retaining wall meeting setbacks.

The approval is contingent on the following condition(s):

1. Erosion Control and Tree Protection fencing shall be installed prior to start of construction.
2. In accordance with the NOHOA Tree and Forest Conservation Policy, 34 trees meeting the policy requirements shall be replaced.
3. Proposed retaining walls shall be required to meet setback requirements.
4. The maximum driveway width at the street is 25-feet.
5. Exterior Lighting shall be non-clear glass or of a downward lighting design so there is no glare from street and must adhere to NOHOA policy.
6. Future application along with fee shall be submitted to ASC for review and approval of the landscape and pool plans.

The work must be completed and inspected by NOHOA within 18 months. If the project is not completed in that time frame, it must be resubmitted to the ASC. The work to be completed must be as submitted to the ASC. Any deviation from the submittal and approved scope of work, including materials and colors, will need to be resubmitted to ASC for approval prior to construction.

This approval is contingent upon compliance with the requirements of all City codes and ordinances and all related NOHOA guidelines. If a building (or other) permit is required, the application should be made at the City Offices. Questions regarding building and zoning requirements should be directed to the City.

Please notify NOHOA at nohoa@nohoa.org or 651-792-7765 when the work is complete and an inspection will be made. All improvements should be limited to the scope of work submitted.

The North Oaks Homeowners' Association Bylaws, Article IX, Section 3. Right to a Hearing state"Any Member who disagrees with a decision of the Architectural Supervisory Committee with respect to the denial or approval of any Improvement proposed by the Member shall have the right to appeal the decision of the Architectural Supervisory Committee to the Board." An appeal must be made in writing to the NOHOA Board within thirty days from the date of this letter or your right to a hearing is waived.

The written notice shall state, in detail, the basis for the Member's appeal. The Board, following receipt of the written notice, shall schedule a hearing within forty-five (45) days from receipt of the written notice and provide the Member with at least ten (10) days prior written notice of the date of the hearing. The Board may appoint a hearing panel, consisting of not fewer than three (3) Members of the Board, to hear the matter. The Member shall be entitled to present such testimony, documentation, or other evidence as is deemed reasonable by the Board or the hearing panel of the Board. A representative of the Architectural Supervisory Committee shall be notified of and requested to attend the hearing. The representative of the Architectural Supervisory Committee shall have the right to present such testimony, documentation or other evidence as is deemed reasonable by the Board or hearing panel of the Board. If the Member fails to attend the hearing, then the appeal shall be denied. The Board or the hearing panel of the Board shall notify the Member and, if the appeal concerns an action taken by the Architectural Supervisory Committee, the Architectural Supervisory Committee of its decision within ten (10) days of the date of the hearing.

Sincerely,

ASC Committee

NORTH OAKS
HOME OWNERS' ASSOCIATION

651.792.7765
nohoa@nohoa.org
100 Village Center Drive | Suite 240
North Oaks, MN | 55127

David Eggert
5 Catbird Lane
North Oaks, MN 55127

February 23, 2026

RE: 5 Catbird Lane – New Home

Dear David Eggert,

We are in receipt of additional information from an assessment of trees for the property at 5 Catbird Lane. As a result of the updated information one of the conditions of approval in the letter dated January 29, 2026, has been modified to the following:

1. In accordance with the NOHOA Tree and Forest Conservation Policy, 10 trees meeting the policy requirements shall be replaced.

The work must be completed and inspected by NOHOA within 18 months. If the project is not completed in that time frame, it must be resubmitted to the ASC. The work to be completed must be as submitted to the ASC. Any deviation from the submittal and approved scope of work, including materials and colors, will need to be resubmitted to ASC for approval prior to construction.

This approval is contingent upon compliance with the requirements of all City codes and ordinances and all related NOHOA guidelines. If a building (or other) permit is required, the application should be made at the City Offices. Questions regarding building and zoning requirements should be directed to the City.

Please notify NOHOA at ASCNOHOA@NOHOA.org or 651-461-8667 when the work is complete and an inspection will be made. All improvements should be limited to the scope of work submitted.

Sincerely,

ASC Committee

FLOOR AREA RATIO (FAR) WORKSHEET **JOB ADDRESS:** 5 CATBIRD LANE

1) Total Lot Area 151,046 Sq. Ft.

2) Total Area of Road Easement(s) 8,714 Sq. Ft.

3) Adjusted Total Lot Area 142,932 **Sq. Ft.**
(Subtract Line 2 from Line 1)

4) DNR-Designated Wetland 51,841 Sq. Ft. X .66 = 34,215 Sq. Ft.

5) Gross Lot Area 108,717 **Sq. Ft.**
(Subtract Line 4 from Line 3)

6) Floor Area of Existing or Proposed House

A) First Floor 4,367 Sq. Ft.

B) Second Floor 2,768 Sq. Ft.

C) Basement 4,311 Sq. Ft.
Exposed Basement Walls 53 %
1)Adjusted Basement Area 2,285 Sq. Ft.
(Multiply Line 6C by 6C1)

D) Garage 1,323 Sq. Ft.

E) Add Lines A, B, C2, D **Sub-Total:** 10,743 **Sq. Ft.**

7) Additional Floor Area
A) Additions Ø Sq. Ft.

B) Detached Accessory Buildings Ø Sq. Ft.

C) Add Lines A and B **Sub-Total:** Ø **Sq. Ft.**

8) Total Floor Area TOTAL: 10,743 **Sq. Ft.**
(Add Lines 6E and 7C)

9) FLOOR AREA RATIO 0.099%
(Divide Line 8 by Line 5)

Note: For Lots where the combined square footage of all Buildings thereon exceeds 4,000 square feet, then the combined total Floor Area Ratio (FAR) of all Buildings on such Lots shall not exceed 0.12

Date: 12/3/25 Phone: 651-294-1154 Signature: Jennifer Otto

Print Name: Jennifer Otto - Brick + Linen

12/10

From: Jupe Hale <jhale@wsbeng.com>
Sent: Tuesday, April 21, 2026 1:50 PM
To: Kendra Lindahl, AICP <klindahl@landform.net>
Subject: RE: 5 Catbird Lane

Good afternoon Kendra –

I reviewed the subject application and offer the following comments:

GRADING PLAN: I have verified that the grading plan meets with our requirements and is reasonable. The slopes from the back of structure to the wetland boundary are approximately 1:6, which is certainly acceptable from an erosion and maintenance perspective. I presume that the architect/engineer has done some soil borings on land this close to wetlands to verify that the subsurface soils can support the structure. I do not have any concerns with the groundwater elevations relative to the walkout floor, as the walkout floor is generally at existing grade or in some cases on fill above existing grade.

I would like to request a modification to the legend in the Earthwork and Erosion Exhibit, so that the linetype with the "S" in it is correctly labeled as "Proposed Silt Fence" to avoid confusion.

There is no seeding or landscape plan, so would like to confirm the intent for the vegetation/erosion control on the slop between back of house and wetland.

Last, I note the relocation of the driveway to the north end of the lot. In reviewing the surrounding lots, this is acceptable.

Please let me know any questions you may have.

Thank you,

Jupe

Jupe Hale
Senior Director, Municipal Services

612.875.2156 (o)
-
701 Xenia Avenue S, Suite 300
Minneapolis, MN 55416
wsbeng.com

For a list of WSB employee licenses and certifications visit here.

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

RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO ALLOW LAND RECLAMATION INVOLVING MORE THAN 100 CUBIC YARDS OF SOIL FOR THE CONSTRUCTION OF A NEW HOME AT 5 CATBIRD LANE

WHEREAS, the City of North Oaks (City) has received an application for a Conditional Use Permit to allow land reclamation involving more than 100 cubic yards of soil for the construction of a new home at 5 Catbird Lane North Oaks, Ramsey County, Minnesota, legally described on the attached **EXHIBIT A**; and

WHEREAS, a Conditional Use Permit is required for land reclamation involving more than 100 cubic yards of soil; and

WHEREAS, the request has been reviewed against the relevant requirements of North Oaks Zoning Ordinance Sections 151.050 and 151.076, regarding the criteria for issuance of a Conditional Use Permit, and meets the minimum standards, is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance, and does not have a negative impact on public health, safety, or welfare; and

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the North Oaks Planning Commission in accordance with Minnesota Statutes, Section 462.357, subd. 3, on April 30, 2026, after which hearing the Planning Commission voted unanimously to recommend approval of the Conditional Use Permit application subject to certain conditions.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH OAKS that a Conditional Use Permit to allow land reclamation involving more than 100 cubic yards of soil is approved subject to the following findings and conditions:

1. The home shall be constructed in accordance with the plans received on February 17, 2026, except as modified by the conditions in this section and any minor revisions required by the City's Building Official.

2. Erosion control shall be in place prior to the beginning of construction.
    a. Erosion control measures such as silt fence must be installed downstream of all proposed grading, in order to ensure proper containment of sedimentation on site. Extra care shall be taken to maintain all existing erosion control measures to ensure sedimentation due to grading activities is not tracked off site.

b. Applicant shall amend the Earthwork and Erosion Control plan so that the linetype with the "S" in it is correctly labeled as "Proposed Silt Fence."
c. Applicant shall ensure that grading and filling work does not result in the deposit of additional stormwater runoff onto adjacent properties.

3. Final plans shall be approved by the Building Official prior to the commencement of construction. Plans must be in compliance with the maximum 0.12 FAR requirement at the time of approval by the Building Official.

4. All lighting on the single-family home shall be downcast and shielded in accordance with Section 151.031 of the City Code.

5. The applicant shall comply with all applicable local, state, and watershed district rules and regulations.

6. Both the primary and secondary septic sites shall be protected during construction. Plans shall be updated to show how the sites will be protected during construction.

7. The applicant must grade the property according to the approved grading plan and ensure that stormwater runoff doesn't impact adjacent properties.

8. The applicant must submit a landscape plan to show vegetation/erosion control on the slope between the back of the home and the wetland on the west side of the property prior to issuance of a building permit.

9. The applicant must apply for a building permit and receive approval prior to beginning construction.

10. The applicant must apply for a septic permit and receive approval prior to beginning construction.

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 14th day of May, 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:

Tract D, Registered Land Survey No. 560, Ramsey County, Minnesota.

PID: 083022420022

CITY OF NORTH OAKS
RAMSEY COUNTY, MINNESOTA
RESOLUTION NO. 1594

RESOLUTION DESIGNATING POLLING LOCATIONS FOR THE 2026 STATE PRIMARY AND GENERAL ELECTION

WHEREAS, Minnesota Statutes 204B.16, Subd. 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year; and

WHEREAS, changes to the polling places locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, the Primary Election is August 11, 2026 and the General Election is November 3, 2026.

NOW, THEREFORE, BE IT RESOLVED, the North Oaks City Council hereby designates the following polling places for elections conducted in the city in 2026:

Precinct 1 Peace United Methodist Church
5050 Hodgson Road

Precinct 2 **August 11th Primary:**
Peace United Methodist Church
5050 Hodgson Road
November 3rd General Election:
North Oaks Golf Club
54 East Oaks Road, North Oaks

AND BE IT FURTHER RESOLVED, that the city clerk is hereby authorized to designate a replacement meeting the requirements of the Minnesota Election Law for any polling place designated in this Resolution that becomes unavailable for use by the City;

AND BE IT FURTHER RESOLVED, that the city clerk is directed to send a copy of this resolution to the Ramsey County Elections Office.

Adopted by the City Council of the City of North Oaks this 14th day of May, 2026.

By: _____
Krista Wolter
Its: Mayor

Attested:

By: _____
Stephanie Marty
Its: Deputy Clerk

NORTH OAKS

*Check Summary Register©

May 2026

	Name	Check Date	Check Amt	
10100	**Checking**			
1258e	The Hartford	05/05/26	$29.75	May Insurance Premium
1259e	PAYROLL	05/04/26	$17,908.48	SWH
1260e	P E R A	05/04/26	$2,495.93	PERA 05-07-26
1261e	Voya Financial	05/04/26	$125.00	Deferred Comp 5-07-26
1262e	Beam	05/06/26	$134.88	Vision Benefits - May 2026
1263e	Connexus Energy	05/06/26	$8.74	5919 Centerville - April 2026
1264e	ADP	05/11/26	$142.96	ADP 5/07/26
1265e	Verizon Wireless	05/11/26	$20.02	Billing Period 4/2 to 5/1/26
1272e	EUREKA RECYCLING	05/12/26	$2,002.97	Eureka Recycling - April
1273e	Xcel Energy	05/11/26	$746.13	2 Hill Farm Rd, 305082928
1274e	Delta Dental of Minnesota	05/13/26	$732.06	Dental Benefits - Billing Period 6/1/26 - 6/30/26
16221	Campbell Knutson	05/14/26	$1,504.50	Met Council System Statement
16222	Companion Animal Care	05/14/26	$150.00	Animal Control Services - April 2026
16223	Core & Main	05/14/26	$4,142.96	20' Pulse Cables EHAT
16224	Ehlers	05/14/26	$6,560.00	Utility Rate Study
16225	Ferguson Enterprises LLC	05/14/26	$891.36	Hydrant Markers
16226	Ferguson Waterworks	05/14/26	$309.52	Hydrant Oil
16227	FP Mailing Solutions	05/14/26	$120.36	Rental Period 4/10/26 - 7/9/26
16228	Gopher State One-Call, Inc.	05/14/26	$157.95	Monthly Services -April 2026
16229	Granicus LLC	05/14/26	$4,864.55	Peak Agenda Management
16230	GreatAmerica Financial Service	05/14/26	$110.00	Monthly Service
16231	Kelly & Lemmons, P.A.	05/14/26	$1,075.00	Prosecution Services - April 2026
16232	Kennedy & Graven, Chartered	05/14/26	$14,809.40	General Services
16233	Kevin Quattrin	05/14/26	$200.43	Water Reimbursement - 8 Leaf Wing Dr
16234	Landform Professionals	05/14/26	$4,406.75	Ordinance Amendments
16235	League MN Cities Ins Trust	05/14/26	$4,011.00	WC Coverage Premium
16236	League of Minnesota Cities	05/14/26	$942.91	Knute Development - Land Use & Special Risk Litigation
16237	Leonard Carl Prof Services	05/14/26	$34,034.48	Permit & Plan Review - April 2026
16238	Lincoln National Life Ins Co.	05/14/26	$183.67	LTD & STD 5/1/26 - 5/31/26
16239	Marco, Inc.	05/14/26	$504.85	Copier Rental - May
16240	Messerli Kramer	05/14/26	$6,800.00	Retainer - May 2026
16241	Metering & Technology Solution	05/14/26	$2,133.17	M70, M120 & M170 Gallon 8 Dial HRE & Terminal Screws
16242	Metro Council Envir Srvc-Sewer	05/14/26	$8,086.21	Monthly Sewer - June 2026
16243	Metro-Inet	05/14/26	$3,824.00	IT Services - May 2026
16244	Miller Excavating, Inc	05/14/26	$1,962.54	Hydrant Repair - 7 Tree Farm Lane
16245	Minnesota Department of Health	05/14/26	$23.00	Water Supply System Operator Renewal Application
16246	MN PEIP	05/14/26	$6,861.24	Coverage Period 6/1/26 - 6/30/26
16247	NineNorth	05/14/26	$758.76	Monthly Services - April
16248	North Oaks Village Center LLC	05/14/26	$9,705.17	Commercial Base Rent (5/26)
16249	North Suburban Communications	05/14/26	$7,244.66	2026 City Contribution - January through March
16250	Nykanen Inspections	05/14/26	$3,044.20	Electrical Inspections - April 2026
16251	Peterson-Waddle Recycling	05/14/26	$30,887.27	Storage rent
16252	Premium Waters, Inc.	05/14/26	$38.21	Monthly Service - April
16253	Press Publications	05/14/26	$70.64	Village Center CUP
16254	Ramsey County Sheriff	05/14/26	$106,243.93	Law Enforcement Services 5/1 - 5/31/26
16255	Ramsey County-Emergency Commun	05/14/26	$2,626.95	CAD Services - March
16256	REHDER FORESTRY CONSULTING	05/14/26	$4,340.29	April 2026 Forestry Services
16257	Schroeder PAC	05/14/26	$648.18	North Oaks LS 13 Golf Course - Sync with Sensaphone
16258	Staples	05/14/26	$137.63	Misc Office Supplies
16259	Abdo	05/14/26	$5,881.90	Audit Services year ended December 31 2025
		Total Checks	$304,644.56	

