



CITY OF NORTH OAKS

Regular City Council Meeting City Council Meeting
Thursday, November 13, 2025

**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: 870 6413 2552 or by joining the meeting via the following link: <https://us02web.zoom.us/j/87064132552>.*

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. Licenses for Approval:

Arborist: NTG Tree Care LLC; Pioneer Tree Services

Mechanical: Logan Companies; Liberty Comfort Systems; Quality Heating & Air Conditioning;

6b. Approval of Gambling Permit for the Tony Patz Memorial Scholarship Event- 1/24/2026

[LG220 Application for Exempt Permit - Minnesota Gambling Control Board- Tony Patz Memorial Scholarship.pdf](#)

6c. Approval of Resolution Requesting 2026 Score Grant Funds - Resolution 1582

[Resolution 1582 Requesting Score Grant Funds.pdf](#)

6d. Approval of Resolution 1583 for 2026 Liquor Licenses

[2026 Liquor License Resolution](#)

- 6e. Approval of City Financials
 - [November 2025 Budget Actuals.pdf](#)
 - [November 2025 Budget Graphs.pdf](#)
- 6f. Approval of City Council meeting minutes of 10.9.2025 and 10.27.25 / 10.29.2025.
 - [10.9.2025 Council minutes Draft.pdf](#)
 - [10.27.2025 and 10.29.2025 Council minutes Draft.pdf](#)
- 7. **Petitions, Requests & Communications** - *Deputy Craig Lydon Report*
- 8. **Unfinished Business**
 - 8a. Review and possible action on Joint Powers Agreements with White Bear Township and Lino Lakes
 - [Memo re JPAs 11.10.2025.docx](#)
 - [North Oaks NOC Agreement Discussion Points.pdf](#)
 - [Clean JOINT POWERS AGREEMENT Dated 11.04.2025.pdf](#)
 - [Lino Lakes North Oaks WBT JPA - 11.06.2025 V4 CLEAN \(1\).pdf](#)
 - 8b. Discussion and update on Pleasant Lake Water Management Plan proposal
 - [Memo - Beach Task Force Update - Outside Consultant update 11.10.25.pdf](#)
 - [Pleasant Lake Mgmt Plan Proposal FINAL.pdf](#)
- 9. **New Business**
 - 9a. Consideration and possible action on engagement of outside counsel to assist with Comprehensive Plan system state matters
 - [Memo re Comprehensive Plan matters 11.10.2025.pdf](#)
- 10. **Council Member Reports**
- 11. **City Administrator Reports** - *Joint Powers Agreements update, Railroad crossing, Agreement with North Oaks Company*
- 12. **City Attorney Reports**
- 13. **Miscellaneous**
 - 13a. City Forester Report
 - [October in Review.pdf](#)
- 14. **Adjournment** - *The next meeting of the City Council is Thursday, December 11th, 2025.*

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Tony Patz Memorial Scholarship
Previous Gambling Permit Number: X-
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any: 41-1650490
Mailing Address: 54 E Oaks Road
City: North Oaks State: MN Zip: 55127 County: Ramsey
Name of Chief Executive Officer (CEO): Jessica Bailey
CEO Daytime Phone: 651-444-1223 CEO Email: jbailey@northoaksgolfclub.com
Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[] Fraternal [] Religious [] Veterans [X] Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
[X] A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
[] IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
[] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): North Oaks Golf Club, Inc.
Physical Address (do not use P.O. box): 54 East Oaks Rd North Oaks, MN 55127
Check one:
[X] City: North Oaks Zip: 55127 County: Ramsey
[] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): 01/24/2026

Check each type of gambling activity that your organization will conduct:
[] Bingo [] Paddlewheels [X] Pull-Tabs [] Tipboards [] Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licensees tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Jessica L Bailey Date: 10/21/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Jessica Bailey

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

a copy of your proof of nonprofit status; and

application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Tony Patz Memorial Scholarship
Date Filed: 10/27/1989
File Number: 1E-89
Minnesota Statutes, Chapter: 317A
Home Jurisdiction: Minnesota

This certificate has been issued on: 10/21/2025



Steve Simon

Steve Simon
Secretary of State
State of Minnesota



State of Minnesota)
County of Ramsey) ss
City of North Oaks)

RESOLUTION NUMBER 1582
REQUESTING 2026 SCORE GRANT FUNDS

WHEREAS, the City of North Oaks has in the past applied for and gratefully accepted SCORE grant funds to assist in the City recycling program, and

WHEREAS, the City Council wishes to again request that Ramsey County grant North Oaks a SCORE grant to continue a successful City recycling program.

BE IT RESOLVED that the City of North Oaks hereby requests that Ramsey County award the City of North Oaks a SCORE grant in the amount of \$25,710.00 in the year 2026.

PASSED BY THE COUNCIL of the City of North Oaks this 13th day of November, 2025.

APPROVED:

Krista Wolter, Mayor

ATTEST:

Kevin Kress
City Administrator



**CITY OF NORTH OAKS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 1583

A RESOLUTION AUTHORIZING RENEWAL OF 2026 LIQUOR LICENSES

WHEREAS, the Deputy Clerk of the City of North Oaks, Minnesota, acting on behalf of the City Council as Local Liquor Licensing Authority, reviewed the below establishments for the renewal of the 2026 Liquor Licenses.

Licensee	Wine “On Sale”	Off Sale	On Sale	Sunday	Club “On Sale”	Tobacco
North Oaks Golf Club				X	X	X
North Oaks Hospitality/Tria		X	X	X		
Panino’s North Oaks		X	X	X		
Suishin Restaurant, Inc.			X	X		
Winestreet Spirits		X				X
Walgreens						X

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH OAKS that the renewal of the 2026 liquor licenses will be issued upon compliance with all city/state requirements.

Adopted this 13th day of November, 2025,

Krista Wolter, Mayor

ATTEST:

Stephanie J. Marty

CITY OF NORTH OAKS APPROVED 2025 BUDGET

Updated 11/01/25

APPROVED 2025 EXPENDITURES

ActCode	DEPT Descr	OBJ Descr	2024 Budget	12/31/24	% of Budget	UnderLine	2025 Budget	11/1/2025	% of Budget
101-41100-103	LEGISLATIVE -	WAGES - PART TIME/TEMP	\$12,600.00	\$11,273.48	89.47%	CC/PC wages 675/mayor;	\$12,600.00	\$7,275.00	57.74%
101-41100-311	LEGISLATIVE -	CONFERENCES/SEMINARS	\$800.00	\$719.51	89.94%		\$800.00	\$0.00	0.00%
101-41100-313	LEGISLATIVE -	CONTRACT SERVICES	\$4,500.00	\$0.00	0.00%	Timesavers			
101-41100-350	LEGISLATIVE -	PUBLISHING & ADVERTISING	\$2,200.00	\$2,172.73	98.76%	Legal/P.H	\$2,200.00	\$1,780.68	80.94%
101-41100-433	LEGISLATIVE -	DUES AND SUBSCRIPTIONS	\$19,664.00	\$15,910.86	80.91%	NWYFS/LMC/MCMA	\$20,353.00	\$20,619.96	101.31%
101-41300-101	CITY	WAGES - FULL TIME	217,187.00	\$225,539.84	103.85%	combined wages	318,259.00	\$270,657.94	85.04%
101-41300-103	CITY	WAGES - PART TIME/TEMP	84,284.00	\$76,878.70	91.21%				
101-41300-122	CITY	FICA CONTRIBUTIONS	21,789.00	\$24,160.15	110.88%		24,653.00	\$27,411.67	111.19%
101-41300-127	CITY	DEFERRED COMP							
101-41300-131	CITY	HEALTH, DENTAL, LIFE, LTD INS	56,565.00	\$53,254.69	94.15%	Car/PERA/Health	\$55,623.00	\$47,771.22	85.88%
101-41300-131	CITY	CAR ALLOWANCE	4,000.00	\$3,999.96	100.00%	Car Allowance	\$4,000.00	\$3,666.63	91.67%
101-41300-210	CITY	OPERATING SUPPLIES	\$30,500.00	\$18,710.92	61.35%	Office/IT/Software	\$30,500.00	\$23,153.85	75.91%
101-41300-309	CITY	COMPUTER/INTERNET/GIS	\$63,700.00	\$82,743.25	129.90%	Granicus/Polco/Comcast	\$66,700.00	\$64,506.45	96.71%
101-41300-310	CITY	TRAINING	\$3,000.00	\$1,646.40	54.88%	League/MCMA/MAMA	\$3,000.00	\$8,437.32	281.24%
101-41300-321	CITY	TELEPHONE SERVICES							
101-41300-322	CITY	MAILBOXES	\$5,000.00	\$3,563.21	71.26%	passthrough	\$5,000.00	\$1,717.87	34.36%
101-41300-350	CITY	PUBLISHING & ADVERTISING	\$552.00	\$230.00	41.67%	CUP Filings	\$552.00	\$0.00	0.00%
101-41300-360	CITY	INSURANCE	\$25,000.00	\$23,058.00	92.23%		\$26,000.00	\$21,145.00	81.33%
101-41300-381	CITY	ELECTRIC UTILITIES	\$1,200.00	\$886.83	73.90%		\$1,200.00	\$1,010.77	84.23%
101-41300-410	CITY	RENTALS	\$110,116.00	\$96,744.46	87.86%	Office Rent	\$112,131.00	\$107,871.75	96.20%
101-41300-430	CITY	MISCELLANEOUS EXPENSE	\$2,000.00	\$2,965.00	148.25%	Website/Domain/OPG	\$0.00	\$406.77	
101-41400-300	ELECTIONS	PROFESSIONAL SERVICES	\$20,892.00	\$20,892.00	100.00%	Election Contracts	\$23,619.00	\$22,399.00	94.83%
101-41420-345	CABLE TV	PROFESSIONAL SERVICES	\$40,125.00	\$34,288.74	85.45%		\$36,000.00	\$28,129.29	78.14%
101-41500-301	FINANCE	AUDIT SERVICES	\$20,375.00	\$21,453.00	105.29%	AEM - 3 year contract	\$22,350.00	\$20,878.00	93.41%
101-41600-304	LEGAL	LEGAL FEES - GENERAL	\$50,000.00	\$56,349.71	112.70%	Kennedy & Graven	\$50,000.00	\$62,849.10	125.70%
101-41600-306	LEGAL	LEGAL - LAWSUIT		\$12,517.40					
101-41600-315	LEGAL	LEGAL FEES - PROSECUTION	\$13,104.00	\$13,135.89	100.24%	Kelly & Lemmons	\$13,104.00	\$8,482.44	64.73%
101-41900-302	ENGINEERING	IMPROVEMENT PROJECTS	\$0.00	\$134,164.77		I35/CTY RD J	\$100,000.00	\$17,180.55	
101-41900-303	ENGINEERING	ENGINEERING SERVICES	\$75,000.00	\$25,351.09	33.80%	HR Green	\$75,000.00	\$42,274.35	56.37%
101-41900-305	ENGINEERING	ESCROW/PROJECT PAYABLE	\$15,000.00	\$57,947.35	386.32%	HR Green	\$15,000.00	\$30,730.05	204.87%
101-41910-300	PLANNING	PROFESSIONAL SERVICES	\$30,000.00	\$24,219.50	80.73%	Planning Fees	\$80,000.00	\$31,893.25	39.87%
101-42100-313	POLICE	CONTRACT SERVICES	\$1,008,955.00	\$1,058,369.15	104.90%	Police Contract	\$1,107,195.00	\$854,038.81	77.14%
101-42110-313	SECURITY	CONTRACT SERVICES	\$47,100.00	\$44,945.00		Security - RAVE/LPR	\$47,100.00	\$2,070.00	4.39%
101-42200-313	FIRE	CONTRACT SERVICES	\$540,000.00	\$488,739.00	90.51%	LJFD	\$540,000.00	\$527,193.00	97.63%
101-42300-300	EMERGENCY	PROFESSIONAL SERVICES	\$1,000.00	\$927.25	92.73%	Gopher State	\$1,000.00	\$1,660.95	166.10%
101-42300-313	EMERGENCY	CONTRACT SERVICES							

APPROVED 2025 EXPENDITURES (CONTINUED)

101-42400-300	BUILDING	PROFESSIONAL SERVICES	\$500.00	\$255.00	51.00%	Other Inspections	\$500.00	\$260.00	52.00%
101-42400-313	BUILDING	CONTRACT SERVICES	\$300,000.00	\$370,734.07	123.58%		\$300,000.00	\$251,033.18	83.68%
101-42400-451	BUILDING	BUILDING PERMIT SURCHARGE	\$30,000.00	\$18,966.07	63.22%		\$30,000.00	\$10,757.37	35.86%
101-43100-381	STREETS	ELECTRIC UTILITIES	\$3,000.00	\$2,185.35	72.85%		\$3,000.00	\$2,278.49	75.95%
101-43100-408	STREETS	STREETS/SIDEWALK/CURB	\$5,500.00	\$6,890.00	125.27%	Mel's Service	\$80,500.00	\$7,997.20	9.93%
101-43200-384	RECYCLING	RECYCLING	\$356,060.00	\$343,450.86	96.46%		\$361,380.00	\$307,651.05	85.13%
101-43200-384	RECYCLING	RECYCLING (Clean Up Day)	\$6,000.00	\$5,591.80	93.20%	Clean Up/Recycle Day	\$6,000.00	\$5,861.25	97.69%
101-45100-470	RECREATION-	COMMUNITY FUNCTIONS		\$1,788.57				\$0.00	
101-46100-316	NATURAL	TREE PRESERVATION	\$45,000.00	\$56,151.01	124.78%	City Forester	\$45,000.00	\$54,017.31	120.04%
101-46100-317	NATURAL	DEER MANAGEMENT	\$15,000.00	\$5,916.74	39.44%	Depends on # of deer	\$75,000.00	\$21,634.90	28.85%
101-46100-318	NATURAL	NATURAL RESOURCES	\$21,000.00	\$9,713.00	46.25%	NRC	\$2,500.00	\$5,070.00	202.80%
101-46100-319	NATURAL	WEED MANAGEMENT				Lake Weed Management			
101-49450-313	SEWER	CONTRACT SERVICES	\$15,000	\$15,025.50	100.17%	Septic Inspector	\$15,000	0	0.00%
101-49550-335	AMERICAN	AMERICAN RESCUE PLAN (ARPA)							
101-49990-720	UNALLOCATED	TRANSFER OUT	\$350,000.00			Fire Capital	\$350,000.00		
101-49990-720	UNALLOCATED	TRANSFER OUT				Police Capital			
101-49990-720	UNALLOCATED	TRANSFER OUT		\$0.00		General Capital			
			\$3,673,268.00	\$3,474,425.81	94.59%		\$4,062,819.00	\$2,923,772.42	71.96%