NORTH OAKS

*Check Summary Register©

May 2026

Name	Check Date	Check Amt
0100 Checking		
01 GENERAL		$265,405.01
00 SPECIAL PROJECTS		$9,133.00
06 LAKE GILFILLAN		$70.25
01 WATER		$10,050.53
02 SEWER		$19,985.77
		$304,644.56

_____ Mayor Krista Wolter

_____ Mark Azman

_____ Andrew Gaspard

_____ Sara Shah

_____ Grover Sayer

NORTH OAKS

*Check Detail Register©

May 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1258 e	05/05/26	**The Hartford**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$29.75	39538567048	May Insurance Premium
		Total	$29.75		
1259 e	05/04/26	**PAYROLL**			
E 101-41300-101		WAGES - FULL TIME	$13,168.18	5/7/26	Staff Wages
E 602-41300-101		WAGES - FULL TIME	$3,876.92	5/7/26	Public Works Director
E 602-41300-121		PERA CONTRIBUTIONS	$324.51	5/7/26	PERA (7.5%)
E 602-41300-121		PERA CONTRIBUTIONS	($605.75)	5/7/26	PERA
E 101-41300-122		FICA CONTRIBUTIONS	$1,363.87	5/7/26	FICA
G 101-21701		FEDERAL TAXES PAYAB	$2,057.40	5/7/26	FWH
G 101-21701		FEDERAL TAXES PAYAB	($2,057.40)	5/7/26	FWH
G 101-21702		STATE TAXES PAYABLE	$917.20	5/7/26	SWH
G 101-21702		STATE TAXES PAYABLE	($917.20)	5/7/26	SWH
E 602-43000-127		DEFERRED COMP CONT	($125.00)	5/7/26	Empower PSC
E 602-41300-131		HEALTH, DENTAL, LIFE,	$450.00	5/7/26	Medical & Cell Phone
E 101-41300-132		CAR ALLOWANCE	$333.33	5/7/26	Car Allowance
E 101-41300-121		PERA CONTRIBUTIONS	$1,012.59	5/7/26	PERA (7.5%)
E 101-41300-121		PERA CONTRIBUTIONS	($1,890.17)	5/7/26	PERA
		Total	$17,908.48		
1260 e	05/04/26	**P E R A**			
E 101-41300-121		PERA CONTRIBUTIONS	$1,890.18		PERA 05-07-26
E 602-41300-121		PERA CONTRIBUTIONS	$605.75		PERA 05-07-26
		Total	$2,495.93		
1261 e	05/04/26	**Voya Financial**			
E 602-43000-127		DEFERRED COMP CONT	$125.00		Deferred Comp 5-07-26
		Total	$125.00		
1262 e	05/06/26	**Beam**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$134.88	MN01025-20	Vision Benefits - May 2026
		Total	$134.88		
1263 e	05/06/26	**Connexus Energy**			
E 101-43100-381		ELECTRIC UTILITIES	$8.74		5919 Centerville - April 2026
		Total	$8.74		
1264 e	05/11/26	**ADP**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$142.96		ADP 5/07/26
		Total	$142.96		
1265 e	05/11/26	**Verizon Wireless**			
E 101-41300-210		OPERATING SUPPLIES	$20.02	6142446553	Billing Period 4/2 to 5/1/26
		Total	$20.02		
1272 e	05/12/26	**EUREKA RECYCLING**			
E 101-43200-384		RECYCLING	$2,002.97	INV3167	Eureka Recycling - April
		Total	$2,002.97		

NORTH OAKS

*Check Detail Register©

May 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
1273 e	05/11/26	**Xcel Energy**				
E 101-41300-381		ELECTRIC UTILITIES		$105.02		City 303585928 & 302708070
E 101-43100-381		ELECTRIC UTILITIES		$82.99		Signals 303740120 & 303839695
E 101-43100-381		ELECTRIC UTILITIES		$60.37		Street Lighting
E 406-43000-381		ELECTRIC UTILITIES		$27.36		8 Poplar Ln Aeration
E 406-43000-381		ELECTRIC UTILITIES		$42.89		7 Willow Rd 51-0572815-6
E 601-49400-381		ELECTRIC UTILITIES		$42.37		24 Maycomb, 304471197
E 602-49450-429		MISC/LIFTSTATIONS		$43.21		Liftstation #3, 302368925
E 602-49450-429		MISC/LIFTSTATIONS		$25.42		Liftstation #1, 302660004
E 602-49450-429		MISC/LIFTSTATIONS		$41.14		Liftstation #5, 302894636
E 602-49450-429		MISC/LIFTSTATIONS		$37.35		Liftstation #2, 302953888
E 602-49450-429		MISC/LIFTSTATIONS		$67.81		Liftstation #9, 304097091
E 602-49450-429		MISC/LIFTSTATIONS		$32.55		Liftstation #11, 304464164
E 602-49450-429		MISC/LIFTSTATIONS		$59.06		Wilkinson Blvd, 304097283
E 602-49450-381		ELECTRIC UTILITIES		$18.66		28 Osprey Ct, 304097160
E 602-49450-429		MISC/LIFTSTATIONS		$59.93		2 Hill Farm Rd, 305082928
			Total	$746.13		
1274 e	05/13/26	**Delta Dental of Minnesota**				
E 101-41300-131		HEALTH, DENTAL, LIFE,		$732.06	CNS0002163	Dental Benefits - Billing Period 6/1/26 - 6/30/26
			Total	$732.06		
16221	05/14/26	**Campbell Knutson**				
E 400-41600-300		PROFESSIONAL SERVIC		$1,504.50		Met Council System Statement
			Total	$1,504.50		
16222	05/14/26	**Companion Animal Care**				
E 101-46100-317		ANIMAL MANAGEMENT		$150.00		Animal Control Services - April 2026
			Total	$150.00		
16223	05/14/26	**Core & Main**				
E 601-49400-255		WATER METERS		$4,000.05	V000037657	Sensus Meters
E 601-49400-255		WATER METERS		$142.91	Y884903	20' Pulse Cables EHAT
			Total	$4,142.96		
16224	05/14/26	**Ehlers**				
E 602-49450-313		CONTRACT SERVICES		$6,095.00	106208	Utility Rate Study
E 601-49400-313		CONTRACT SERVICES		$465.00	106209	Financial Management Plan
			Total	$6,560.00		
16225	05/14/26	**Ferguson Enterprises LLC**				
E 601-49400-210		OPERATING SUPPLIES		$891.36	0310008	Hydrant Markers
			Total	$891.36		
16226	05/14/26	**Ferguson Waterworks**				
E 601-49400-210		OPERATING SUPPLIES		$309.52	0564018	Hydrant Oil
			Total	$309.52		
16227	05/14/26	**FP Mailing Solutions**				
E 101-41300-210		OPERATING SUPPLIES		$120.36	RI107198035	Rental Period 4/10/26 - 7/9/26

NORTH OAKS

*Check Detail Register©

May 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$120.36		
16228	05/14/26	**Gopher State One-Call, Inc.**				
E 101-42300-300		PROFESSIONAL SERVIC		$157.95	6040648	Monthly Services -April 2026
			Total	$157.95		
16229	05/14/26	**Granicus LLC**				
E 101-41300-309		COMPUTER/INTERNET/		$4,864.55	228967	Peak Agenda Management
			Total	$4,864.55		
16230	05/14/26	**GreatAmerica Financial Services**				
E 101-41300-210		OPERATING SUPPLIES		$110.00	41924512	Monthly Service
			Total	$110.00		
16231	05/14/26	**Kelly & Lemmons, P.A.**				
E 101-41600-315		LEGAL FEES - PROSEC		$1,075.00	67669	Prosecution Services - April 2026
			Total	$1,075.00		
16232	05/14/26	**Kennedy & Graven, Chartered**				
E 101-41600-304		LEGAL FEES - GENERAL		$1,470.00	193060	City Office Building Matters
E 101-41600-304		LEGAL FEES - GENERAL		$305.20	193060	WBT Water/Sewer JPA
E 101-41600-304		LEGAL FEES - GENERAL		$9,000.00	193060	Wilkinson Waters Development
E 101-41600-304		LEGAL FEES - GENERAL		$152.60	193060	Knute Development vs. North Oaks
E 101-41900-305		ESCROW/PROJECT PAY		$90.00	193060	5 Catbird Lane CUP
E 101-41900-305		ESCROW/PROJECT PAY		$60.00	193060	10 Hill Farm Circle Septic Variance
E 101-41600-304		LEGAL FEES - GENERAL		$3,731.60	193061	General Services
			Total	$14,809.40		
16233	05/14/26	**Kevin Quattrin**				
E 601-49400-383		WATER - WBT		$80.61		Water Reimbursement - 8 Leaf Wing Dr
E 602-49450-385		SEWER		$119.82		Sewer Reimbursement - 8 Leaf Wing Dr
			Total	$200.43		
16234	05/14/26	**Landform Professionals**				
E 101-41900-305		ESCROW/PROJECT PAY		$1,497.00	37834	5 Catbird Height AP
E 400-41600-300		PROFESSIONAL SERVIC		$828.50	37834	Comp Plan Appeal & Legislation
E 101-41900-305		ESCROW/PROJECT PAY		$458.00	37834	100 Village Center Sign CUP
E 101-41910-300		PROFESSIONAL SERVIC		$1,322.50	37834	City Business & City Meetings
E 101-41910-300		PROFESSIONAL SERVIC		$300.75	37835	Ordinance Amendments
			Total	$4,406.75		
16235	05/14/26	**League MN Cities Ins Trust**				
E 101-41300-360		INSURANCE		$4,011.00		WC Coverage Premium
			Total	$4,011.00		
16236	05/14/26	**League of Minnesota Cities**				
E 101-41300-360		INSURANCE		$942.91	GL 497236	Knute Development - Land Use & Special Risk Litigation
			Total	$942.91		
16237	05/14/26	**Leonard Carl Prof Services**				
E 101-42400-313		CONTRACT SERVICES		$34,034.48		Permit & Plan Review - April 2026

NORTH OAKS

*Check Detail Register©

May 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$34,034.48		
16238	05/14/26	**Lincoln National Life Ins Co.**			
E 101-41300-131		HEALTH, DENTAL, LIFE,	$183.67		LTD & STD 5/1/26 - 5/31/26
		Total	$183.67		
16239	05/14/26	**Marco, Inc.**			
E 101-41300-210		OPERATING SUPPLIES	$504.85	41932689	Copier Rental - May
		Total	$504.85		
16240	05/14/26	**Messerli Kramer**			
E 400-41600-300		PROFESSIONAL SERVIC	$6,800.00	505242	Retainer - May 2026
		Total	$6,800.00		
16241	05/14/26	**Metering & Technology Solution**			
E 601-49400-255		WATER METERS	$2,133.17		M70, M120 & M170 Gallon 8 Dial HRE & Terminal Screws
		Total	$2,133.17		
16242	05/14/26	**Metro Council Envir Srvc-Sewer**			
E 602-49450-385		SEWER	$8,086.21		Monthly Sewer - June 2026
		Total	$8,086.21		
16243	05/14/26	**Metro-Inet**			
E 101-41300-309		COMPUTER/INTERNET/	$3,824.00		IT Services - May 2026
		Total	$3,824.00		
16244	05/14/26	**Miller Excavating, Inc**			
E 601-49400-313		CONTRACT SERVICES	$1,962.54	46791	Hydrant Repair - 7 Tree Farm Lane
		Total	$1,962.54		
16245	05/14/26	**Minnesota Department of Health**			
E 601-43000-310		TRAINING	$23.00		Water Supply System Operator Renewal Application
		Total	$23.00		
16246	05/14/26	**MN PEIP**			
E 101-41300-122		FICA CONTRIBUTIONS	$6,861.24	1629671	Coverage Period 6/1/26 - 6/30/26
		Total	$6,861.24		
16247	05/14/26	**NineNorth**			
E 101-41420-345		CABLE TV	$758.76	2026-061	Monthly Services - April
		Total	$758.76		
16248	05/14/26	**North Oaks Village Center LLC**			
E 101-41300-410		RENTALS	$5,413.60		Commercial Base Rent (5/26)
E 101-41300-410		RENTALS	$4,291.57		Commercial CAM (5/26)
		Total	$9,705.17		
16249	05/14/26	**North Suburban Communications**			
E 101-41420-345		CABLE TV	$7,244.66	2026-553	2026 City Contribution - January through March
		Total	$7,244.66		

NORTH OAKS

*Check Detail Register©

May 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
16250	05/14/26	**Nykanen Inspections**				
E 101-42400-313		CONTRACT SERVICES		$3,044.20		Electrical Inspections - April 2026
			Total	$3,044.20		
16251	05/14/26	**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 Service - April
E 101-43200-384		RECYCLING		$646.89		Fuel Reimbursement - April
E 101-43200-384		RECYCLING		$992.67		Volume Charge - April
			Total	$30,887.27		
16252	05/14/26	**Premium Waters, Inc.**				
E 101-41300-210		OPERATING SUPPLIES		$26.29	311436099	Monthly Service - April
E 101-41300-210		OPERATING SUPPLIES		$11.92	311457880	Monthly Service - April
			Total	$38.21		
16253	05/14/26	**Press Publications**				
E 101-41100-350		PUBLISHING & ADVERTI		$41.55		Village Center CUP
E 101-41100-350		PUBLISHING & ADVERTI		$29.09		Fee Schedule
			Total	$70.64		
16254	05/14/26	**Ramsey County Sheriff**				
E 101-42100-313		CONTRACT SERVICES		$106,243.93	SHRFL-0024	Law Enforcement Services 5/1 - 5/31/26
			Total	$106,243.93		
16255	05/14/26	**Ramsey County-Emergency Commun**				
E 101-42100-313		CONTRACT SERVICES		$9.36	EMCOM-013	Fleet Support - March
E 101-42100-313		CONTRACT SERVICES		$341.92	EMCOM-013	CAD Services - March
E 101-42100-313		CONTRACT SERVICES		$2,275.67	EMCOM-013	911 Dispatch Services - March
			Total	$2,626.95		
16256	05/14/26	**REHDER FORESTRY CONSULTING**				
E 101-46100-316		TREE PRESERVATION		$4,340.29	530	April 2026 Forestry Services
			Total	$4,340.29		
16257	05/14/26	**Schroeder PAC**				
E 602-49450-429		MISC/LIFTSTATIONS		$648.18	5445	North Oaks LS 13 Golf Course - Sync with Sensaphone
			Total	$648.18		
16258	05/14/26	**Staples**				
E 101-41300-210		OPERATING SUPPLIES		$137.63		Misc Office Supplies
			Total	$137.63		
16259	05/14/26	**Abdo**				
E 101-41500-301		AUDIT SERVICES		$4,931.90	522691	Audit Services year ended December 31 2025
E 101-41500-301		AUDIT SERVICES		$950.00	524292	OSA Financial Reporting
			Total	$5,881.90		
			10100	$304,644.56		

NORTH OAKS

*Check Detail Register©

May 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment

Fund Summary

10100 Checking	
101 GENERAL	$265,405.01
400 SPECIAL PROJECTS	$9,133.00
406 LAKE GILFILLAN	$70.25
601 WATER	$10,050.53
602 SEWER	$19,985.77
	$304,644.56

_____ Mayor Krista Wolter

_____ Mark Azman

_____ Andrew Gaspard

_____ Sara Shah

_____ Grover Sayer

NORTH OAKS

*Check Summary Register©

2026 (April, May)

	Name	Check Date	Check Amt	
10100	**Checking**			
1229e	The Hartford	04/06/26	$29.75	April Insurance Premium
1231e	PAYROLL	04/06/26	$17,710.58	FWH
1232e	ADP	04/06/26	$157.33	ADP 1st Qtr 2026
1234e	Voya Financial	04/06/26	$125.00	Deferred Comp 4-09-26
1236e	P E R A	04/06/26	$2,468.55	PERA 04-09-26
1237e	Beam	04/08/26	$134.88	Vision Benefits - April 2026
1238e	Delta Dental of Minnesota	04/08/26	$732.06	Dental Benefits - April
1239e	Department of Labor & Industry	04/09/26	$2,838.45	1st Qtr Building Surcharge
1241e	Xcel Energy	04/09/26	$793.23	2 Hill Farm Rd, 305082928
1242e	ShelterPoint Life	04/09/26	$641.67	MN PFML Premium - 1st Qtr 2026
1243e	ADP	04/13/26	$142.96	ADP 4/9/26
1244e	EUREKA RECYCLING	04/15/26	$1,889.24	March 2026 Rev Share
1250e	Verizon Wireless	04/16/26	$20.02	Billing perirod 3/2 to 4/1/26
1251e	Voya Financial	04/20/26	$125.00	Deferred Comp 4-23-26
1252e	P E R A	04/20/26	$2,421.79	PERA 04-23-26
1253e	Esch Consulting, LLC	04/21/26	$99.00	Level II Leadership Training (Triemert)
1254e	Esch Consulting, LLC	04/23/26	$26.00	Level II Leadership Training (Triemert)
1255e	ADP	04/27/26	$146.55	ADP 4/23/26
1256e	WEX Bank	04/27/26	$448.01	April Gas Purchases
1257e	COMCAST	04/27/26	$487.16	April Dark Fiber
1258e	The Hartford	05/05/26	$29.75	May Insurance Premium
1259e	PAYROLL	05/04/26	$17,908.48	SWH
1260e	P E R A	05/04/26	$2,495.93	PERA 05-07-26
1261e	Voya Financial	05/04/26	$125.00	Deferred Comp 5-07-26
1262e	Beam	05/06/26	$134.88	Vision Benefits - May 2026
1263e	Connexus Energy	05/06/26	$8.74	5919 Centerville - April 2026
1264e	ADP	05/11/26	$142.96	ADP 5/07/26
1265e	Verizon Wireless	05/11/26	$20.02	Billing Period 4/2 to 5/1/26
1266e	PMA Financial Network	04/29/26	$33.00	PMA Monthly Maintenance
1267e	AUTHNET	04/01/26	$30.00	Apr 26 Monthly CC Fee
1268e	FP Mailing Solutions	04/30/26	$400.00	Postage - April 2026
1269e	FP Mailing Solutions	04/30/26	$200.00	Postage - April 2026
1270e	Xcel Energy	04/30/26	$62.08	2 Hill Farm Rd, 305082928
1271e	Miscellaneous	04/01/26	$30.00	Bank Service Fee
1272e	EUREKA RECYCLING	05/12/26	$2,002.97	Eureka Recycling - April
1273e	Xcel Energy	05/11/26	$746.13	2 Hill Farm Rd, 305082928
1274e	Delta Dental of Minnesota	05/13/26	$732.06	Dental Benefits - Billing Period 6/1/26 - 6/30/26
		Total Checks	$56,539.23	

NORTH OAKS

*Check Summary Register©

2026 (April, May)

Name	Check Date	Check Amt
10100 Checking		
101 GENERAL		$45,032.14
406 LAKE GILFILLAN		$205.64
601 WATER		$539.80
602 SEWER		$10,761.65
		$56,539.23

_____ Mayor Krista Wolter

_____ Mark Azman

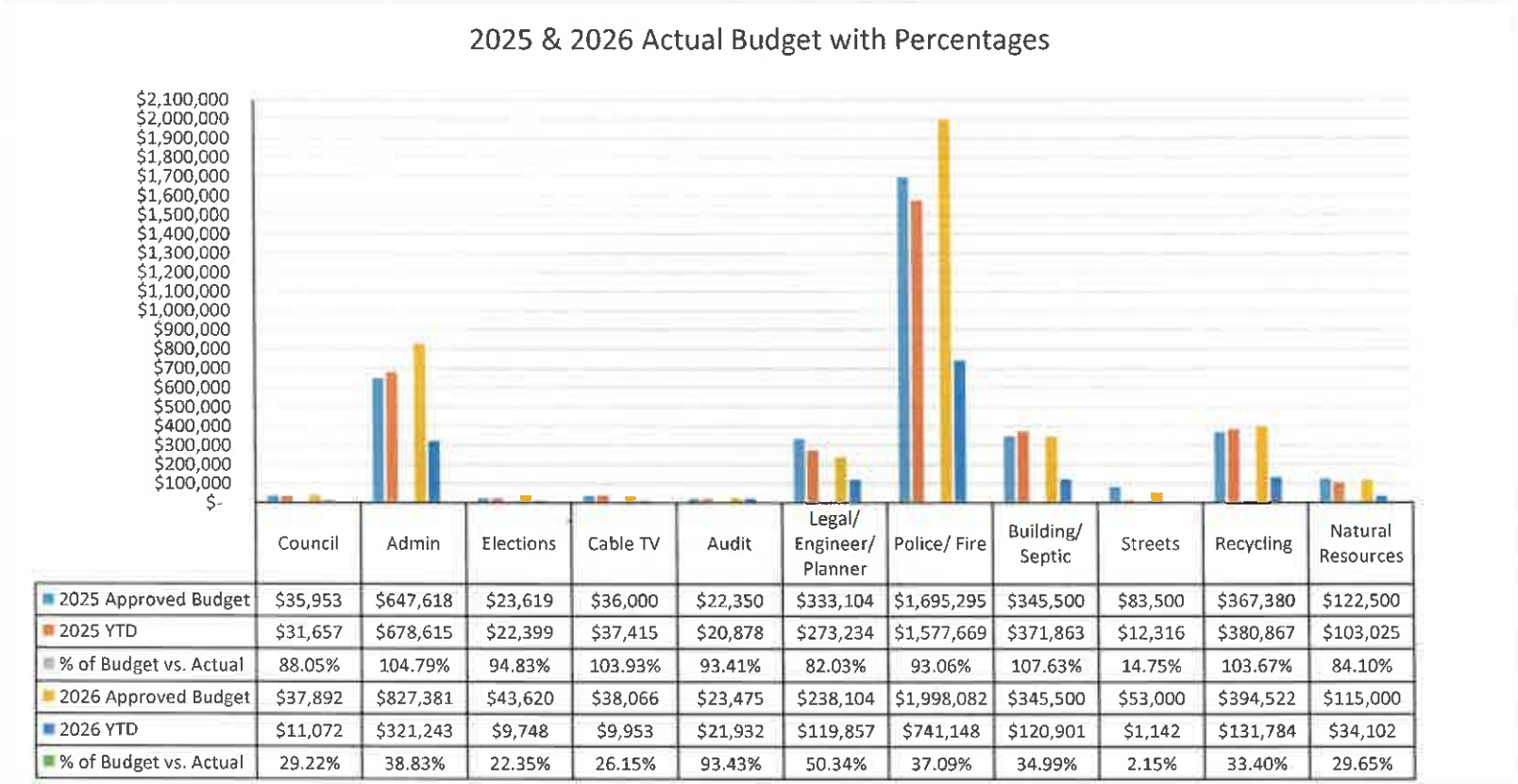
_____ Andrew Gaspard

_____ Sara Shah

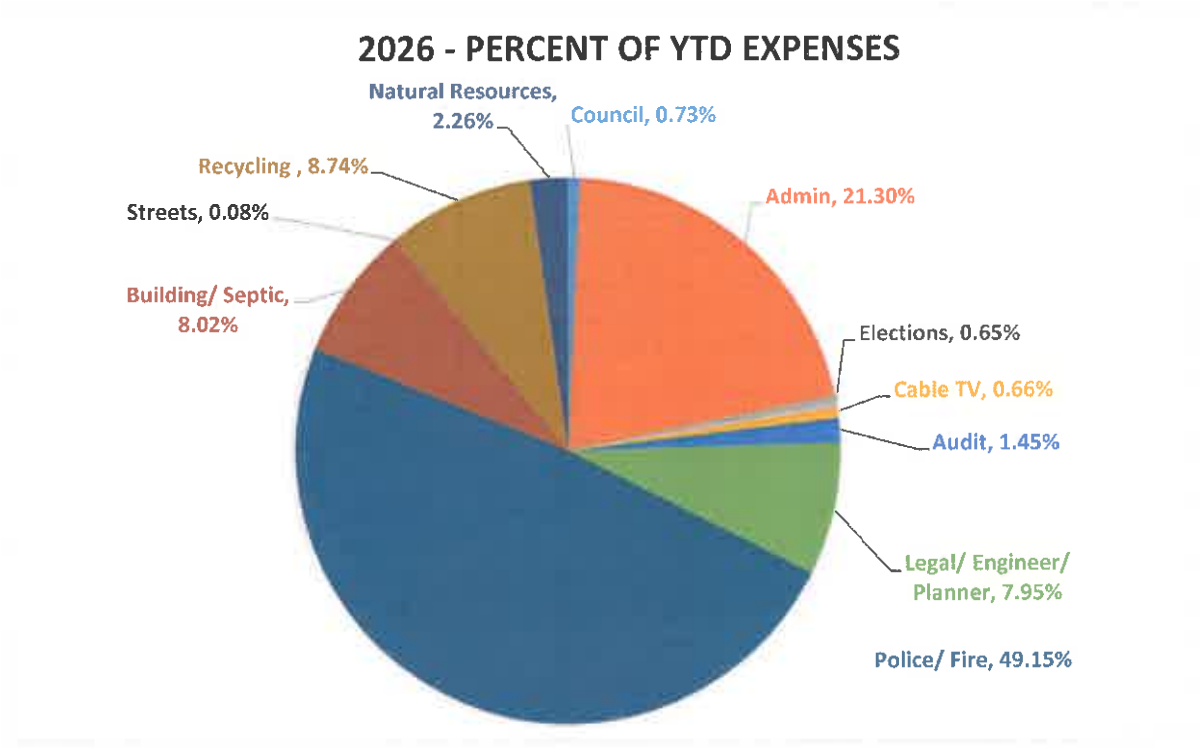
_____ Grover Sayer

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

	2026 Approved Budget	2026 YTD	% of Budget vs. Actual		1,507,880.60
Council	$ 37,892	$ 11,072	29.22%		0.73%
Admin	$ 827,381	$ 321,243	38.83%		21.30%
Elections	$ 43,620	$ 9,748	22.35%		0.65%
Cable TV	$ 38,066	$ 9,953	26.15%		0.66%
Audit	$ 23,475	$ 21,932	93.43%		1.45%
Legal/ Engineer/ Planner	$ 238,104	$ 119,857	50.34%		7.95%
Police/ Fire	$ 1,998,082	$ 741,148	37.09%		49.15%
Building/ Septic	$ 345,500	$ 120,901	34.99%		8.02%
Streets	$ 53,000	$ 1,142	2.15%		0.08%
Recycling	$ 394,522	$ 131,784	33.40%		8.74%
Natural Resources	$ 115,000	$ 34,102	29.65%		2.26%
Transfers		$ -			0.00%

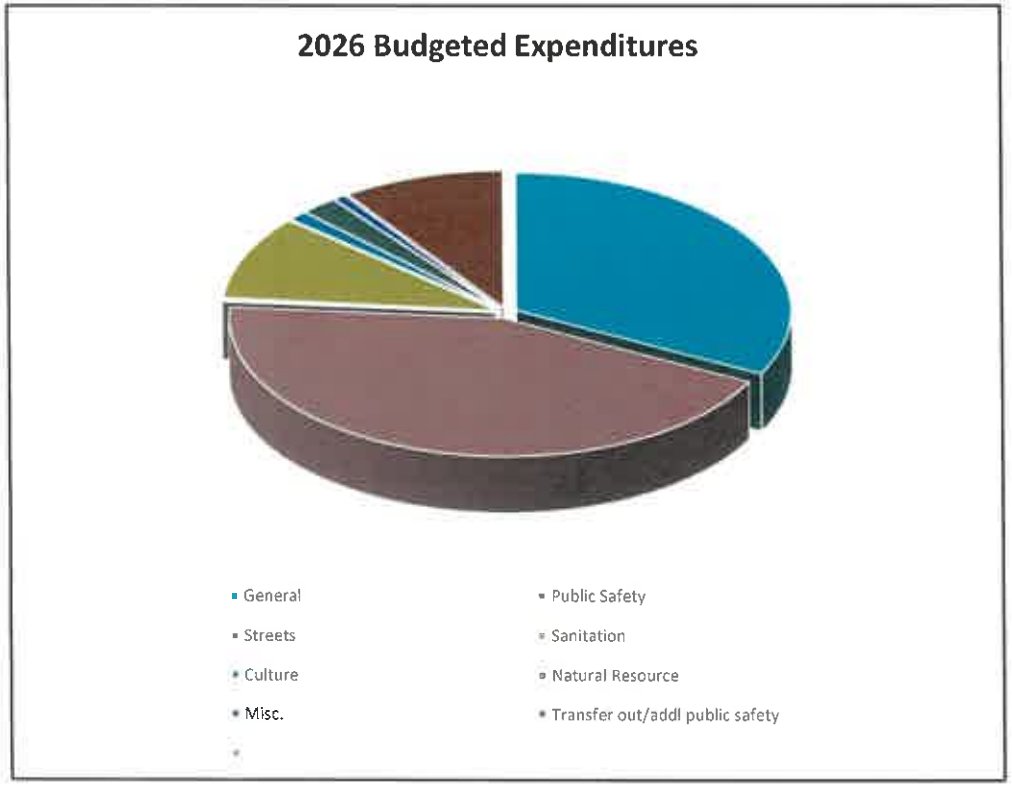


	Council	Admin	Elections	Cable TV	Audit	Legal/ Engineer/ Planner	Police/ Fire	Building/ Septic	Streets	Recycling	Natural Resources
2025 Approved Budget	$35,953	$647,618	$23,619	$36,000	$22,350	$333,104	$1,695,295	$345,500	$83,500	$367,380	$122,500
2025 YTD	$31,657	$678,615	$22,399	$37,415	$20,878	$273,234	$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	$11,072	$321,243	$9,748	$9,953	$21,932	$119,857	$741,148	$120,901	$1,142	$131,784	$34,102
% of Budget vs. Actual	29.22%	38.83%	22.35%	26.15%	93.43%	50.34%	37.09%	34.99%	2.15%	33.40%	29.65%


2026 - PERCENT OF YTD EXPENSES
Natural Resources, 2.26%
Council, 0.73%
Recycling , 8.74%
Admin, 21.30%
Streets, 0.08%
Building/ Septic, 8.02%
Elections, 0.65%
Cable TV, 0.66%
Audit, 1.45%
Legal/ Engineer/ Planner, 7.95%
Police/ Fire, 49.15%