APPROVED 2025 REVENUES

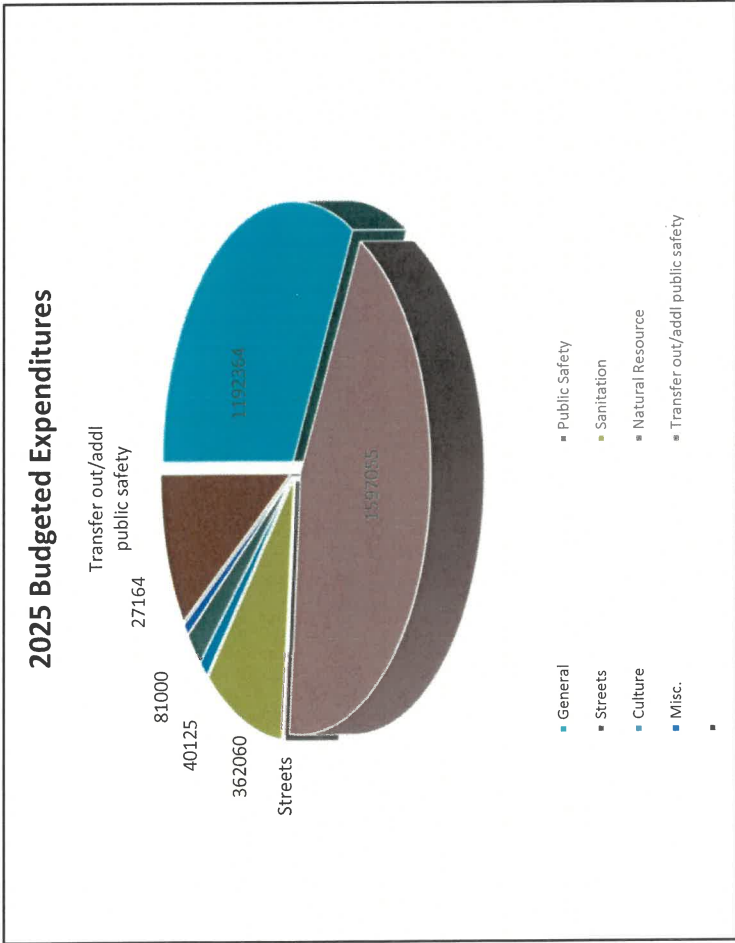
ActCode	DEPT Descr	OBJ Descr	2024 Budget	12/31/24	% of Budget	UnderLine	2025 Budget	11/1/2025	% of Budget
101-31010	COUNCIL	GENERAL PROPERTY TAXES	\$2,476,679.00	\$2,454,329.03	99.10%		\$2,794,583.00	\$1,461,324.19	52.29%
101-31810	COUNCIL	CABLE T.V. FEES	\$91,000.00	\$86,754.88	95.34%		\$91,000.00	\$44,661.38	49.08%
101-32110	COUNCIL	ALCOHOLIC BEV LICENSE	\$5,650.00	\$5,650.00	100.00%		\$5,650.00	\$4,350.00	76.99%
101-32111	COUNCIL	TOBACCO LICENSE	\$600.00	\$600.00	100.00%		\$600.00	\$0.00	0.00%
101-32112	COUNCIL	MESSAGE THERAPY LICENSE		\$0.00					
101-32160	COUNCIL	CONTRACTOR LICENSES	\$9,000.00	\$11,420.00	126.89%		\$9,000.00	\$13,065.00	145.17%
101-32210	COUNCIL	BUILDING PERMIT	\$500,000.00	\$517,691.51	103.54%		\$500,000.00	\$364,213.76	72.84%
101-32230	COUNCIL	HEAT/PLUMB PERMIT	\$50,000.00	\$82,906.78	165.81%		\$50,000.00	\$61,044.52	122.09%
101-32240	COUNCIL	ANIMAL LICENSE	\$1,000.00	\$585.00	58.50%		\$0.00	\$0.00	0.00%
101-32260	COUNCIL	STATE SURCHARGE	\$12,000.00	\$19,468.69	162.24%		\$12,000.00	\$12,980.67	108.17%
101-32261	COUNCIL	ISTS PERMIT	\$6,750.00	\$8,540.00	126.52%		\$6,750.00	\$9,995.00	148.07%
101-32262	COUNCIL	RENTAL LICENSE FEE	\$1,000.00	\$300.00	30.00%		\$1,000.00	\$200.00	20.00%
101-32263	COUNCIL	SHORELAND/FORESTRY PERMIT	\$300.00	\$0.00	0.00%		\$300.00	\$100.00	33.33%
101-32264	COUNCIL	ISTS PUMPING RECORDS	\$5,000.00	\$12,240.00	244.80%		\$5,000.00	\$9,560.00	191.20%
101-33429	COUNCIL	PERA RATE INCREASE AID	\$0.00	\$0.00			\$0.00	\$0.00	
101-33440	COUNCIL	SCORE GRANT	\$15,000.00	\$13,438.00	89.59%		\$12,000.00	\$0.00	0.00%
101-33600	COUNCIL	OTHER GOVT GRANTS/AID		\$38,175.00		FIRE STATION BOND	\$0.00		
101-34103	COUNCIL	VARIANCE, PUD, PLAT FEES, CUP	\$4,500.00	\$8,325.00	185.00%		\$4,500.00	\$4,600.00	102.22%
101-34103	COUNCIL	ESCROW FEES	\$15,000.00	\$65,449.72			\$15,000.00	\$31,500.05	210.00%
101-34120	COUNCIL	CERTIFICATE OF OCCUPANCY FEE	\$300.00	\$1,725.00	575.00%		\$300.00	\$400.00	133.33%
101-34403	COUNCIL	RECYCLING FEES		\$1,396.32			\$0.00	\$253.50	#DIV/0!
101-35100	COUNCIL	FINES AND FORFEITS	\$2,500.00	\$15,783.74	631.35%		\$5,000.00	\$1,169.24	23.38%
101-35104	COUNCIL	LATE FEES/NSF FEES		\$0.00			\$0.00	\$0.00	
101-36100	COUNCIL	SPECIAL ASSESSMENTS	\$356,060.00	\$356,033.28	99.99%	Recycling Assessment	\$361,380.00	\$202,241.84	55.96%
101-36101	COUNCIL	SPECIAL ASSESSMENTS - PMC	\$2,067.00	\$1,895.08	91.68%	Peace Methodist Church	\$0.00	\$0.00	0.00%
101-36102	COUNCIL	SPECIAL ASSESSMENTS - CLHOA		\$138,139.69		Charley Lake HOA		\$72,645.40	
101-36200	COUNCIL	MISCELLANEOUS REVENUES	\$5,000.00	\$2,676.00	53.52%	Conduit Bond & Misc	\$5,000.00	\$1,618.09	32.36%
101-36210	COUNCIL	INTEREST EARNINGS	\$40,000.00	\$145,187.78	362.97%		\$84,000.00	\$114,743.55	136.60%
101-36220	COUNCIL	RENTS	\$57,862.00	\$41,245.09	71.28%	NOHOA Rent	\$52,756.00	\$50,048.15	94.87%
101-36222	COUNCIL	COMMUNITY FUNCTIONS	\$1,000.00	\$4,850.00	485.00%	Community Mtg Room	\$3,000.00	\$1,075.00	35.83%
101-36240	COUNCIL	REFUNDS AND REIMBURSEMENT	\$15,000.00	\$28,838.75	192.26%	LMC & Other Rebates	\$44,000.00	\$21,476.35	48.81%
101-39200	COUNCIL	TRANSFER IN	\$0				\$0.00		
			\$3,673,268	\$4,063,644			\$4,062,819.00	\$2,483,265.69	61.12%

ActCode	DEPT Descr	OBJ Descr	2024 Budget	12/31/24	% of Budget	UnderLine	2025 Budget	11/1/2025	% of Budget
306-47000-601	DEBT SERVICE	BOND PRINCIPAL				LGWA Bond			
306-47000-611	DEBT SERVICE	BOND INTEREST							
306-47000-620	DEBT SERVICE	PAYING AGENT FEES							
400-41910-300	PLANNING	PROFESSIONAL SERVICES				Comp Plan			
400-41910-303	PLANNING	ENGINEERING SERVICES				Comp Plan			
400-43100-408	STREETS	STREETS/SIDEWALK/CURB							
400-46100-318	NATURAL	NATURAL RESOURCES							
401-42200-500	FIRE	CAPITAL OUTLAY	\$350,000.00	\$281,698.69		Fire Expenses	\$350,000.00	\$1,708,105.61	488.03%
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		\$656.46				\$820.05	

ActCode	DEPT Descr	OBJ Descr	2024 Budget	12/31/24	% of Budget	UnderLine	2025 Budget	11/1/2025	% of Budget
306-36100	COUNCIL	SPECIAL ASSESSMENTS			#DIV/0!	LGWA Bond Assessments			
306-36210	COUNCIL	INTEREST EARNINGS							
400-33418	COUNCIL	MNDOT STATE AID STREETS							
400-36210	COUNCIL	INTEREST EARNINGS				Special Project Interest			
400-36240	COUNCIL	REFUNDS AND REIMBURSEMENTS							
400-39200	COUNCIL	TRANSFER IN							
401-36210	COUNCIL	INTEREST EARNINGS							
401-36240	COUNCIL	REFUNDS AND REIMBURSEMENTS							
401-39200	COUNCIL	TRANSFER IN						\$1,937,525.82	
R 403-36210	403-36210	INTEREST EARNINGS							
R 403-37180	403-37180	MAINTENANCE/ESCROW FEE							
R 403-39200	403-39200	TRANSFER IN							
R 404-39200	R 404-39200	TRANSFER IN				Police			
406-36100	COUNCIL	SPECIAL ASSESSMENTS		\$10,953.66				\$918.55	
406-36200	COUNCIL	MISCELLANEOUS REVENUES	\$0			LGWA Maint Assessments			
406-36210	COUNCIL	INTEREST EARNINGS		\$0.00					

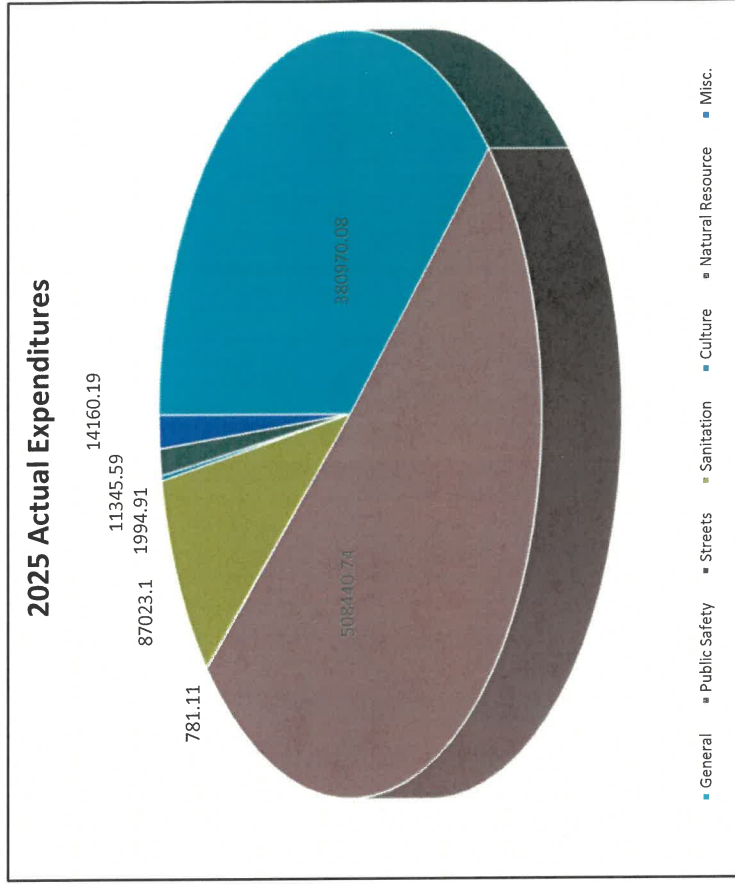
2025 Budgeted Expenditures

\$1,384,791.00	General
\$1,695,295.00	Public Safety
\$83,500.00	Streets
\$367,380.00	Sanitation
\$36,000.00	Culture
\$122,500.00	Natural Resource
\$23,353.00	Misc.
\$350,000.00	Transfer out/addl public safety



2025 YTD Expenditures

\$ 1,015,332.22	General
\$ 1,415,195.06	Public Safety
\$ 10,275.69	Streets
\$ 313,512.30	Sanitation
\$ 22,399.00	Culture
\$ 80,722.21	Natural Resource
\$ 22,400.64	Misc.
	Transfer out/addl public safety



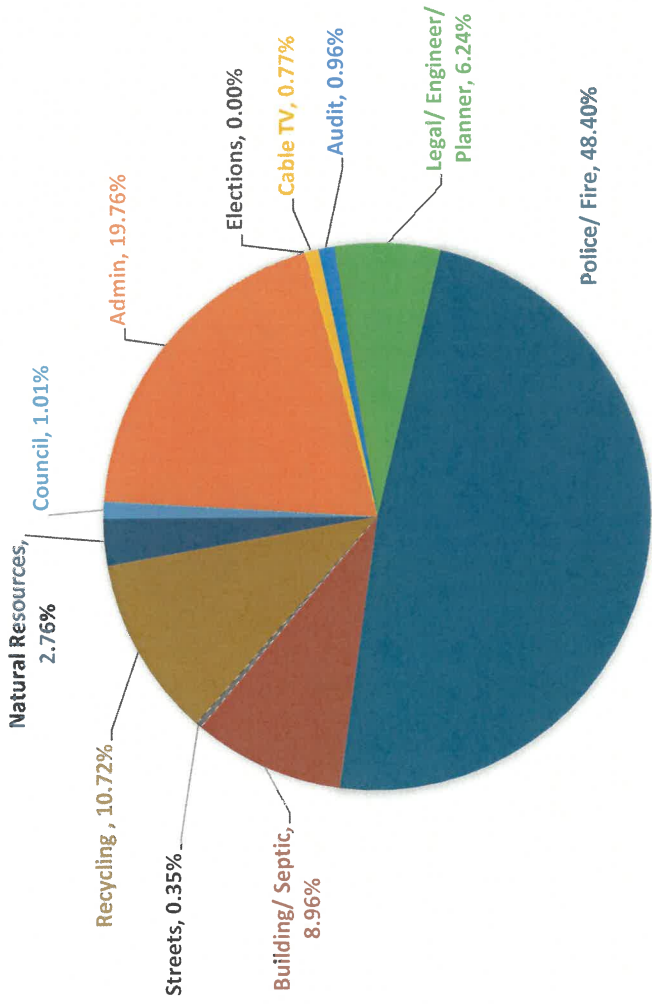
2025 Approved Budget with 2025 YTD/ % Of Budget vs. Actual/ Actual Expenses with % of Budget

	2025 Approved Budget	2025 YTD	% of Budget vs. Actual	2025 YTD	% of Budget vs. Actual
Council	\$ 35,953	\$ 29,676	82.54%	2,923,772.42	1.01%
Admin	\$ 647,618	\$ 577,757	89.21%	19.76%	
Elections	\$ 23,619	#REF!	#REF!	#REF!	
Cable TV	\$ 36,000	\$ 22,399	62.22%	0.77%	
Audit	\$ 22,350	\$ 28,129	125.86%	0.96%	
Legal/ Engineer/ Planner	\$ 333,104	\$ 182,394	54.76%	6.24%	
Police/ Fire	\$ 1,695,295	\$ 1,415,195	83.48%	48.40%	
Building/ Septic	\$ 345,500	\$ 262,051	75.85%	8.96%	
Streets	\$ 83,500	\$ 10,276	12.31%	0.35%	
Recycling	\$ 367,380	\$ 313,512	85.34%	10.72%	
Natural Resources	\$ 122,500	\$ 80,722	65.90%	2.76%	
Transfers	\$ -	\$ -	0.00%	0.00%	

2024 & 2025 Actual Budget with Percentages



2025 - PERCENT OF YTD EXPENSES



**North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
October 9, 2025**

1. CALL TO ORDER

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

2. ROLL CALL

Present: Mayor Krista Wolter, Councilors Sara Shah, Andrew Gaspard, Grover Sayre

Staff Present: Administrator Kevin Kress, Attorney Bridget Nason, City Engineer Jupe Hale, and City Planner Zeke Peters (via zoom)

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

- Taylor Metz, 18 Wildflower Place, asked Council to consider a pet store ordinance to protect cats and dogs and those which come from puppy mills. A pet store ordinance aligns with the values of our community.
- Megan Helling, lives in neighboring Lino Lakes, in attendance to speak on their experience in purchasing their yellow lab from a Metro area pet store. Within 6 month their pet was suffering seizures and early onset hip dysplasia – which required expense, extensive medical care, surgery, stem cell therapy and more throughout his life. They found he came from a puppy mill in South Dakota, through a dog broker in Iowa, and then was shipped to a pet store in Minnesota. Without knowing it, they had supporting this cruel practice. More than 500 localities have adopted humane pet store ordinances. Roseville in 2018 and Lino Lake July 2025. This is a proactive measure with no cost to the City, and protects animals and residents from the harm caused by puppy mills. They request City of North Oaks consider adoption of such a similar ordinance.
- Jack Anderson, 3 Overhill Drive, resident since 1984, has questions on item 9e for engineers to develop a project plan to look into at future water options for the City. He asks why we are doing this project, and how are we doing this. Then once we get a plan for how to do this, how the City would implement it. Asks how that would look for the 1,300 residents without City utilities– would it be a choice by each resident or is it a bonding approved by Council with financing spread across to all residents.
- Ilya Berchenko, 2 Island Road, strongly believes we are way behind on having a comprehensive plan in place for having infrastructure utilities outlined for the future of the City. He would like to a plan in place to address future of water, sewer, electrical lines, etc. Support the efforts of Council looking into this.