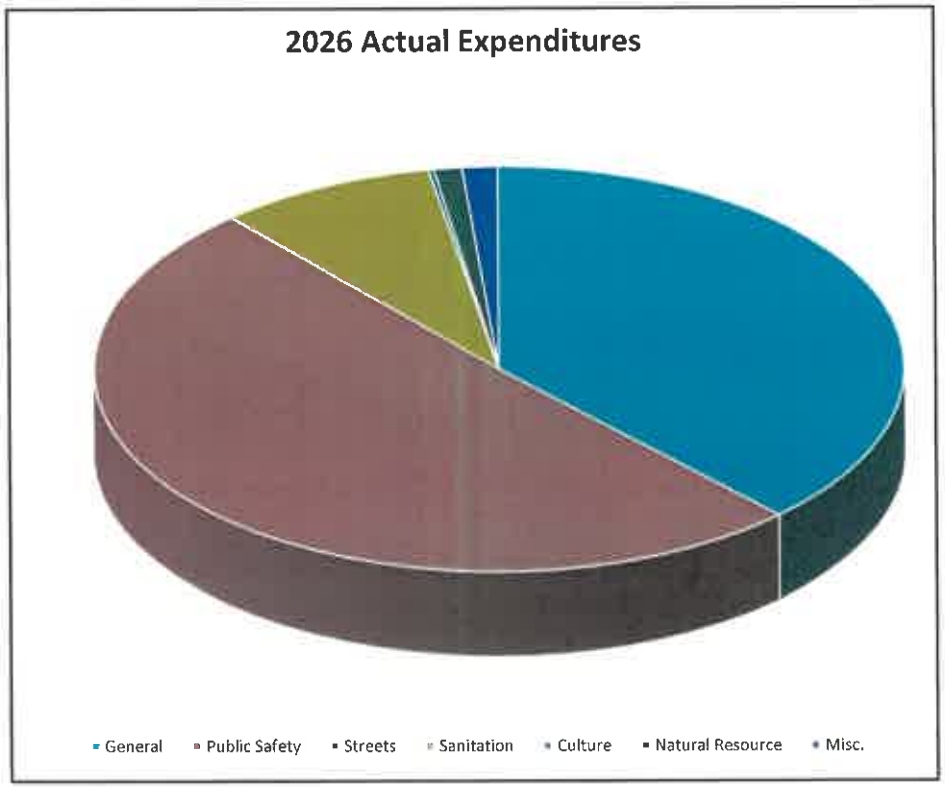
2026 Budgeted Expenditures

$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

$	621,049.10	General
$	741,147.60	Public Safety
$	1,142.11	Streets
$	131,783.80	Sanitation
$	9,953.02	Culture
$	34,101.65	Natural Resource
$	8,896.82	Misc.
		Transfer out/addl public safety



CITY OF NORTH OAKS APPROVED 2026 BUDGET

Updated 5/14/26

APPROVED 2026 EXPENDITURES

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/2025	% of Budget	UnderLine	2026 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
101-41100-311	LEGISLATIVE -	CONFERENCES/SEMINARS	$800.00	$0.00	0.00%		$800.00
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
101-41100-433	LEGISLATIVE -	DUES AND SUBSCRIPTIONS	$20,353.00	$20,619.96	101.31%	NWYFS/LMC/MCMA	$21,740.00
101-41300-101	CITY	WAGES - FULL TIME	318,259.00	$320,607.84	100.74%	combined wages	$345,326.00
101-41300-103	CITY	WAGES - PART TIME/TEMP			#DIV/0!		
101-41300-121	CITY	PERA CONTRIBUTIONS					
101-41300-122	CITY	FICA CONTRIBUTIONS	24,653.00	$32,559.20	132.07%		$26,417.00
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
101-41300-131	CITY	CAR ALLOWANCE	$4,000.00	$3,999.96	100.00%	Car Allowance	4,000.00
101-41300-210	CITY	OPERATING SUPPLIES	$30,500.00	$27,389.66	89.80%	Office/IT/Software	$31,415.00
101-41300-309	CITY	COMPUTER/INTERNET/GIS	$66,700.00	$74,406.87	111.55%	Granicus/Polco/Comcast	$68,701.00
101-41300-310	CITY	TRAINING	$3,000.00	$9,037.32	301.24%	League/MCMA/MAMA	$50,000.00
101-41300-322	CITY	MAILBOXES	$5,000.00	$1,717.87	34.36%	passthrough	$5,000.00
101-41300-360	CITY	INSURANCE	$26,000.00	$21,145.00	81.33%		$26,000.00
101-41300-381	CITY	ELECTRIC UTILITIES	$1,200.00	$1,323.13	110.26%		$1,300.00
101-41300-410	CITY	RENTALS	$112,131.00	$117,298.20	104.61%	Office Rent	$115,176.00
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
101-41420-345	CABLE TV	PROFESSIONAL SERVICES	$36,000.00	$37,414.66	103.93%		$38,066.00
101-41500-301	FINANCE	AUDIT SERVICES	$22,350.00	$20,878.00	93.41%	AEM - 3 year contract	$23,475.00
101-41600-304	LEGAL	LEGAL FEES - GENERAL	$50,000.00	$79,402.30	158.80%	Kennedy & Graven	$55,000.00
101-41600-315	LEGAL	LEGAL FEES - PROSECUTION	$13,104.00	$11,611.18	88.61%	Kelly & Lemmons	$13,104.00
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
101-41900-305	ENGINEERING	ESCROW/PROJECT PAYABLE	$15,000.00	$36,021.85	240.15%		$15,000.00
101-41910-300	PLANNING	PROFESSIONAL SERVICES	$80,000.00	$42,980.75	53.73%	Planning Fees	$50,000.00
101-42100-313	POLICE	CONTRACT SERVICES	$1,107,195.00	$1,046,452.18	94.51%	Police Contract	$1,292,512.00
101-42110-313	SECURITY	CONTRACT SERVICES	$47,100.00	$2,070.00		Security - RAVE/LPR	$74,070.00
101-42200-313	FIRE	CONTRACT SERVICES	$540,000.00	$527,193.00	97.63%	LJFD	$630,000.00
101-42300-300	EMERGENCY	PROFESSIONAL SERVICES	$1,000.00	$1,953.90	195.39%	Gopher State	$1,500.00

APPROVED 2026 EXPENDITURES (CONTINUED)

101-42400-300	BUILDING	PROFESSIONAL SERVICES	$500.00	$260.00	52.00%	Other Inspections	$500.00
101-42400-313	BUILDING	CONTRACT SERVICES	$300,000.00	$341,014.14	113.67%		$300,000.00
101-42400-451	BUILDING	BUILDING PERMIT SURCHARGE	$30,000.00	$15,001.13	50.00%		$30,000.00
101-43100-381	STREETS	ELECTRIC UTILITIES	$3,000.00	$2,757.41	91.91%		$3,000.00
101-43100-408	STREETS	STREETS/SIDEWALK/CURB	$80,500.00	$9,558.51	11.87%	Mel's Service	$50,000.00
101-43200-384	RECYCLING	RECYCLING	$361,380.00	$375,005.75	103.77%		$388,522.00
101-43200-384	RECYCLING	RECYCLING (Clean Up Day)	$6,000.00	$5,861.25	97.69%	Clean Up/Recycle Day	$6,000.00
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
101-46100-317	NATURAL	DEER/ANIMAL MANAGEMENT	$75,000.00	$21,679.13	28.91%	Deer/dogs/geese	$50,000.00
101-46100-318	NATURAL	NATURAL RESOURCES	$2,500.00	$7,354.08	294.16%	NRC	$5,000.00
101-49450-313	SEWER	CONTRACT SERVICES	$15,000	$15,587.50	103.92%	Septic Inspector	$15,000
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

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/25	% of Budget	UnderLine	2026 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
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	
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 5/14/2026

APPROVED 2026 REVENUES

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/25	% of Budget	UnderLine	2026 Budget
101-31010	COUNCIL	GENERAL PROPERTY TAXES	$2,794,583.00	$2,722,833.62	97.43%		$2,900,879.00
101-31810	COUNCIL	CABLE T.V. FEES	$91,000.00	$88,245.96	96.97%		$89,900.00
101-32110	COUNCIL	ALCOHOLIC BEV LICENSE	$5,650.00	$5,500.00	97.35%		$5,650.00
101-32111	COUNCIL	TOBACCO LICENSE	$600.00	$600.00	100.00%		$600.00
101-32160	COUNCIL	CONTRACTOR LICENSES	$9,000.00	$15,940.00	177.11%		$10,000.00
101-32210	COUNCIL	BUILDING PERMIT	$500,000.00	$440,544.40	88.11%		$500,000.00
101-32230	COUNCIL	HEAT/PLUMB PERMIT	$50,000.00	$80,088.62	160.18%		$60,000.00
101-32240	COUNCIL	ANIMAL LICENSE	$0.00	$0.00	#DIV/0!		$0.00
101-32260	COUNCIL	STATE SURCHARGE	$12,000.00	$15,667.81	130.57%		$15,000.00
101-32261	COUNCIL	ISTS PERMIT	$6,750.00	$11,650.00	172.59%		$7,000.00
101-32262	COUNCIL	RENTAL LICENSE FEE	$1,000.00	$200.00	20.00%		$500.00
101-32263	COUNCIL	SHORELAND/FORESTRY PERMIT	$300.00	$100.00	33.33%		$300.00
101-32264	COUNCIL	ISTS PUMPING RECORDS	$5,000.00	$12,240.00	244.80%		$10,000.00
101-33440	COUNCIL	SCORE GRANT	$12,000.00	$25,710.00	214.25%		$12,000.00
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
101-34103	COUNCIL	ESCROW FEES	$15,000.00	$34,848.00			$15,000.00
101-34120	COUNCIL	CERTIFICATE OF OCCUPANCY FEE	$300.00	$500.00	166.67%		$300.00
101-34403	COUNCIL	RECYCLING FEES		$253.50			$0.00
101-35100	COUNCIL	FINES AND FORFEITS	$5,000.00	$1,743.88	34.88%		$5,000.00
101-35104	COUNCIL	LATE FEES/NSF FEES		$15.00			$0.00
101-36100	COUNCIL	SPECIAL ASSESSMENTS	$361,380.00	$374,979.61	103.76%	Recycling Assessment	$373,620.00
101-36102	COUNCIL	SPECIAL ASSESSMENTS - CLHOA		$87,498.81		Charley Lake HOA	$9,415.00
101-36200	COUNCIL	MISCELLANEOUS REVENUES	$5,000.00	$2,028.09	40.56%	Conduit Bond & Misc	$5,000.00
101-36210	COUNCIL	INTEREST EARNINGS	$84,000.00	$129,982.70	154.74%		$90,000.00
101-36220	COUNCIL	RENTS	$52,756.00	$58,916.23	111.68%	NOHOA Rent	$54,178.00
101-36222	COUNCIL	COMMUNITY FUNCTIONS	$3,000.00	$1,975.00	65.83%	Community Mtg Room	$800.00
101-36240	COUNCIL	REFUNDS AND REIMBURSEMENT	$44,000.00	$21,476.35	48.81%	LMC & Other Rebates	$20,000.00
101-39200	COUNCIL	TRANSFER IN	$0			Use of Fund Balance	$113,000.00
			$4,062,819	**$4,167,958**			**$4,302,642.00**

ActCode	DEPT Descr	OBJ Descr	2025 Budget	12/31/25	% of Budget	UnderLine	2026 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		$3,720		Special Project Interest		
400-36240	COUNCIL	REFUNDS AND REIMBURSEMENTS						
400-39200	COUNCIL	TRANSFER IN						
401-36210	COUNCIL	INTEREST EARNINGS		$17,450				
401-36240	COUNCIL	REFUNDS AND REIMBURSEMENTS						
401-39200	COUNCIL	TRANSFER IN		$350,000				
401-39310	COUNCIL	BOND		$1,644,999.82				
401-39400	COUNCIL	BOND		$142,664.00				
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		$1,860.55				
406-36200	COUNCIL	MISCELLANEOUS REVENUES	$0			LGWA Maint Assessments		
406-36210	COUNCIL	INTEREST EARNINGS		$0.00				

Ramsey County Sheriff's Office

Public Safety Report: North Oaks

APRIL 2026

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

CALLS FOR SERVICE: 138

- 30 MEDICAL CALLS
- 10 FIRE CALLS
- 8 TRAFFIC STOPS
    - 3 ACCIDENTS

NOTABLE CALLS:

- **FISHING** – 04/2026 THERE WERE SEVERAL CALLS FOR SERVICE IN REGARD TO PEOPLE, MOSTLY JUVENILES FISHING. DEPUTIES MADE CONTACT WITH SEVERAL OF THE PARTIES AND EDUCATED THEM ON THE FISHING PROHIBITION IN NORTH OAKS. AS A REMINDER THE FISHING PROHIBITION EXTENDS TO RESIDENTS AS WELL AS NONRESIDENTS. MN STATUTE 6262.0500

- **ABANDONED VEHICLE –** CN# 26014499 ON 04/05/2026 AT APPROXIMATLEY 0842 HOURS IN THE AREA OF CHICKADEE LN AND EAST PLEASANT LAKE RD A RESIDENT CALLED AND REPORTED A VEHICLE THAT WAS PARKED IN THE AREA FOR SEVERAL DAYS. IT WAS LEARNED THE REGISTERED OWNER IS A RESIDENT AND HAD PARKED THERE TO WALK THE TRAILS AND HIS KEY FOB BROKE BEFORE RETURNING TO HIS VEHICLE. HE WAS ARRANGING FIXING THE KEY AND GETTING THE CAR HOME.

- **ACCIDENT WITH PROPERTY DAMAGE –** CN# 26016026 04/14/2026 AT APPROXIMATELY 0651 IN THE AREA OF LONG MARSH LN AND WEST PLEASANT LAKE RD A VEHICLE LEFT THE ROADWAY AND STRUCK A TREE. DEPUTIES EVALUATED THE DRIVER FOR IMPAIRMENT AND FOUND NO SIGNS. THE DRIVER WAS THE LONE PARTY INVOLVE IN THE CRASH AND WAS UNINJURED.

- **THEFT –** CN# 26-017-278 04/20/2026 AT 1939 HOURS A CALL FOR SHOPLIFFTING OCURRED AT THE WALGREENS AT 600 VILLAGE CENTER DR. THE SUSPECTS FLED THE SCENE IN A VEHICLE THAT DIDN'T MATCH THE LICENSE PLATE PROVIDED BY WITNESSES. THE CASE HAS BEEN FORWARDED TO THE CRIMINAL INVESTIGATIONS UNIT.