5. APPROVAL OF AGENDA

Motion by Azman, seconded by Shah, to approve the agenda with the removal of consent agenda item 6f, the Cooperative Services Agreement with USDA.

- Gaspard would like to remove 6f from the consent agenda so there can be discussion about the need for deer removal and the cost involved.
- Kress noted it is a standard program that we do every year for deer management. There is only 1 USDA contract authorized for deer, so there are no alternatives currently available.

Motion approved unanimously by roll call vote.

6. CONSENT AGENDA

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

6a. Approval of Gambling Permit for the North Oaks Women's Guild Silent Auction 12.14.2025 and 12.15.2025

6b. Approval of City Council monthly Financials

EFT: 001107 - 001119 Check #015916 – 015954

6c. Approval of City Council Meeting minutes of 9.11.2025 and 9.15.2025

6d. Licenses for Approval:

General Contractor: All Poolside Services Inc.

Arborist: Husky Construction

Mechanical: Blue Ox; Johnson Plumbing & Heating; Three Rivers Mechanical

6e. Approve Resolution authorizing Septic Variance for property located at 3 Sandpiper Lane

MOTION by Sayre, seconded by Gaspard, to approve the Consent agenda with the removal of item 6f. Motion carried unanimously by roll call vote.

6f. Approve Cooperative Services Agreement USDA (removed from Consent Agenda)

MOTION by Azman, seconded by Shah, to approve the USDA Deer Management contract.

- There was discussion of item 6f regarding USDA Deer management agreement.
- Kress mentioned that every year the City consults with USDA for deer and goose removal. We get the USDA contract every October which specifies a “do not exceed” amount of \$50,000. We have not been able to get an aerial count of deer in the past few years due to lack of snow, however North Oaks is still on the priority list via Ramsey County helicopter for an aerial count when snow allows. The USDA typically goes out between 3-5 days each winter to assess what they are seeing and conduct removals based on this information. The deer removal program must be authorized by the state and ends March 31st of each year. This is a standard program that the City has been involved in for 20 years.

- Gaspard noted that last year \$23,000 was allocated, and asked why now \$50,000 allocated. Kress noted that Council approved up to \$50,000 for both geese and deer removal for 2025, due to concerns with contamination in the lakes. This covers all animals and parts of 2 winter seasons each year.
- Kress noted that he would have a pulse check with Council if seeing a high number of deer removed.
- Kress noted that Sherwood Trail, NOHOA open spaces, North Oaks Farm are areas that they see higher numbers. The USDA contract is fluid, evaluate the areas and do a pulse check.
- Kress noted that Metro Bow Hunters is a strict program, with specific guidelines on who can do it, certain distance limitations. This is not an option for our private land.
- Azman noted the funds include goose removal efforts.
- Sayre stated budget allows up to \$50,000, however the City has responsible to manage the deer management for the health and safety for our citizens.
- Gaspard is struggling with the doubling of the costs. He feels that the county numbers are also low in counts and he doesn't know the level of need for it.

Motion carried by vote of 4-1, Gaspard Nay.

7. PETITIONS, REQUESTS & COMMUNICATIONS

7a. Quiet Railroad Crossing Zone Request – Status update by Art Andrews

- Art Andrews, 26 Summit Heights, has lived in North Oaks for 25 years and attends to speak on the quiet railroad crossing request. He showed channelization devices that are approved by the Federal Railroad administration and improves safety a railroad crossing. He created sketch reflecting the safety / risk threshold of both the East Oaks and Centerville Road crossings and how each crossing would be safer with the devices. Andrews provided supplier information for the devices. They are attached to the asphalt surface using asphalt and anchors to screw it down.
- The quotes reflect a rubber product used in Elk River, Plymouth and Little Canada. They are all 40 inches long. Every 20 inches there is the ability to add a sign – the devices would extend 100 feet on each side of the crossing. The cost is \$18,901 for 100 feet. The other product is \$17,200 and does not include installation. These devices have been shown to increase safety.
- A better product option might be a mold polyethylene which is very robust with same mounting principle. The pylons are easy to lock in place. This is used by the City of Plymouth. This style would be \$23,400 for all 4 crossing directions (2 at each crossing).
- Mr. Andrews noted he had spoken to the communities who have them and none of them had noted problems with the snow plow.
- He proposed the City of North Oaks be the lead, with Ramsey County and White Bear Township as the secondary. Asks that City Administrator or City Staff get in touch with MN DOT to initiate the process, and talk to Federal Railroad administration regarding the request.
- This would initiate a diagnostic review to determine that it would safer to have these in place. Attorney to write a letter of intent to be sent.
- A sign would need to be posted stating “No train horns”.

- Sayre clarified that the materials in the road would be in addition to the railroad crossing arms coming down. He feels that he'd like to see it happen, and would like to ensure crossing arms still come down. There are backups in place for the arms.
- Mr. Andrews would like to see a motion for City of North Oaks to be a lead for the quiet crossing, and to work with NOHOA and White Bear Township regarding any costs.
- Kress would like to put together the request in a Resolution form detailing the items. Staff will reach out for total costs, timelines, etc.

7b. Deputy Craig Lydon Report

- Lydon provided follow up to the Flock data question from the prior Council meeting. The policy states that 30 days to keep flock data, unless part of an active investigation. Crime stats and data are put out by Commander Frederickson.
- Deputy Lydon presented his monthly report which included 141 total calls for service in the month of September – highlights: 36 medical, 8 fire calls, 8 traffic stops, and 5 accidents. One of the accidents was attributed to the dropping of a phone.
- Notable – on 9/1/2025 there was an older brother who took younger sibling out for a driving lesson. Several residents called in that there was a reckless driver. The young person was not old enough to be licensed. They were cited and matter referred to attorney.
- On 9/22/25 on Spring Farm Road, there was illegal dumping into a construction trailer over the weekend. An alert resident was able to provide a great description of the vehicle and person involved. Using Flock data they were able to identify the vehicle and a citation issued for illegal dumping and trespassing.
- On 9/23/25, multiple reports of pushy solicitor in white RAM truck with custom plates of “Solar” as license plate. They are trespassing and solicitating. Please call it in.
- He encouraged folks to call 911 with anything that appears unusual or out of place.
- Another fraud includes suspects posing at the City of North Oaks and sending communications asking to wire transfer money. These are fraud – the City will never ask for wire transfers. Please report to 911 and contact the City Hall if any question on authenticity of invoices.
- Wolter and Kress noted that they are informing Planning Commission applicants to be on alert for this issue involving variance and CUP applications.
- Wolter inquired about the speed and safety of the kids on the ebikes on the roads. Deputy Lydon stated kids must be 15 years old to operate ebikes. The ebikes have stage 1,2,3 which are road legal. Electric motorcycles are NOT road legal. Lights must be visible on bikes after sunset. He has heard from residents of this issue but he has not seen them. Encourages parents to promote safety regulations.

8. UNFINISHED BUSINESS

8a. Update and discussion and possible action Pleasant Lake Beach Task Force activities

- Administrator Kress referred Councilors to the staff report included in the meeting packet. The task force also earlier in the day with a consultant from Barr Engineering

who specializes in water quality and beach and lake projects. Barr will put together a proposal to do a study on the lake. This will be brought to the Task force in November for discussion, with possibility of then being presented to the NOHOA Board and City in November or December.

- It is likely in December there will be an action item for Council on this.
- Task Force chair Councilor Shah noted that VLAWMO has been a silent partner helping to engage the proper resources. Once there is a proposal, VLAWMO may also step in to help with a Memorandum of Understanding and potential costs. Phase 1 would be developing plan of what we can do, Phase 2 would be implementation, and Phase 3 would be to address other miscellaneous over and above items.
- Shah noted they will help identify the problems, how to prioritize, the cost and what is determined to move forward. Focus on the beach initially, but it's all part of the water quality. Council can expect an update in November and December.

9. NEW BUSINESS

9a. Update on Planning Commission Terms expiring, process, and timeframe for applications for 2026

- Kress mentioned that all 3 Planning Commission members whose terms are expiring have expressed interest in running again. Therefore Staff suggests not posting for open positions and addressing the renewals during the January meeting when setting new appointments.

9b. Discussion and possible action on amending City Council Annual Calendar for October - December 2026 - City Council meetings

- Kress stated they are asking to add a October 27th 5:00 pm meeting to meet with NOHOA/Council with Dr. Webb. Staff would like to set and publish the agenda items. He would like to add Operation Clearview to the agenda and asks Council to send him anything they feel needs to be jointly discussed with the NOHOA Board.
- Staff would also like to add a November 13th 5:00 p.m. budget workshop prior to the regular 7 p.m. meeting.

Motion by Gaspard, seconded by Azman, to amend the annual calendar to include Council meetings on 10/27/25 and 11/13/25 as stated by staff.

Motion carried unanimously by roll call vote.

9c. Update and discussion and possible action on 2050 Comprehensive Plan system statements

- Kress noted that City staff and City Planner will meet with Met Council to discuss system statements in preparation for the 2050 Comprehensive Plan. They will discuss the update of maps and system statements.
- He noted that every City gets a system statement up front and has the opportunity to reach out to Met Council to discuss. This step was likely skipped during the prior cycle.

9d. Discussion and possible action on health insurance and cell phone allowances for City Staff.

- Administrator Kress noted in our unusual staff environment, 2 City staff have contracts and two do not. He recommends that we update to be consistent in that all 4 full-time staff have contracts, and part-time benefits are clearly stated in the handbook. The only benefit that the current contract staff does not get is eye care. The other staff was not offered any health benefits.
- He noted North Oaks is a limited City with very small staff and feels the contract option is the way to go for full time staff.
- Mayor Wolter noted that we need to stay competitive with other cities.
- Azman was in favor but just didn't know if it needed to be contract form.
- Sayre noted that if there are no contracts then it defaults to handbook. He likes the contract option because it is clear on what City obligations are to employees and employer.
- Gaspard asked if we have a Human Resource consultant. Kress noted that City Attorney Human Resource and League of Minnesota Cities both have resources for handbook guidance.
- Kress believes that it's cleaner to have contracts for all full-time employees.
- Kress noted they are looking at different Health Care providers than the state of MN PEIP program for comparison purposes. Looking at different options if better rates. The numbers will be in the 2026 budget.
- It would move employee benefits in 2026 to reflect estimated \$73,000 in budget.
- Azman supports providing benefits to employees.
- There was discussion on the Public Works vehicle and how it would work if it were out of commission. Administrator noted the plan would be to rent a truck if the City vehicle breaks down or requires service.

Motion by Azman, seconded by Gaspard, to authorize Mayor, City Administrator and Attorney to negotiate and sign contracts for the other two full-time City staff members to include benefits consistent with the positions.

- Sayre noted contracts ensure that if there is termination it is detailed and articulated. There is no discussion on severance, it is clear if needed.
- Gaspard agreed that it is good for employees to document clear guidelines. Benefits attracts people of good character, long tenure.

Motion carried unanimously.

- Kress mentioned the City also has a permanent part-time employee who is a valuable part of staff. Some offer 100% single or 50/50% on other side. Would like to discuss the benefits to retain this position. Some other cities base it on the hours worked and based percentage of work.
- Wolter stated that benefit help to keep your staff.
- Kress noted 100% single coverage seems fair according to the value of the position. Some other cities based on number of working hours and base percentage of coverage on that. Could also consider covering 50%, or perhaps half of the \$400(full time) if choose not to take the cover as stipend if choose not to take the coverage.

- The part-time coverage would be in the handbook. This is what is offered if decided not to take the benefit, will provide stipend. Hourly wage plus benefits is going to secure your employee.
- Shah stated that 50% single feels appropriate.
- Kress stated that he'd like to ensure that position is secure for future.
- Mayor in favor of 50% going forward, but now 100% for this employee due to the long-term nature.
- Sayre noted if the benefits keep our small loyal effective staff, governance standpoint he is good being generous to ensure our long-term employee. He is good with the 100% part-time long-term employee single coverage.
- Kress noted that the front desk position is the only permanent part time employee. There are no other part time employees at City Hall.

Motion by Gaspard, seconded by Azman, to authorize Mayor, CA, Attorney to negotiate with the permanent part time position for benefit up to 100% single.

Motion carried unanimously by roll call vote.

- Kress and City Attorney will also need to make any necessary amendment to the handbook to include state mandated sick and safe time.

Motion by Azman, seconded by Gaspard, to authorize Mayor, CA, Attorney to make revisions to the City employee handbook to reflect legal changes required by the State of Minnesota.

Motion carried unanimously by roll call vote.

9e. Discussion and possible action on work orders #2 and #3 WSB Engineering Services

- Kress attended the White Bear Township executive session and presented the preliminary concepts for water & sewer loop system. They would like a feasibility study on what that would look like, design of possible St Paul regional. The work order is the initial work asked by White Bear Township.
- They are assessing gate valves and what is needed to maintain pressure volume. Company will pay for the Wilkinson Waters portion. Lino lakes would like to have their own meter pit. Looking at designing a system that only requires 2 meter pits, instead of the original 12 required by White Bear Township. There will be a requirement to develop a surface water solution.
- City Engineer Jupe Hale stated all the pieces and part of the master water plan is how they will detail out how to come to a decision on best plan going forward. Considers a model for City and then changes the source of the water from either Shoreview, White Bear Township or St. Paul Regional and determine the best option that also maintains water pressure. The WSB work order allows the engineer and the City to initiate discussions and engineering on what that could look like. Will focus on looking at short term to address White Bear Township (WBT) requirements, with option to change sourcing down the road.
- Trying to put modeling together so can proceed forward with solidifying the WBT Joint Powers Agreement (JPA).
- WBT is expecting the feasibility study to be done by December 1st. Jupe stated they would like to get information from WBT, but could do it without if need be to develop the plan by the deadline.
- Sayre clarified that plan is to develop way to reduce number of meter pits, and work to future long-term solution.
- Engineer Hale stated if look to only have self-contained North Oaks water system, then would need own wells, treatment center, water tower.

- Sayre feels still important to know what it takes to do it ourselves. Feels Shoreview and White Bear Township water rates are unfair to our residents. He would like to have a high-level concept price tag on what that would be to have North Oaks own system. He would like to at least study it.
- Kress noted we don't have enough land within North Oaks boundaries for all the components needed for a fully self-sustained North Oaks system. There is already a certain mandated radius that new wells have to be outside of this.
- Wolter noted that would also like to explore all options.
- Sayre would like to run down parallel paths.
- Hale noted they would look at the installing the master trunks around North Oaks, but not down every culdesac. Planning what is needed to meet the WBT JPA is the immediate timeline.
- For funding, Kress noted that the strategic plan is looking at a Citywide program, so some would come from Engineering line item and some from water fund.
- Wolter noted this is one of the most important things that has ever come before our Council and worth the time to spend on the discussion.
- A separate work order # 4 would need to be discussed to look at the option of having own water.

Motion by Azman, seconded by Shah, to approve the work order #2 as presented to conduct feasibility study and build model that could use any water source.

- Gaspard clarified that the work order is to model a reduction in number of meter pits.
- Hale noted that they would start with what is needed to support existing users, and then build to include General.
- Azman, Shah and Gaspard stated they are in support of this being a city-wide model project.
- Hale stated this smaller portion is the JPA for White Bear Township. The system statement is important.

Motion carried unanimously.

- Kress stated that WSB Work order #3 is for sewer. We put on the agenda to give a brief view to Council to start discussing, but work order #2 is the priority.
- Hale noted they need to make some progress on where the sewer output would be, before modeling that out. Would like more time to get clarity.
- Kress noted that Staff needs to talk to Met Council to discuss in more detail.
- Sayre feels there is a bit a sense of urgency to make best use of road repairs.
- This will be brought back to council at future meeting.

9f. Discussion on JPA between the cities of Lino Lakes, White Bear Township, and North Oaks

- Kress stated that City attorney is in process of reviewing this. Will determine if any North Oaks company input is needed.
- No motions needed by Council at this time. Will be come back to Council at a later date for discussion.

10. COUNCIL MEMBER REPORTS

- Azman noted they have received some fire budget info but will discuss more at the upcoming 11/13 Budget meeting.