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City of North Oaks

Utility Rate Study
May 14, 2026

1

Overview

Purpose & Approach of the Study

Findings

Water and Sewer Funds

- Goals & Assumptions
- Capital Projects
- Rate Structures
- Projections

Impact Analysis

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Purpose of the Study

Review the current rate structure for all funds

- Unified rates for all North Oaks rate payers
- Water Fund
  - ✓ Usage tiers promote conservation
  - ✓ Base charges cover fixed costs
  - ✓ Maintain appropriate fund balances
  - ✓ Plan for future capital projects
- Sewer Fund
  - ✓ Base charges cover fixed costs
  - ✓ Maintain appropriate fund balances
  - ✓ Plan for future capital projects

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Purpose of the Study

Parameters

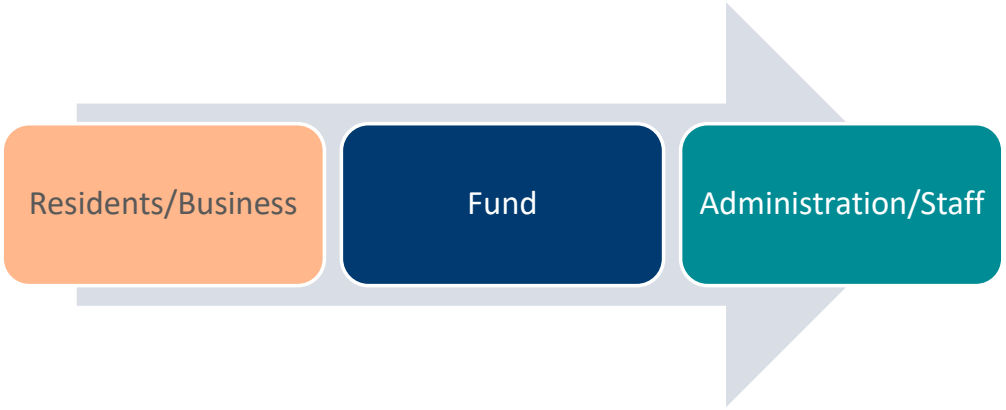
- Assure funds pay for
  - ✓ Capital Outlay
  - ✓ Operations
  - ✓ Annual debt service (if applicable)
- Provide sufficient cash reserves for
  - ✓ Six months of operating expenses (excluding depreciation)
  - ✓ Next years' annual debt service (if applicable)

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Approach to Study – Impact Analysis



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Findings

- Funds are in good shape
  - ✓ Expect additional capital and operational costs in the future
- City has separate rates for Shoreview and White Bear Township customers
- Base rates pay for more than fixed costs of the system
  - ✓ Both water and sewer rates
- No bonding recommended at this time

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Goals

Rate Structure Design

- Equity / Fairness
  - ✓ Evaluate who is using system and when
  - ✓ Design cohesive water and sewer rates for all North Oaks rate payers
- Sufficient Revenues
  - ✓ Pay for future operating and capital
- Base Fee covers fixed costs
- Promote conservation
- Ease of Administration
- Understood by Rate Payers



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Assumptions

- Utilized 4 quarters of usage data
  - ✓ Shoreview: 1st Qtr 2025 – 4th Qtr 2025
  - ✓ White Bear Township: 2nd Qtr 2025 – 1st Qtr 2026
- Future Projections
  - ✓ 3% on Expenses
  - ✓ 2% on Other Revenues
- No Capital Project costs at this time
- No Growth factored in at this time

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Water Fund – Current Rate Structures

Shoreview

	Current Quarterly Rate Structure		Current Tiers (1,000 Gallons)			Existing 2025 Rate
	FIXED RATE					
1	Water Availability - SV					$ 48.00
2	Maintenance Fee - SV					47.00
	TOTAL FIXED CHARGES					
	CONSUMPTION CHARGES					
3	**Residential**	Tier 1	0	to	5,000	$ 2.58
4	***Shoreview***	Tier 2	5,001	to	10,000	4.16
5		Tier 3	10,001	to	30,000	5.76
6		Tier 4		Over	30,000	9.48
7	**Commercial**	Tier 1	0	to	50,000	$ 4.16
8	***Shoreview***	Tier 2	50,001	to	1,150,000	5.76
9		Tier 3		Over	1,150,000	9.48
10	**Irrigation**	Tier 1	0	to	50,000	$ 3.89
11	***Shoreview***	Tier 2		Over	50,000	5.37

Take Away

1. Fixed Rate
   - Appears high
2. Tiered Rates
   - Residential tier breaks appear too close for quarterly billing
   - Top tier rate very high
   - Commercial tiers not applicable
   - Tiers not recommended for irrigation
     - Not considered essential usage

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Water Fund – Current Rate Structures

Take Away

1. Fixed Rate
   - Appears high
2. Tiered Rates
   - Tier breaks appear too close for quarterly billing
   - Large jump in rate for 4th tier

White Bear Township

	Current Quarterly Rate Structure		Current Tiers (1,000 Gallons)			Existing 2025 Rate
	FIXED RATE					
1	Water Availability - WBT					48.00
2	Maintenance Fee - WBT					47.00
	TOTAL FIXED CHARGES					
	CONSUMPTION CHARGES					
3	**Residential**	Tier 1	0	to	10,000	$ 2.68
4	***White Bear***	Tier 2	10,001	to	20,000	2.94
5	***Township***	Tier 3	20,001	to	30,000	3.97
6		Tier 4		Over	30,000	6.90
7	**Commercial**	Tier 1	0	to	10,000	$ 2.73
8	***White Bear***	Tier 2	10,001	to	20,000	2.99
9	***Township***	Tier 3	20,001	Over	30,000	4.02
10		Tier 4		Over	30,000	7.00
11	**Irrigation**	Tier 1	0	to	999,999	$ 7.15
12	***White Bear***					
13	***Township***					

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Water Fund – Fixed Costs

2026 Budget Fixed Costs = **$172,056**

Fixed Charge Options					
Existing Charges	**2026 Quarterly**	**Number of Units/Meters**	**Annual Revenue**	**Grand Total**	**% of Fixed Costs**
Fixed Rate					
Water Availability - SV	$ 48.00	88	$ 16,896		
Maintenance Fee - SV	47.00	88	16,544		
Water Availability - WBT	48.00	496	95,232		
Maintenance Fee - WBT	47.00	496	93,248	$ 221,920	129.0%

OPTION #1 (Recommended): Fixed Rate Covers 100% of Fixed Costs					
RATE STRUCTURE OPTIONS	**Quarterly Charge**	**Number of Meters**	**Total Fixed Costs**	**Annual Revenue**	**% of Fixed Costs**
Fixed Rate					
Base Fee	$ 72.41	594	$ 172,056	$ 172,046	
100% TOTAL FIXED AND METER COSTS - WATER FUND		594		$ 172,046	100%

Take Away

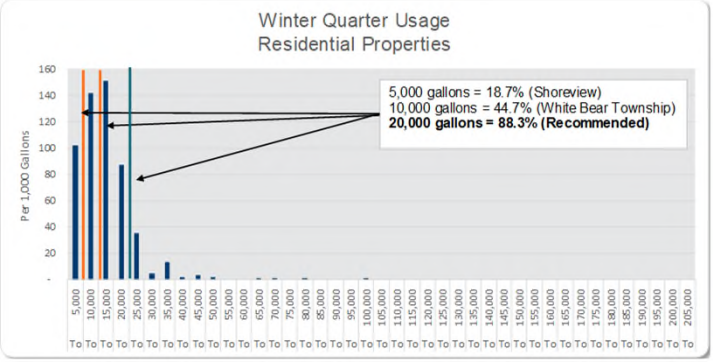
1. Fixed Rate
   - Currently pays for 129% of actual costs
2. Meter Charge
   - Single rate for all users
3. Recommended Rate
   - means everyone pays for fixed cost of system, regardless of usage
4. All Meters Charged
   - Even if more than 1 per account

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Residential Water Usage - Winter

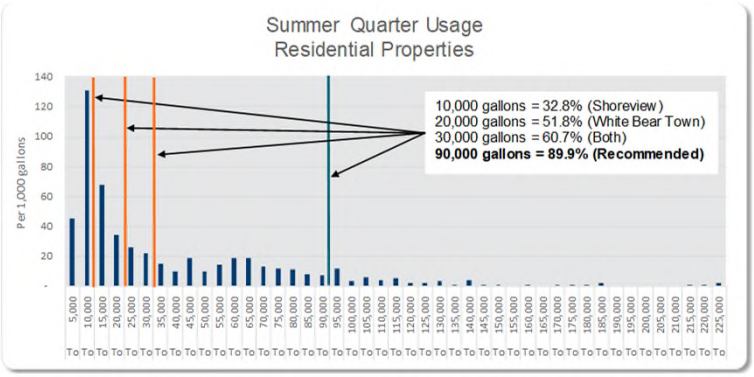
Take Away

1. 1st Quarter usage for Shoreview and White Bear Township
2. Adjust 1st Tier
   - **20,000** gallons = **88%**
   - Winter usage = indoor usage
   - Considered essential usage
   - Most affordable



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Residential Water Usage - Summer



Take Away

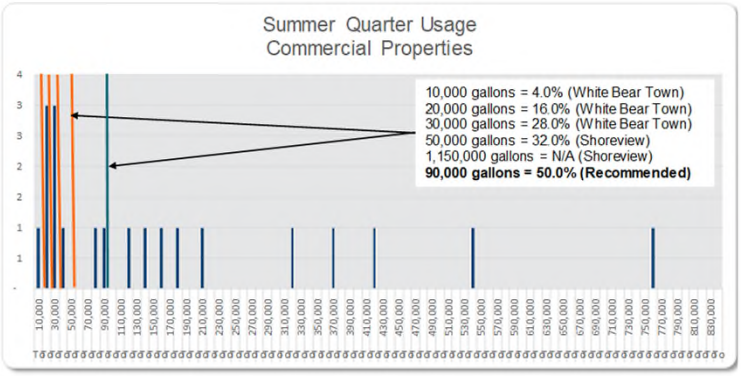
1. 3rd Quarter Usage for Shoreview and White Bear Township
2. 3-Tiered Rate Structure
   - 1st Tier: 20,000 – **52%**
   - 2nd Tier: 90,000 – **90%**
   - 3rd Tier: Over 90,000 – **Top 10%**
- Promotes Conservation

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Commercial Water Usage

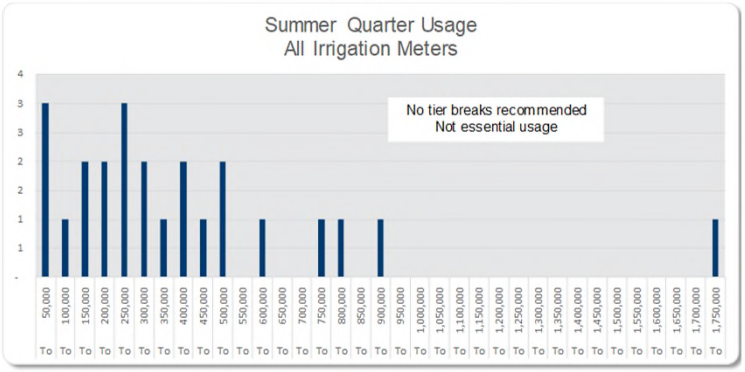
Take Away

1. 3rd Quarter usage for Shoreview and White Bear Township
2. 19 total accounts
3. 2 Tiers recommended
   - Tier 1: **90,000** gal.
     - **50%** of usage
     - Small businesses
   - Tier 2: **Over 90,000** gal.
     - Larger users



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Irrigation Water Usage



Take Away

1. 3rd Quarter usage for Shoreview and White Bear Township
2. No Tiers recommended
   - ✓ Usage not considered essential
3. Promotes conservation
   - ✓ Bills at a higher rate

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Proposed Water Rate Option

Take Away

1. Single rate structure for all North Oaks Rate Payers
2. Rates designed to meet revenue requirements
   - ✓ Base Fee covers 100% of fixed costs
   - ✓ Consumption charges cover 100% of variable costs
3. Tiered Rate Structures tailored to actual usage patterns
   - ✓ By Customer Type
   - ✓ Promotes conservation

	OPTION #1 (Recommended): Fixed Rate Covers 100% of Fixed Costs		Proposed Tiers (1,000 Gallons)			Proposed Rates	Number of Meters / Accts.	Annual Revenues
	Fixed Rate							
1	Base Fee					$ 72.41	594	$ 172,046
	Consumption Charge							
2	**Residential**	Tier 1	-	to	20,000	$ 3.94	547	$ 107,579
3		Tier 2	20,000	to	90,000	50% 5.91	279	105,472
4		Tier 3		Over	90,000	50% 8.87	55	23,017
5	**Commercial**	Tier 1	-	to	90,000	$ 5.91	20	$ 28,288
6		Tier 2		Over	90,000	50% 8.87	11	65,811
7	**Irrigation**	Tier 1	-	to	999,999	$ 7.85	29	$ 162,564
8	**TOTAL PROJECTED ANNUAL REVENUES**							$ 664,777

Note: Rate Structure has a 1.1% buffer included

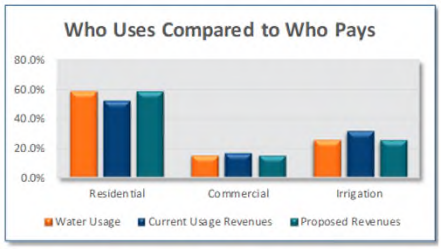
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Who Uses v. Who Pays

WATER FUND			
		Percent of	
		Current Usage	
Customer Type	Water Usage	Revenues	Proposed Revenues
Residential	59.2%	52.1%	59.3%
Commercial	15.1%	16.6%	15.0%
Irrigation	25.7%	31.3%	25.7%



Take Away

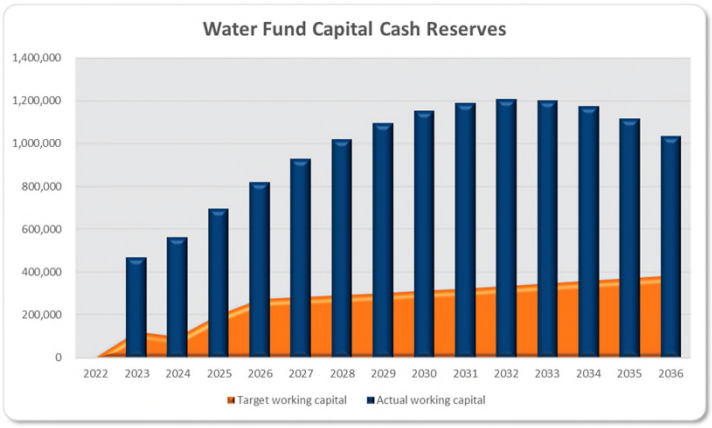
1. Rates designed based on who is using the system by customer type
2. Final "test" for rate design
3. Previous rates were close
4. Recommendations:
   - ✓ Residential: Increase slightly
   - ✓ Commercial: Decrease slightly
   - ✓ Irrigation: Decrease slightly

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Water Fund



Target working capital = 6 months of operating expenses, excluding depreciation + next year's debt service

Take Away

1. Cash balance should at least Targeted Working Capital
2. No rate increases currently recommended
3. No capital projects currently included
   - ✓ Likely to change over next couple of years

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Sewer Fund – Current Rate Structures

Take Away

1. Includes both Shoreview and White Bear Township rates
2. Fixed Rate
   - Includes minimum usage for WBT residential customers
3. Usage Rates
   - White Bear Township rate very high for Commercial
   - Shoreview pays flat rate, regardless of usage

	SEWER FUND		
	Current Quarterly Rate Structure		**Existing 2025 Rate**
1	**Base Charge**		
2	White Bear Township - Flat Fee (5,000 min)		$ 41.00
3	White Bear Township - Commercial Flat Fee		36.75
4	White Bear Township - Escrow/Maintenance		33.50
5	Shoreview - Escrow/Maintenance		33.50
6			
7	**Consumption Charge**		
8	Residential	White Bear Township > 5,000 gal	$ 6.21
9		Shoreview - Sewer Only	81.00
10	Commercial	White Bear Township - All Usage	15.93
11		Shoreview - All Usage	3.50

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Sewer Fund – Fixed Costs

2026 Budgeted Fixed Costs = **$134,188**

Fixed Charge Options

	2026 Quarterly Rate	No. of Accounts	Annual Revenue	Total Revenue	% of Fixed Costs
Existing Charges					
White Bear Township - Incl. 5,000 gal.	$ 41.00	401	$ 65,764		
White Bear Township - Commercial Flat Fee	36.75	9	1,323		
White Bear Township - Escrow/Maintenance	33.50	410	54,940		
Shoreview - Escrow/Maintenance	33.50	259	34,706	$ 156,733	116.8%