- Kress stated the septic ordinance draft has been circulated to council. They are getting input on the ordinance from the MPCA and then will present it to Planning Commission for review.
- Shah provided her VLAWMO update.
- Gaspard nothing to report.
- Sayre stated that we have brought NOHOA into the future City Hall planning meetings and they continue to progress well reviewing all alternatives.
- Wolter believes they are making good progress with White Bear Township in regard to the water JPA. She also recognized how great it was to attend the multiple North Oaks 75th Anniversary celebrations over the past month. She encourages everyone to watch the North Oaks Company documentary on the history of North Oaks as a Community which is on the homepage of the Company website.

11. CITY ADMINISTRATOR REPORTS

- Administrator Kress nothing else to report.

12. CITY ATTORNEY REPORTS

- Attorney Nason nothing to report.

13. MISCELLANEOUS

The City Forester monthly report for September 2025 was included in the packet.

15. ADJOURNMENT

The next regular meeting of the City Council will be November 13, 2025.

MOTION by Gaspard, seconded by Sayre, to adjourn the meeting at 9:18 p.m. by roll call vote. Motion carried unanimously.

Kevin Kress, City Administrator

Krista Wolter, Mayor

Date approved _____

**North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
October 27, 2025 and October 29, 2025**

1. CALL TO ORDER

Councilor Wolter called the meeting to order at 7:00 p.m. on Monday, October 25, 2025.

2. ROLL CALL

Present: Mayor Krista Wolter, Councilors Sara Shah, Andrew Gaspard, Grover Sayre (via zoom)

Staff Present: Administrator Kevin Kress,

A quorum was declared present.

3. PLEDGE OF ALLEGIANCE

Mayor Wolter led the Council in the Pledge of Allegiance.

4. APPROVAL OF AGENDA

- Administrator Kress mentioned that it is in the best interest to “continue” the meeting until a different day and time, in order to allow the City Attorney and City Engineer to attend and provide input on the agenda items.
- Two of the three items on the agenda require significant input from both individuals.
- Councilors agreed that Wednesday morning 10/29 at 9 a.m. would be a good time for all, including the Attorney and Engineer.
- Kress noted that Councilors can attend that meeting via zoom, however at least 1 Councilor has to be in person in Chambers for the meeting on 10.29.2025 in case members of the public would like to attend in person.

Motion by Wolter, seconded by Azman, to recess and reconvene the meeting at 9 a.m. on Wednesday 10/29/2025 to continue the meeting with the agenda items as presented.

Motion carried unanimously by roll call vote.

Councilors will reconvene on 10.29.2025 at 9:00 a.m.

October 29, 2025 9:00 a.m. City Council reconvened in the City Council Chambers and via zoom.

- Roll Call by Mayor Wolter in Council Meeting
 - Mayor Wolter and Councilor Shah present in Council Chambers, Councilors Azman, Sayre, and Gaspard via zoom.
- Approval of Agenda
 - Administrator Kress noted he would like to adjust agenda 5a. to discuss the two-party Joint Powers Agreement with White Bear township first, as that needs to come prior to the three-party agreement.

**Motion by Shah, seconded by Wolter, to approve the agenda as amended.
Motion carried unanimously by roll call vote.**

5. NEW BUSINESS

5a. Discussion and possible action on 3-party joint powers agreement between the cities of North Oaks, Lino Lakes, and White Bear Township

- Attorney Nason recapped that for many years the City / Staff there's been a two-party agreement with White Bear Township (WBT) to provide water to our residents on the north and east sides of North Oaks. White Bear Township 2 years ago alerted the City that while they would agree to continue to provide water service, they no longer wanted to maintain the water / sewer infrastructure or be responsible for the billing to North Oaks residents. This resulted in the City of North Oaks hiring a Public Works Director and taking on utility billing which started this year. As part of finalizing the new two-party agreement, WBT has asked that we provide a methodology that would allow them a method to monitor the amount of water to be used.
- Nothing has been finalized, but the proposed agreement brings us closer to an agreement that could meet both side needs. The document reflects the most recent language that has been discussed.
- The proposed agreement has not been signed off by White Bear Township.
- Kress noted that the Township wants the two-party agreement in advance of the three-party agreement with WBT and Lino Lakes.
- Engineer Jupe Hale noted that the two-party JPA considers closing some of the connections which has multiple ways to serve the same area, and reducing the number of metering pits for an area. In the plan, we divided the service into North, Central and South and put forth a plan that would be 3-meter pits instead of 12 proposed by WBT which still accomplishes the goal of being able to capture the amount of water being used. The agreement states there is a year allowed for City to install the pits, and an alternate timeline for looping connections. It would provide the interim meter data from house meter readings until the large meter pits are installed.
- Kress stated that WBT is asking for the two-party agreement to be done by December 1st. Hale stated the feasibility study can be via a report that shows they can be adequately served. The City of North Oaks will need to prove that we can adequately provide meter data with only 2 connections. Engineer anticipates having this information at the same time as the agreement.
- Attorney Nason noted that the agreement is getting closer but it is not yet finalized. She is unclear what White Bear board status is of the review. There are also areas of the document to be finalized regarding giving the City time to analyze future.
- Two options being researched: water mains or pits to determine how many pits and how we can shut off some gates valves but maintain same standard of service, the 2nd is the looping system to see how to design mains going forward in future.
- Kress would like to see a single source read, whether it is a looping system, or meter pits or a combination – but turning off some gate valves. We are less than 2 weeks out from having the modeling done on the City side.
- Azman asked about the language regarding what happens if City goes over the water threshold of 70/30%. with 30-day notice.
- Kress noted that all of the other cities are under the same provisions. It primarily reflects irrigation violations and are attributed to the particular user, not the entire water network.

- Sayre was glad to see tremendous progress in the discussions. It is a short-term bridge that minimizes the cost outlaid now.
- Mark Houge, North Oaks Company, suggested the Joint Powers Agreement (JPA) as drafted gets the process started. The JPA as written agrees to a concept to move it forward. Houge would like to see the two party or 3 party agreement get sent to White Bear Township right away so they can discuss at their upcoming 11/6/25 WBT Board meeting. North Oaks Company would agree to bear the cost of the 1 North meter pit which would serve Waverly Gardens, Rapp Farm and the new Wilkinson Waters project. The Company would also bridge some financing to assist with engineer fees. He noted it's been 3 years of discussion.
- Kress noted that the City would incur the cost of the meter pits for everything south of the north loop.
- Houge stated all of the systems are currently owned by the Company, and the East Oaks PDA states the City can purchase the infrastructure for \$1.
- Company stated they would cover cost of the north pits and are willing to work on a financing arrangement with the City, with the understanding that the Company would be paid back in full in the future. The most expedient way to make this happen is to have the owner do the installation.
- Engineer Hale stated he is confident they can get it down to 4 meter pits and would need pressure volumes to confirm if can get down to 3 meter pits.
- Councilor Gaspard asked who has been in the discussions with White Bear Township. Administrator Kress noted that Staff, City Engineer, Planner and Mayor have met with White Bear Township. The attorneys for both Cities have also been working back and forth as well.
- The company owns all the infrastructure on the east side and since 1999, White Bear township has maintained all the infrastructure.
- In 2015 on the Shoreview side, the Company turned over the infrastructure facilities to the City.
- We are now getting close to doing the same on the east side.
- Kress suggested that Council recommend we send over the agreement for review by White Bear Township, with understanding it is still not final. Staff would like to start working with the Company to see how agreements look.
- Houge noted it's imperative the Council go before the town board on Monday to keep this moving forward. It is important to preserve the pricing arrangement with White Bear Township before end of the year, with understanding the City engineers from both Cities work together. North Oaks Company met with the White Bear Township engineer last Friday.
- Gaspard asked if the price is the same as stated in the East Oaks PDA.
- The township is charging us 125% of tier 1 water rates. They based it off their own fee schedule.
- Gaspard asked about the financial impact.
- Kress stated year over year it is about 5%, and this will be included as part of the Ehlers fee schedule analysis. Unfortunately, the City of North Oaks does not have control over the base rates if we want the service from White Bear Township and Shoreview.
- Hale noted that if we size pipes accordingly, we are estimating \$80,000 per meter pit. A loop line may cost double that, but those pipes can be used for potential future alternate design.
- The PDA Article 8 states that at the completion of installation, it remains under the responsibility of the developer to maintain and operate the system, until it is turned over to the City. If improvements or different structure models are developed is unclear who bears cost.
- Current goal is to present White Bear Township the 3 drafts to the township, as well as continue working on placement and financing of metering pits.