	2026 Quarterly Rate
Base Charge Options	
Number of Customer Accounts	669
Billing Frequency (Times per year)	4
Number of Bills (Line 2 x Line 3)	2,676
Total Fixed Costs	$ 134,188
Cost per Bill (Line 6 / Line 4)	$ 50.14

Take Away

1. Fixed Rate
   - Currently pays for 108.7% of actual costs
2. Meter Charge
   - Single rate for all users
3. Recommended Rate
   - means everyone pays for fixed cost of system, regardless of usage
4. No minimum usage included

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Proposed Sewer Rate Option

Take Away

1. Single rate structure for all North Oaks Rate Payers
2. "Winter Average" for residential customers
3. Rates designed to meet revenue requirements
   - ✓ Base Fee covers 100% of fixed costs
   - ✓ Consumption charges cover 100% of variable costs
4. Sewer Only Customers
   - ✓ Fixed Costs + 15,000 gallons usage

	PROPOSED: 2026 Sewer Rate Structure Options		Usage per 1,000 Gallons	Number of Units	Annual Revenues
	Base Charge	**Proposed Rate**			
1	All Users	$ 50.14		669	$ 134,175
2	Sewer Only	84.00	15,000 / unit	174	58,464
	Consumption Charge				
3	Residential	5.60	23,961		134,183
4	Commercial	5.60	14,939		83,660
5	**TOTAL PROJECTED ANNUAL REVENUES**		**14,939**		**$ 410,482**

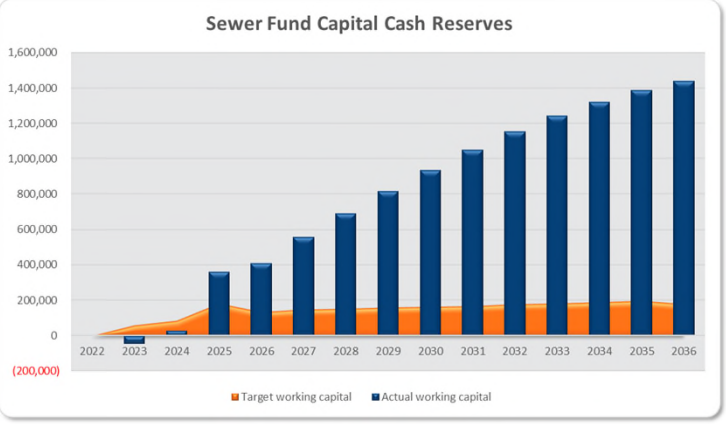
Note: Rate Structure has a 0.7% buffer included

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Sewer Fund



Target working capital = 6 months of operating expenses, excluding depreciation + next year's debt service

Take Away

1. Cash balance should at least Targeted Working Capital
2. Includes $210k in bond proceeds in 2025
3. No rate increases recommended
4. No capital projects currently included
   - ✓ Likely to change over next couple of years

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Impact Analysis – Shoreview Residential

Based on Quartile system

- **25%** Quartile = bottom ¼ of usage
- **50%** Quartile = midpoint of usage
- **75%** Quartile = top ¼ of usage

Take Away

1. **Water charges decrease** as +30k usage no longer charged $9.48/gal.
2. **Sewer charges** now based on winter average usage instead of flat fee
3. **Sewer Only** accounts based on average usage of 15k gal./quarter

RESIDENTIAL ACCOUNTS				
	Shoreview			
Served By:				
Type	Low	Median	High	Sewer Only
Account Number	25% Quartile	50% Quartile	75% Quartile	--
Sample 2025 Usage	26,525	37,033	49,723	N/A
Winter Average	11,000	14,640	19,270	N/A
	Existing 2026 Rates and Structure			
Total Water	$ 223.88	$ 310.57	$ 430.87	$ -
Total Sewer	114.50	114.50	114.50	114.50
Total Water & Sewer	$ 338.38	$ 425.07	$ 545.37	$ 114.50
	2026 OPTION #1 (Recommended): Fixed Rate Covers 100% of Fixed Costs			
Total Water	$ 189.77	$ 251.88	$ 326.87	$ -
Total Sewer	111.74	132.12	158.05	134.14
Total Water & Sewer	$ 301.51	$ 384.00	$ 484.92	$ 134.14
$ Increase/(Decrease)	$ (36.87)	$ (41.07)	$ (60.45)	$ 19.64

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Impact Analysis – White Bear Township Res.

Based on Quartile system

- **25%** Quartile = bottom ¼ of usage
- **50%** Quartile = midpoint of usage
- **75%** Quartile = top ¼ of usage

Take Away

1. **Bottom quartile** sees reductions as base charges are reduced to match fixed costs
2. **Top 90% quartile** will see increases due to conservation
3. **Sewer Only** accounts based on average usage of 15k gal/quarter

RESIDENTIAL ACCOUNTS				
	White Bear Township			
Served By:				
Type	Low	Median	High	Sewer Only
Account Number	25% Quartile	50% Quartile	75% Quartile	--
Sample 2025 Usage	6,722	12,379	26,959	N/A
Winter Average	6,022	10,220	15,305	N/A
	Existing 2026 Rates and Structure			
Total Water	$ 113.01	$ 128.79	$ 178.83	$ -
Total Sewer	80.85	106.92	138.49	103.50
Total Water & Sewer	$ 193.86	$ 235.71	$ 317.32	$ 103.50
	2026 OPTION #1 (Recommended): Fixed Rate Covers 100% of Fixed Costs			
Total Water	$ 98.89	$ 121.18	$ 192.34	$ -
Total Sewer	83.86	107.37	135.85	134.14
Total Water & Sewer	$ 182.75	$ 228.55	$ 328.19	$ 134.14
$ Increase/(Decrease)	$ (11.11)	$ (7.16)	$ 10.87	$ 30.64

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Impact Analysis - Commercial

Served By:	COMMERCIAL ACCOUNTS					
	Shoreview			White Bear Township		
Type	Low	Median	High	Low	Median	High
Account Number	25% Quartile	50% Quartile	75% Quartile	25% Quartile	50% Quartile	75% Quartile
Sample 2025 Usage	12,898	35,743	282,918	129,764	146,937	255,307
Winter Average	12,898	35,743	282,918	129,764	146,937	255,307
	Existing 2026 Rates and Structure					
Total Water	$ 148.66	$ 243.69	$ 1,644.61	$ 890.75	$ 1,010.96	$ 1,769.55
Total Sewer	78.64	158.60	1,023.71	2,137.39	2,410.96	4,137.29
Total Water & Sewer	$ 227.30	$ 402.29	$ 2,668.32	$ 3,028.14	$ 3,421.92	$ 5,906.84
	2026 OPTION #1 (Recommended): Fixed Rate Covers 100% of Fixed Costs					
Total Water	$ 148.64	$ 283.65	$ 2,315.49	$ 957.02	$ 1,109.34	$ 2,070.58
Total Sewer	122.37	250.30	1,634.48	776.82	872.99	1,479.86
Total Water & Sewer	$ 288.45	$ 533.95	$ 3,949.97	$ 1,733.84	$ 1,982.33	$ 3,550.44
$ Increase/(Decrease)	$ 61.15	$ 131.66	$ 1,281.65	$ (1,294.30)	$ (1,439.59)	$ (2,356.40)

Based on Quartile system

- **25%** Quartile = bottom ¼ of usage
- **50%** Quartile = midpoint of usage
- **75%** Quartile = top ¼ of usage

Take Away

1. **Water Rates**
   - ✓ Burden shifts from lower to higher users
2. **Sewer Rates**
   - ✓ **Shoreview** can expect increases overall due to increased base fees
   - ✓ **White Bear Township** will see decreases due to lower sewer consumption rate

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Impact Analysis – Irrigation

Based on Quartile system

- **25%** Quartile = bottom ¼ of usage
- **50%** Quartile = midpoint of usage
- **75%** Quartile = top ¼ of usage

Take Away

1. **No tiering recommended**
   - ✓ Usage not considered essential
2. **Shoreview accounts** will see increases due to higher rates
3. **White Bear Township** accounts will see smaller increases since existing rates are closer to recommended

Served By:	IRRIGATION ACCOUNTS	
	Shoreview	White Bear Township
Type		
Account Number	75% Quartile	75% Quartile
Sample 2025 Usage	196,810	229,027
Winter Average	N/A	N/A
	Existing 2026 Rates and Structure	
Total Water	$ 982.87	$ 1,732.54
Total Sewer		
Total Water & Sewer	$ 982.87	$ 1,732.54
	2026 OPTION #1 (Recommended): Fixed Rate Covers 100% of Fixed Costs	
Total Water	$ 1,617.37	$ 1,870.27
Total Sewer		
Total Water & Sewer	$ 1,617.37	$ 1,870.27
$ Increase/(Decrease)	$ 634.50	$ 137.73

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Conclusion

- New Rate Structure
  - ✓ Promotes conservation
  - ✓ Unified rate across all North Oaks rate payers
  - ✓ Balances who uses and who pays for the system
  - ✓ Balances between fixed and variable costs of the system
- Funds are healthy
  - ✓ Sets the stage for future capital projects

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Kennedy & Graven CHARTERED

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150 South Fifth Street, Suite 700
Minneapolis, MN 55402

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

TO: Mayor and Members of the North Oaks City Council

FROM: Bridget M. Nason, City Attorney

DATE: May 9, 2026

RE: Preliminary Discussion: Charley Lake Condominium Association Lift Station # 4 Transfer

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BACKGROUND

City staff have been approached by representatives of the Charley Lake Condominium Association regarding a request to transfer Lift Station # 4 to the City. While a significant transfer of utilities from the North Oaks Company to the City occurred in 2016, Lift Station # 4, which is owned and maintained by the Charley Lake Condominium Association, has never been transferred to the City. Included in the packet by way of background information is information related to the 2016 infrastructure transfer agreement between the City and the North Oaks Company, an agreement between the North Oaks Company and the Charley Lake Condominium Assocation, information about Lift Station # 4, as well as an outline of a draft lift station transfer agreement for Lift Station # 4. The Council is asked to provide direction to staff regarding its interest in accepting a transfer of Lift Station # 4, as well as the terms of that transfer.

REQUESTED COUNCIL ACTION

The Council is asked to review the attached background information and provide preliminary direction to staff regarding the potential transfer of Lift Station # 4 to the City.

SANITARY SEWER INFRASTRUCTURE TRANSFER AGREEMENT

This SANITARY SEWER TRANSFER AGREEMENT is made and entered into as the _____ day of _____ 2026, by and among the North Oaks Company, LLC, a Minnesota limited liability company ("Company"), the Charley Lake Condominium Association, Inc., a Minnesota nonprofit corporation (“Condominium Association), and the City of North Oaks, a Minnesota Municipal Corporation ("City").

WITNESSETH:

WHEREAS, the Condominium Association owns and operates a lift station known as Lift Station # 4 and related sanitary sewer infrastructure (“Sanitary Sewer Infrastructure”) which is located on property identified on Exhibit A.

WHEREAS, Lift Station # 4 serves properties that are part of the Condominium Association, and also serves additional properties located in the Wildflower Place subdivision.

WHEREAS, the City of North Oaks has taken over sanitary sewer infrastructure from the Company in the general vicinity of Lift Station # 4 over the years, including various infrastructure transferred to the City pursuant to that Utility Transfer Agreement between the City and the Company dated December 9, 2016.

WHEREAS, the City, the Company, and the Condominium Association agree that the future ownership, management and customer relationship of the Utilities is Company is better as a municipal function than a private business activity.

NOW, THEREFORE, the Company, the Condominium Association, and the City, agree as follows:

ARTICLE I
CLOSING

1.1 **Closing.** On the Closing Date, as defined in this Agreement, Condominium Association agrees to assign transfer and convey to the City and the City agrees to accept a transfer of the all rights, title and interests in the Utilities hereinafter defined. The Closing will not take place until all conditions precedent of the Company or the City is satisfied in writing.

ARTICLE II
SANITARY SEWER INFRASTRUCTURE

2.1 **Sanitary Sewer Utilities**. The Sanitary Sewer Infrastructure transferred to the City pursuant to this Agreement are detailed on the attached **Exhibit A.**

ARTICLE III
DELIVERIES BY CONDOMINIUM ASSOCIATION

3.1 **Deliverables from Condominium Association**. On the Closing Date, subject

to the terms and conditions set forth in this Agreement, unless previously provided to the City or the City Engineer, the Condominium Association shall make the following deliveries:

(a) Bill of Sale, Assignments, Certificates of Title, Easements, and other instruments of conveyance reasonably requested by the City.

(b) Any "as built" drawings or plans, including any mylar original and electronic drawings showing the installation of utilities and the location of Lift Station # 4, service laterals, and the locations and ties to all Sanitary Sewer and manholes, and the location of valves and other apparatuses.

(c) An affidavit, certifying that to the best of the Condominium Association's knowledge there are no judgments, bankruptcies, tax liens, mechanic's liens, parties in possession, unrecorded interests, encroachments or boundary line questions or related matters affecting the real estate, properly executed on behalf of Condominium Association.

(d) An assignment of any express or implied warranty held by the Condominium Association related to any part of the Utilities or provided by persons or entities who installed utilities under contract with the Company.

(e) Assignment of utility access easement rights necessary or appropriate to allow City access to real estate in which the Sanitary Sewer Infrastructure are located.

(f) Transfer by check or wire transfer the amount of $_____ to fund future repairs and improvements to the Sanitary Sewer Infrastructure.

3.2 **Deliverables from City**. On the Closing Date, subject to the terms and conditions set forth in this Agreement, City shall make the following deliveries:

(a) All items or documents necessary or appropriate.

3.3 **Deliverables from Company.** On the Closing Date, the Company shall make the following deliveries:

(a) All items necessary or appropriate to ensure any interest in the Sanitary Sewer infrastructure is transferred to the City.

ARTICLE IV
INVESTIGATION

4.1 From and after the date hereof and through the Closing Date, the Condominium Association must afford to the agents and representatives of the City reasonable access to the properties and records of Condominium Association related to the Sanitary Sewer Utilities in order that City has full opportunity to make an investigation at reasonable times of the Sanitary Sewer Utilities. The Condominium Association must provide City reasonable assistance in the conduct of the investigation. The City agrees to promptly notify the Condominium Association of any evidence of poor repair or noncompliance with governmental requirements.

4.2 As soon as practicable after the signing of this Agreement, the Condominium Association must compile and deliver to the City existing inspection reports regarding the Utilities, including written or digital reports, tape recordings or recordings of televised inspection of any Utility.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE CONDOMINIUM ASSOCIATION

The Condominium Association represents to City that to the best of its knowledge the following statements are true and correct as of the date of this Agreement and will be true and correct on the Closing Date.

5.1 **Condominium Association**. The Condominium Association is a Minnesota nonprofit corporation organized and existing and in good standing under the laws of the state of Minnesota and is entitled to carry on its business as and in the places where the business is now conducted. Condominium Association has full power and authority to convey, assign, transfer and deliver the Sanitary Sewer Utilities herein provided, and all corporate and other proceedings necessary to be taken by Condominium Association in connection with the transaction provided for by this Agreement.

5.2 **Good Repair**. The Condominium Association represents that to the best of its knowledge the Sanitary Sewer Utilities are in good repair and in compliance with all governmental requirements. To the extent that a utility is not in good repair or in compliance with any governmental requirements, the Condominium Association will either bring the Utilities into good repair or compliance before the time of Closing or at closing, to the extent the amount determined by the City and the Condominium Association, to fund such repair or compliance is in excess of the amount being transferred at Closing, as outlined at Section 3.l(f), such excess will be deemed a Post-Closing Obligation under Section 5.11 of this Agreement.

5.3 **Title**. Condominium Association represents that to the best of its knowledge it has good and marketable title to the Sanitary Sewer Utilities, free and clear of any mortgages, liens, security interests, pledges, easements, except for those easements under which the Sanitary Sewer Utilities as located, or encumbrances of any kind or nature whatsoever. At the Closing, Company will convey good and marketable title to the Utilities free and clear of any and all mortgages, liens, security interests, pledges, easements except for any easements under which the Utilities are located.

5.4 **Liabilities**. Except as and to the extent reflected or reserved or otherwise disclosed herein, the Condominium Association represents that to the best of its knowledge it has, as of the date, no other Liabilities and Obligations with respect to the Sanitary Sewer Utilities.

5.5 **Litigation**. To the best of its knowledge the Condominium Association represents that it is not aware of any claims, actions, suits, proceedings or investigations (whether or not purportedly on behalf of Company) pending or threatening against or affecting the Sanitary Sewer Utilities.

5.6 **Compliance with Laws**. To the best of its knowledge the Condominium Association has operated the Sanitary Sewer Utilities in compliance with applicable laws, regulations and orders.

5.7 **Changes in Suppliers of Service**. Condominium Association is not aware of any facts which indicate that any of the persons or entities now providing service to the Condominium Association for the Utilities, intends to cease being a supplier (or intends to not continue as customer with City after the Closing).

5.8 **Conduct of Utility Business**. Until the Closing Date, with respect to the above described Sanitary Sewer Utilities, the Condominium Association has not and will not have incurred any Liabilities or Obligations (absolutely or contingent), except for Liabilities and Obligations disclosed herein or in the Exhibits annexed hereto, and except for such Liabilities and Obligations as have arisen in the ordinary course of business of Condominium Association with respect to the above described Sanitary Sewer Utilities, none of which newly arisen Liability and Obligations have a material adverse effect upon the Utilities, or the Company's ability to provide such required services to the Sanitary Sewer Utilities.

5.9 **Disclosure**. To the best of its knowledge, no representation or warranty made by the Condominium Association in any agreements, certificates or documents delivered in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make such representation or warranty not misleading.

5.10 **Action by Company**. Condominium Association will not take or permit to be taken any action or do or permit to be done anything in the conduct of the business of the above described Sanitary Sewer Utilities, which would be contrary to or in breach of any of the terms, conditions or provisions of this Agreement, or which would cause any of the representations and warranties of Condominium Association to be untrue as of the Closing Date or anytime thereafter.

5.11 **Post-Closing Obligations**. As outlined in Paragraph 3.l(t), the Condominium Association at Closing will be transferring to the City the sum of $_____. To the extent during the first five years following the date of Closing of this Agreement, the cost of needed repairs and improvements to the above described Sanitary Sewer Utilities exceed the amount of the funds transferred to the City, beginning on the date of the Closing and for a period of five (5) years, Condominium Association agrees to pay the City for the costs of repairs that exceed the amount transferred to the City for such repairs.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE CITY

City represents and warrants to the Condominium Association that the following statements are true and correct as of the date of this Agreement and will be true and correct on the Closing Date as if made on said date:

6.1 **Organization and Standing**. City is a municipal corporation duly organized, existing and in good standing under the laws of the State of Minnesota.

6.2 **No Conflict**. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (a) result in a breach of any of the terms or conditions of, or constitute a default under, any note, bond, indenture, agreement, license or other instrument or obligation to which the City is a party or by which it or any of its properties or assets may be bound or affected, or (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body, or (c) conflict with or result in the breach of the terms, conditions or provisions of State law or its Ordinances.

6.3 **Authority**. City has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and all corporate and other proceedings required to be taken by City in connection with this Agreement and the transaction contemplated hereby and necessary to make the same effective have been duly and validly taken. This Agreement constitutes a valid and binding obligation of the City and is enforceable in accordance with its term.

ARTICLE VII
CONDITIONS PRECEDENT OF CITY

The obligations of City hereunder are subject to the conditions that, on or before the Closing Date:

7.1 **Joint Powers Agreements**. The City must have obtained from the City of Shoreview any assignments or consents acknowledging and accepting the transfer of the Sanitary Sewer Utilities from the Condominium Association.

7.2 **Licenses**. Licenses, easements or lawful rights of entry in a form and content satisfactory to the City Attorney, from the holder of street or right of way easements sufficient to allow the City of enter in or upon any real estate or easement in which the Sanitary Sewer Utilities are located for the purpose of City monitoring, operating, maintaining, improving or replacing the Sanitary Sewer Utilities.

7.3 **Assignments**. Satisfactory to the City from the Condominium Association of any contract with any person or entity proving service to the Condominium Association for the Utilities, and described as "Acquired Contacts" on Exhibit B.

7.4 **Good Repair**. Certification by the City Engineer that the Sanitary Sewer Utilities are and will be in good repair at Closing, or if repairs have not been made by closing, a deposit in the amount of the cost of repairs has been made with the City pursuant to Section 3.1(g).

7.5 **Written Approvals from Company.** Any written approvals from the Company deemed necessary by the City Attorney to effectuate the transfer of the Sanitary Sewer Utilities to the City.

ARTICLE VIII
MODIFICATION

8.1 This Agreement contains the entire agreement between the parties hereto with

respect to the transactions contemplated herein and shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

ARTICLE IX
EXPENSES

9.1 Whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall pay its own expenses incurred in connection with the authorization, preparation, execution or performance of this Agreement and all transactions contemplated hereby, including without limitation all fees and expenses of agents, representatives, counsel and accountants.

ARTICLE X
ASSIGNMENT

10.1 This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

ARTICLE XI
MINNESOTA LAW TO GOVERN

11.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

ARTICLE XII
COUNTERPARTS

12.1 This Agreement maybe executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XIII
HEADINGS

13.1 The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions thereof Reference to number "articles," "sections," "paragraphs," and "subparagraphs" and to lettered "Exhibits" refer to articles, sections, paragraphs and subparagraphs of this Agreement and Exhibits annexed thereto.

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DRAFT

Oct 2000

SEWER CONNECTION AGREEMENT

THIS AGREEMENT is made by and between **Charley Lake Condominium Association, Inc.**, a Minnesota non-profit corporation ("CLCA"), and **North Oaks Company, LLC**, a Minnesota limited liability company ("NOC").

CLCA is the home owners' association for townhouses located in the northwest corner of the City of North Oaks, Minnesota. NOC is the owner and developer of an adjacent parcel of land known as Wildflower Place Subdivision. (the "NOC Property"). NOC intends to develop the NOC Property as 27 lots for single-family home development.

CLCA has developed a sanitary sewer system within the CLCA development, and NOC desires to connect the lots in the NOC Property to the CLCA sanitary sewer system. CLCA desires to grant to NOC the right to connect to the CLCA sewer system, subject to the following covenants and restrictions.

NOW, THEREFORE, in consideration of the covenants contained below, and other good and valuable consideration, the receipt of which is hereby acknowledged, CLCA and NOC hereby agree as follows.

1. CLCA agrees to allow NOC to connect the NOC Property sewer system to the CLCA sewer connecting manhole on north side of Wildflower Way.

2. NOC or its contractors will perform all of the work necessary in connection with the construction of the NOC Property sewer system, including all connections and work of any kind associated with the construction of the NOC sewer system and the connection to the CLCA connecting manhole at NOC's expense. NOC will restore any damage done to CLCA property. NOC shall pay for the cost of improvements to the lift station to accommodate the NOC Property use. The improvements shall be completed on or before the first home in the development is occupied.

3. NOC shall prepare all plans for the NOC Property sewer system and the connection to the CLCA connecting manhole. Such plans shall be approved by the City of North Oaks City Engineer. After approval, NOC shall submit the plans to CLCA for review and approval, which shall not be unreasonably withheld. CLCA shall approve or reject the plans or submit them to NOC for correction within fifteen (15) days of receipt of the plans.

4. NOC shall provide at least three (3) days' prior written notice to CLCA before any proposed interruption in sewer service because of construction or connection to the CLCA connecting manhole.

5. NOC will pay to CLCA $2,000 per lot (per single family home) for connection to the CLCA connecting manhole. Payment shall be made at any time prior to the hook-up by each individual household to the sewer system from the NOC Property.

6. NOC hereby agrees to indemnify, defend, and hold CLCA harmless from any and all costs, losses, expenses, damage, or injuries relating to the connection of the NOC Property sewer system to the connecting manhole. This indemnity shall have a duration of five (5) years from the date of connection of the NOC sewer system to the CLCA lift station.

7. NOC shall be solely responsible for maintaining the sanitary sewer in the Wildflower Place Subdivision until such time, if ever, that the right title and interest to such sanitary sewer facility is transferred, at which time NOC is fully released from all liability relating to the sewer system. With respect to user fees that may be imposed by the Metropolitan Council Environmental Services, the City shall pay such fees and, during the time that NOC owns the sanitary sewer facility, shall bill NOC for such fees, and NOC shall charge the users of the sanitary sewer facility and such other charges that may be appropriate such as operation, maintenance, and any costs, fees, or taxes imposed by any other governmental body or agency. The obligation to pay a user fee shall be included in the deed of conveyance for each lot within this subdivision and a provision requiring that the members of the Wildflower Place Subdivision exclusively utilize the sanitary sewer service provided by NOC. CLCA shall bill NOC or its assigns for NOC's share of the costs of operating and maintaining the connecting manhole and joint lift station and any maintenance on the line from the connecting manhole to the connection with the Metropolitan Council line in Hodgson Road. NOC's share of these maintenance costs shall be prorata based on the number of households connected to the system in the NOC Property and CLCA households.

8. NOC shall notify CLCA in the event that any repairs to the sewer system are necessary that are on CLCA's property. Such work must be approved by the association before commencing any work.

9. In the event that any of the provisions of this Agreement are held or deemed to be inoperable or unenforceable, it shall be adjusted and reformed rather than voided in order to achieve the intent of the parties. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable.

10. This Agreement is not intended to create a joint venture nor a partnership between CLCA and NOC.

11. This Agreement shall be construed in accordance with the terms of Minnesota law.

12. This Agreement shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, this Agreement is executed October 16, 2000.

CHARLEY LAKE CONDOMINIUM ASSOCIATION, INC.

By: Clyde Renstad
Its Pres.

NORTH OAKS COMPANY, LLC

By North Oaks Company
Its President

UTILITY TRANSFER AGREEMENT

AGREEMENT, (hereinafter, together with the Exhibits annexed hereto the "Agreement") made and entered into as the 9th day of DECEMBER 2016, by and among North Oaks Company, LLC, a Minnesota Limited Liability Company ("Company"), and the City of North Oaks, Ramsey County, Minnesota, a Minnesota Municipal Corporation ("City").

WITNESSETH:

WHEREAS, the Company owns and operates the Sanitary Sewer and Water Systems described hereinafter at various locations through the City ("the Utilities") which it installed at its cost as part of its project development activities in the City in accordance with the final Plans and Specifications and Requirements with the oversight and approvals from the City and its City Engineer. As a particular Utility System was constructed and installed, the Company provided the City with a full set of as built copies of the plans and specifications, including a summary of the easements which would be recorded to allow the construction, operation and maintenance of the Utilities;

WHEREAS, under the terms of the Development Contracts between the City and Company, the Company assumed sole responsibility for maintaining the Utilities and requested the City to enter into joint power agreements with other governmental entities to provide for maintenance of the Utilities and charge back to the Company the cost of any fees and expense the City incurred to provide such services. The terms of each of the Development Contracts between the City and Company provide that should the City desire to acquire all rights, title and interest in and to the Utilities, the City, after giving proper notice had right to acquire all rights, title and interest in a Utility System by the payment of One Dollar ($1.00) for each by the City;

WHEREAS, the City provided the Company written notice in accordance with the provisions of certain Development Contracts of its desire to acquire all right, title and interest in certain Utilities developed, owned and operated by the Company for the benefit of residents of the City as defined hereinafter; and

WHEREAS, the City and Company agree that the future ownership, management and customer relationship of the Utilities is Company is better as a municipal function than a private business activity.

NOW, THEREFORE, the Company and the City, agree as follows:

ARTICLE I
CLOSING

1.1 Closing. On the Closing Date, as defined in this Agreement, Company agrees to assign transfer and convey to the City and the City agrees to accept a transfer of the all rights, title and interests in the Utilities hereinafter defined. The Closing will not take place until all conditions precedent of the Company or the City is satisfied in writing.

ARTICLE II
UTILITIES

Neighborhood	System	Description
Lake Estates	San Sewer	Ex. B
Village Center	San Sewer and Water System	Ex. C
West Pleasant Lake	San Sewer	Ex. D
Capaul Woods	San Sewer	Ex. E
Southpointe	San Sewer	Ex. F
South Wildflower	San Sewer	Ex. G
Wildflower Place	San Sewer	Ex. H

ARTICLE III
DELIVERIES BY COMPANY

3.1 Deliveries of Company. On the Closing Date, subject to the terms and conditions set forth in this Agreement, unless previously provided to the City or the City Engineer, the Company shall make the following deliveries:

(a) Bill of Sale, Assignments, Certificates of Title, Easements, and other instruments of conveyance reasonably requested by the City.

(b) Any "as built" drawings or plans, including any mylar original and electronic drawings showing the installation of utilities and the location of service laterals, and the locations and ties to all Sanitary Sewer and manholes, and the location of valves and other apparatuses.

(c) An affidavit, certifying that to the best of Company's knowledge there are no judgments, bankruptcies, tax liens, mechanic's liens, parties in possession, unrecorded interests, encroachments or boundary line questions or related matters affecting the real estate, properly executed on behalf of Company.

(d) An assignment of any express or implied warranty held by the Company related to any part of the Utilities or provided by persons or entities who installed utilities under contract with the Company.

(e) Assignment of utility access easement rights necessary or appropriate to allow City access to real estate in which the Utilities are located.

(f) Transfer by check or wire transfer the balance of the reserve fund maintained by the Company from fees collected from utility system users for the above defined Utilities in the ordinary course of business to fund future repairs and improvements to the Utilities in the appropriate amount of $150,000.00. Such amount will include a payment, estimated to be in the amount of $24,000.00, by the Company of any remaining sewer connection fees payable to the Company as of the date of Closing of this Agreement from The Pemtom Land Company (Pemtom) or Gonyea Homes Inc. (Gonyea) under a Sewer Connection Agreement dated July 2, 2014 between the Company and Pemtom for the right by Pemtom to connect 12 residential units to the Company's sewer utilities. Any amounts actually collected by the Company from Pemtom or Gonyea following the Closing of this Agreement will remain the property of the Company.

3.2 Deliveries of City. On the Closing Date, subject to the terms and conditions set forth in this Agreement, City shall make the following deliveries:

(a) All items or documents necessary or appropriate.

ARTICLE IV
INVESTIGATION

4.1 From and after the date hereof and through the Closing Date, Company must afford to the officers and representatives of the City reasonable access to the properties and records of Company related to the Utilities in order that City has full opportunity to make an investigation at reasonable times of the Utilities. Company must provide City reasonable assistance in the conduct of the investigation. The City agrees to promptly notify the Company of any evidence of poor repair or noncompliance with governmental requirements.

42 As soon as practicable after the signing of this Agreement, unless the requested report, tape recording or televised inspection reports were previously provided to the City or the City Engineer, the Company must compile and deliver to the City existing inspection reports regarding the Utilities, including written or digital reports, tape recordings or recordings of televised inspection of any Utility.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents to City that to the best of its knowledge the following statements are true and correct as of the date of this Agreement and will be true and correct on the Closing Date.

5.1 Company. The Company is a Limited Liability Company organized and existing and in good standing under the laws of the state of Minnesota and is entitled to carry on its

business as and in the places where the business is now conducted. Company has full power and authority to convey, assign, transfer and deliver the Utilities herein provided, and all corporate and other proceedings necessary to be taken by Company in connection with the transaction provided for by this Agreement.

5.2 Good Repair. The Company represents that to the best of its knowledge the Utilities have been maintained in accordance with the terms of the Joint Powers Agreements between the City of North Oaks and the City of Shoreview and White Bear Township and are in good repair and in compliance with all governmental requirements. To the extent that a utility is not in good repair or in compliance with any governmental requirements, as outlined in White Bear Township inspection records, the Company will either bring the Utilities into good repair or compliance before the time of Closing or at closing, to the extent the amount determined by the City and the Company to fund such repair or compliance is in excess of the reserve fund amount being transferred at Closing, as outlined at Section 3.1(f), such excess will be deemed a Post- Closing Obligation under Section 5.11 of this Agreement.

5.3 Title. Company represents that to the best of its knowledge it has good and marketable title to the Utilities, free and clear of any mortgages, liens, security interests, pledges, easements, except for those easements under which the Utilities as located, or encumbrances of any kind or nature whatsoever. At the Closing, Company will convey good and marketable title to the Utilities free and clear of any and all mortgages, liens, security interests, pledges, easements except for any easements under which the Utilities are located.

5.4 Liabilities. Except as and to the extent reflected or reserved or otherwise disclosed herein, the Company represents that to the best of its knowledge it has, as of the date, no other Liabilities and Obligations with respect to the Utilities.

5.5 Litigation. To the best of its knowledge the Company represents that it is not aware of any claims, actions, suits, proceedings or investigations (whether or not purportedly on behalf of Company) pending or threatening against or affecting the Utilities.

5.6 Compliance with Laws. To the best of its knowledge the Company has operated the Utilities in compliance with applicable laws, regulations and orders.

5.7 Changes in Suppliers of Service. Company is not aware of any facts which indicate that any of the persons or entities now providing service to the Company for the Utilities, intends to cease being a supplier (or intends to not continue as customer with City after the Closing).

5.8 Conduct of Utility Business. Until the Closing Date, with respect to the above described Utilities, the Company has not and will not have incurred any Liabilities or Obligations (absolutely or contingent), except for Liabilities and Obligations disclosed herein or in the Exhibits annexed hereto, and except for such Liabilities and Obligations as have arisen in the ordinary course of business of Company with respect to the above described Utilities, none of which newly arisen Liability and Obligations have a material adverse effect upon the Utilities, or the Company's ability to provide such required services to the Utilities.

5.9 Disclosure. To the best of its knowledge, no representation or warranty made by the Company in any agreements, certificates or documents delivered in connection with this

Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make such representation or warranty not misleading.

5.10 Action by Company. Company will not take or permit to be taken any action or do or permit to be done anything in the conduct of the business of the above described Utilities, which would be contrary to or in breach of any of the terms, conditions or provisions of this Agreement, or which would cause any of the representations and warranties of Company to be untrue as of the Closing Date or any time thereafter.

5.11 Post-Closing Obligations. As outlined in Paragraph 3.1(t), the Company at Closing will be transferring to the City the cumulative remaining balance of the reserve funds it has collected from the Users of the above described Utilities to cover the cost of future repairs and improvements to the Utilities. To the extent during the first five years following the date of Closing of this Agreement, the cost of needed repairs and improvements to the above described Utilities exceed the combined amount of the reserve fund initially transferred by the Company and the amount the City has collected from the Utility Users following the previously reserve fund billing practices of the Company, beginning on the date of the Closing and for the first year thereafter the Company will loan to the City 100% of the excess cost of any necessary repairs to the Utilities; for the second year thereafter the Company will loan 80% and the City 20% of the excess cost any necessary repairs; for the third year thereafter the Company will loan 60% and the City 40% of the excess cost any necessary repairs; for the fourth year thereafter the Company will loan 20% and the City 80% of the excess cost any necessary repairs; for the fifth year and thereafter the City will be responsible for all the of the cost any necessary repairs. Any advancement of funds required by the Company under the terms of this Paragraph 5.11 shall be in the form of interest free loans to the Utility reserve fund to be repaid within five years of the date of any loan from amounts collected from the Users of the Utilities in subsequent Utilities billings made by the City or its agents. If requested by the City, the Company during the first five years following the date of Closing of this Agreement will assist the City in resolving matters related to the operation or maintenance of the Company utility systems.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE CITY

City represents and warrants to the Company that the following statements are true and correct as of the date of this Agreement and will be true and correct on the Closing Date as if made on said date:

6.1 Organization and Standing. City is a municipal corporation duly organized, existing and in good standing under the laws of the State of Minnesota.

6.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (a) result in a breach of any of the terms or conditions of, or constitute a default under, any note, bond, indenture, agreement, license or other instrument or obligation to which the City is a party or by which it or any of its properties or assets may be bound or affected, or (b) violate any order, writ, injunction or decree of any

court, administrative agency or governmental body, or (c) conflict with or result in the breach of the terms, conditions or provisions of State law or its Ordinances.

6.3 Authority. City has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and all corporate and other proceedings required to be taken by City in connection with this Agreement and the transaction contemplated hereby and necessary to make the same effective have been duly and validly taken. This Agreement constitutes a valid and binding obligation of the City and is enforceable in accordance with its term.

ARTICLE VII
CONDITIONS PRECEDENT OF CITY

The obligations of City hereunder are subject to the conditions that, on or before the Closing Date:

7.1 Joint Powers Agreements. The City must have obtained from the Town of White Bear and the City of Shoreview any assignments or consents acknowledging and accepting the transfer of the Company's interest in the Utilities and an affirmation that each Joint Powers Agreement remains in full for andeffect.

72 Licenses. Licenses, easements or lawful rights of entry in a form and content satisfactory to the City Attorney, from the holder of street or right of way easements sufficient to allow the City of enter in or upon any real estate or easement in which utilities are located for the purpose of City monitoring, operating, maintaining, improving or replacing theUtilities.

73 Assignments. Satisfactory to the City from the Company of any contract with any person or entity proving service to the Company for the Utilities, and described as "Acquired Contacts" on Exhibit A.

7.4 Good Repair. Certification by the City Engineer that the Utilities are and will be in good repair at Closing, or if repairs have not been made by closing, a deposit in the amount of the cost of repairs has been made with the City pursuant to Section 3.1(g).

ARTICLE VIII
MODIFICATION

8.1 This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and shall not be modified or amended exceptby an instrument in writing signed by or on behalf of the parties hereto.

ARTICLE IX
EXPENSES

9.1 Whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall pay its own expenses incurred in connection with the authorization, preparation, execution or performance of this Agreement and all transactions contemplated hereby, including without limitation all fees and expenses of agents, representatives, counsel and accountants.

ARTICLE X
ASSIGNMENT

10.1 This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

ARTICLE XI
MINNESOTA LAW TO GOVERN

11.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

ARTICLE XII
COUNTERPARTS

12.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XIII
HEADINGS

13.1 The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions thereof. Reference to number "articles," "sections," "paragraphs," and "subparagraphs" and to lettered "Exhibits" refer to articles, sections, paragraphs and subparagraphs of this Agreement and Exhibits annexed thereto.

Signature Page Following -

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

NORTH OAKS COMPANY,
a Limited Liability Company

By: PRESIDENT
Its MARK HOUGE

CITY OF NORTH OAKS,
Ramsey County, Minnesota, a Minnesota Municipal Corporation

By: Michael R. Egelston
Its Mayor

LIST OF EXHIBITS

Acquired Contacts		Ex. A
Lake Estates	San Sewer	Ex. B
Village Center	San Sewer and Water System	Ex. C
West Pleasant Lake	San Sewer	Ex. D
Capaul Woods	San Sewer	Ex. E
Southpointe	San Sewer	Ex. F
South Wildflower	San Sewer	Ex. G
Wildflower Place	San Sewer	Ex. H

EXHIBIT A

Acquired Contacts

EXHIBIT B

Lake Estates

In 1989, the Lake Estates single-family development project proposed and ultimately constructed both a sanitary sewer collection system and a water distribution system. The sanitary sewer system includes a lift station which pumps all sewage directly to the MCES interceptor line on Hodgson Road. The water system has been abandoned in place after attempts to negotiate a feasible agreement for service from Shoreview failed. In 2014, at the request of the City of North Oaks, North Oaks Company and The Pemtom Land Company (Pemtom) entered into an agreement allowing Pemtom to connect the sewer system for its Red Pine Farm development to the Lake Estates sanitary sewer collection system.

The system is owned and administrated by North Oaks Company (NOC) and maintained under a Joint Powers Agreement between the City of North Oaks (City) and White Bear Township (WBT). The City forwards the quarterly MCES fees and any charges under the Joint Powers Agreement to the NOC for processing.

Certification by the City Engineer that the Utilities are in good repair.

Dated: 1/10/17

Mike Kuno

Mike Kuno
Sambatek

Certification by the City Attorney that the City had adequate lawful access to the Utilities for monitoring, maintaining, repairing, replacement and improvement of the Utilities.

Dated: December 8, 2016

David T. Magnuson
City Attorney for the City of North Oaks

EXHIBIT C

Village Center

When the Village Center was developed in 1990, it was decided to include a local trunk sanitary sewer line as a part of the sanitary sewer collection system. The trunk line is 12" in diameter and has the capacity to serve the equivalent of approximately 1000 homes. The line begins at the MCES interceptor line in T.H. 96 and extends to the east side of the Village Center. Standard 8" collection lines follow the south side of Village Center Drive and serve all the Buildings.

The water distribution system consists of 8" lines and connects to the Shoreview water system. A joint-powers agreement was for this connection and the system therefore has fire-fighting capabilities.

These two systems are owned and administrated by North Oaks Company (NOC) and maintained under a Joint Powers Agreements between the City of North Oaks (City), City of Shoreview and White Bear Township. The City forwards the quarterly MCES fees, all fees from Shoreview and any charges under the Joint Powers Agreement to the NOC for processing.

Certification by the City Engineer that the Utilities are in good repair.

Dated: 1/10/17

Mike Kuno

Mike Kuno
Sambatek

Certification by the City Attorney that the City had adequate lawful access to the Utilities for monitoring, maintaining, repairing, replacement and improvement of the Utilities.

Dated: December 8th, 2016

David T. Magnuson
City Attorney for the City of North Oaks

EXHIBIT D

West Pleasant Lake

In 1992, the first central sanitary sewer collection system was proposed for a standard RSL density development. It was to serve 31 parcels along West Pleasant Lake Road. It was approved and includes 8" gravity lines, two lift stations and a force main which discharges into the MCES interceptor in Hodgson Road.

The system is owned and administrated by North Oaks Company (NOC) and maintained under a Joint Powers Agreement between the City of North Oaks (City) and White Bear Township (WBT). The City forwards the quarterly MCES fees and any charges under the Joint Powers Agreement to the NOC for processing.

Certification by the City Engineer that the Utilities are in good repair.

Dated: 1/10/17

Mike Kuno

Mike Kuno
Sambatek

Certification by the City Attorney that the City had adequate lawful access to the Utilities for monitoring, maintaining, repairing, replacement and improvement of the Utilities.

Dated: Dec 8, 2016

David T. Magnuson
City Attorney for the City of North Oaks

EXHIBIT E

Capaul Woods

In 1995, a low-pressure sanitary sewer collection system was extended from the West Pleasant Lake sewer system down to the home sites on Capaul Woods Court. In this system, each home has a private lift station which discharges into a central force main. The force main then discharges into the West Pleasant Lift Station.

The system is owned and administrated by North Oaks Company (NOC) and maintained under a Joint Powers Agreement between the City of North Oaks (City) and White Bear Township (WBT). The City forwards the quarterly MCES fees and any charges under the Joint Powers Agreement to the NOC for processing.

Certification by the City Engineer that the Utilities are in good repair.

Dated: 1/10/17

Mike Kuno

Mike Kuno
Sambatek

Certification by the City Attorney that the City had adequate lawful access to the Utilities for monitoring, maintaining, repairing, replacement and improvement of the Utilities.

Dated: December 8th, 2016

David T. Magnuson
City Attorney for the City of North Oaks

EXHIBIT F

Southpointe

This system installed in 1995 serves 8 single-family home sites. It is a gravity system that extends the 12" trunk sewer from the east side of Village Center to the east side of the recreation area and then runs an 8" line to the parcels.

The system is owned and administrated by North Oaks Company (NOC) and maintained under a Joint Powers Agreement between the City of North Oaks (City) and White Bear Township (WBT). The City forwards the quarterly MCES fees and any charges under the Joint Powers Agreement to the NOC for processing.

Certification by the City Engineer that the Utilities are in good repair.

Dated: 1/10/17

Mike Kuno

Mike Kuno
Sambatek

Certification by the City Attorney that the City had adequate lawful access to the Utilities for monitoring, maintaining, repairing, replacement and improvement of the Utilities.

Dated: December 8th, 2016

David T. Magnuson
City Attorney for the City of North Oaks

EXHIBIT G

South Wildflower

Installed in 1995, this gravity sewer system is connected to the Lake Estates lift station. It serves 17 single-family home sites. The system is owned and administrated by North Oaks Company (NOC) and maintained under a Joint Powers Agreement between the City of North Oaks (City) and White Bear Township (WBT). The City forwards the quarterly MCES fees and any charges under the Joint Powers Agreement to the NOC for processing.

Certification by the City Engineer that the Utilities are in good repair.

Dated: 1/10/17

Mike Kuno

Mike Kuno
Sambatek

Certification by the City Attorney that the City had adequate lawful access to the Utilities for monitoring, maintaining, repairing, replacement and improvement of the Utilities.

Dated: December 8, 2016

David T. Magnuson
City Attorney for the City of North Oaks

EXHIBIT H

Wildflower Place

The Wildflower Place system was constructed in 2000 to serve 27 single-family home sites. In about 2004, North Oaks Company LLC (NOC) and Creekside of North Oaks LLC (Creekside) entered into an agreement allowing Creekside to connect the sewer system for its Creekside development to the Wildflower Place sanitary sewer collection system. It includes one lift station that discharges into the Charley Lake Estates lift station. The system is owned and administrated by NOC and maintained under a Joint Powers Agreement between the City of North Oaks (City) and White Bear Township (WBT). The City forwards the quarterly MCES fees and any charges under the Joint Powers Agreement to the NOC for processing.

Certification by the City Engineer that the Utilities are in good repair.

Dated: 1/10/17

Mike Kuno
Sambatek

Certification by the City Attorney that the City had adequate lawful access to the Utilities for monitoring, maintaining, repairing, replacement and improvement of the Utilities.

Dated: December 8th, 2016

David T. Magnuson
City Attorney for the City of North Oaks

April Month in Review

April 2026

Rehder Forestry Consulting

- Helped organize the annual Seedling Giveaway program. We have over 1400 seedlings to find new homes. Multiple events will be scheduled to make sure all seedlings are planted.
- Met with NOHOA staff to discuss the continued marking of trees of concern and EAB trees along trails. Provided maps and spreadsheets to the Association for use in removing EAB trees.
- Met with City staff and others to discuss potential changes to Operation Clearview.
- All diseased oak trees from 2025 have been removed. This limits the potential overland spread of oak wilt.
- Approved tree care vendors to be added the arborist list.
- Provided homeowner advice to residents with tree questions at 8 Ironwood, 3 Gadwell Ln, 15 Kestrel, and 23 Hill Farm Cir.