5b. Discussion and possible action on joint powers agreement between the cities of North Oaks and Lino Lakes regarding improvements and maintenance of Wilkinson Lake Boulevard and the Wilkinson Waters project

- Kress noted there's been a lot of work in the North corridor on the roundabout and new development. As part of this, the road agreement needs more work. The roundabout leads to a small section of Wilkson Lake Boulevard, which goes from public road to private. City has not been involved in that discussion since the City does not own the road. The section of road is owned by Presbyterian Homes and maintained by NOHOA. It makes sense that Lino Lakes and NOHOA discuss that agreement.
- Kress recommended that the City does not take this on. If the City gets involved, this would involve MS4 stormwater (municipal separate storm sewer system) therefore it is best to let NOHOA work with them on the road agreements and maintenance. NOHOA is working on taking on stormwater facilities.
- Houge described the site plan that shows the streets and what is proposed for the project.
- Kress stated the City would prefer not to take on any MS4 or maintenance obligations, since that is currently NOHOA and would continue to move in direction of Lino Lakes maintaining that section.
- Council agreed to continue going in the same direction with Lino Lakes and NOHOA working on the agreement since it does not involve the City at this time. The City's position is that it does not take on maintenance responsibilities.

5c. Discussion and possible action on retaining lobbyist for Met Council matters and obtaining outside special legal counsel

- Administrator Kress stated that the City has been working on planning for future water / sewer needs and long-term alternatives. As part of the Metropolitan Council preliminary system statement for the 2050 Comprehensive plan, the City needs to have some verbiage that shows our future ability to provide health and safety for our community. City Staff met with Met Council on Monday to go over their current proposals for mapping, population, density requirements. The goal was to discuss potential for having future water / sewer in community if needed in the future.
- We have identified a lobbyist that potentially could assist in these matters and have a stronger position in challenging the existing Met Council requirements.
- Attorney Nason noted that the current Met Council system statement for our City states that the majority of the City is not to be served by public sewer. Met Council will not approve extension of utilities that does not comply with their City's approved system statement, which also requires 3.5 housing units per 1 acre density requirements. The City is wondering if special legislation which may carve out an exemption and provide a path forward to provide North Oaks a special designation to allow extension of sanitary sewer and water into the City without complying with the standard Met Council 3.5:1 requirement they give to all cities. It could take more than 1 legislative session and could take several iterations.
- Engineer Hale noted they will be doing calculations to see effort where we currently officially are, but no matter how hard we try, we cannot comply due to the MN land trust space and all of the privately owned land.
- The City of North Oaks does not own any land, with residents owning to the center of the roads. North Oaks Homeowners Association Deeds and Covenants which apply to each home in North Oaks also do not allow lot splitting, which means there is no opportunity for density in the future. The City is fully built out except for phase 2 of the

condominium building. The 1,300 aging septic systems, the number of lakes and wetlands in the Community, along with Pleasant Lake being the source of St. Paul Regional water are key factors to ensuring the health of our community and beyond. These unique issues would be turned over to the lobbyist for discussion regarding special legislative provisions.

- The cost would come out of the legal services line item and would be new a expenditure. It was not included in the current 2026 Budget estimates.
- The lobbyist would be lobbying at the legislature level, not with Met Council. There is not an existing path forward that would allow Met Council to allow special provision for unique communities such as North Oaks an option to connect to Met Council sewer in future.
- Met Council stated that if we did have a home without any means for a new septic system, they we could connect them – but that does not work for our community from a running of line piping, lift station, and more down our private roads for 1 home.
- NOHOA deeds and covenants do NOT allow lot splitting, therefore the City legally can not add the density they are asking. Met Council stated they may not have the current capacity to handle our community so would need to model that. Met Council will not count private parks, trails, and land trust, so it counts unfavorably against our density calculations.
- Sayre noted that we don't fit within the rules, and a good lobbyist has connections and can move this forward.
- Wolter noted that raising and keeping property values is important. Septic systems in front yards impacts this.
- Kress noted Met Council charge is to ensure health and safety. We need flexibility to preserve environment, health safety, deforestation of lots, costs, associated with our lakes and wetlands. These talking points would be communicated to lobbyists.
- The goal is to retain our current environment.
- There is a separate project with the Pleasant Lake Beach task force will look at septic system as 1 factor in health and safety of lakes.
- Gaspard expressed concern over hiring a lobbyist over a controversial issue to expand Met Council lines into North Oaks. He feels like it is a rushed decision which needs more discussion.

Motion by Gaspard, to continue this agenda item to a future meeting in which this can be properly noticed.

Motion was not seconded and did not move forward to a vote.

- Sayre noted that many of these topics have been discussed for many years, with understanding that new Councilors may not have been involved in. He is in favor of a lobbyist to start a path forward, but it could take many years to get something through legislature. It is not a decision that has been made to expand lines, it is just a start to opening our options for long term.
- Wolter noted that we are just trying to be proactive and have options as some homes are already on their 3rd septic system. Average septic system lasts 30 years, and our community is now 75 years old. With the septic requirements for 2 primary and secondary locations, it is now prohibiting full use of yards.

-
- The proposal for the lobbyist is \$48,000 from January – December of 2026. The cost breakdown is: \$6800 monthly from January – May, and \$200 monthly June through December 2026.

Motion by Azman, seconded by Shah, agreeing to Messerli Kramer’s proposal to lobby on behalf of the City.

- Azman noted that Planning Commission has been addressing septic variances for years. Laying the groundwork with a professional seems prudent. He does not like to spend the money but must have an answer for future planning.
- Sayre noted that we have to have options going forward.
- Shah noted that we have to do the homework and see what is possible.
- Staff reached out to other cities that have been in the same situation, to see who they have used and recommended for this situation. This lobbyist was highly recommended.
- Separately, the Ordinance subgroup is also looking at the septic ordinance to see if revisions should be made to address aging systems.

Motion carried by vote of 4-1.

6. COUNCIL MEMBER REPORTS

- Sayre noted the City Hall planning meetings are progressing.
- Gaspard noted there is a neighborhood watch potluck gathering tonight at 5:30 p.m. at West Rec. Reach out if want more information.
- Azman nothing to report.
- Shah noted the Pleasant Lake Beach task force is meeting regularly and will come back by the 11/13 Council meeting with more information.
- Wolter noted they are eager to get the agreements made with White Bear Township and move forward.

7. CITY ADMINISTRATOR REPORTS

- Nothing to report.

8. CITY ATTORNEY REPORTS

- Nothing to report.

9. MISCELLANEOUS

10. ADJOURNMENT

The next meeting of the City Council is November 13th, 2025.

Motion to adjourn by Shah, seconded by Gaspard, to adjourn the meeting at 10:46 a.m.

Kevin Kress, City Administrator

Krista Wolter, Mayor

Date approved _____

Memorandum

TO: City Council
DATE: November 10, 2025
SUBJECT: Update Regarding Status of Joint Powers Agreements: Two Party and Three Party JPAs Related to Water and Sewer Service; Discussion of New Agreement with North Oaks Company Regarding Water and Sewer Infrastructure

AGENDA ITEM:

SECTION: NEW BUSINESS

Budgeted Amount: Estimated Amount: Funding Source:
N/A

REQUESTED MOTION The Council is asked to receive an update regarding the status of negotiations related to the Joint Powers Agreement between White Bear Township and North Oaks for water and sewer services and the three-party Joint Powers Agreement between White Bear Township, North Oaks, and Lino Lakes.

INTRODUCTION City staff have been working with representatives of White Bear Township on finalizing a joint powers agreement related to water and sewer services supplied to North Oaks. Staff have also been involved with preparation of a three-party joint powers agreement to allow for the extension of water and sewer services to a proposed development in Lino Lakes.

DISCUSSION The Council is asked to receive an update from staff regarding the attached draft Joint Power Agreements. Neither of these draft documents are in final form, and neither have been approved by any of the respective parties to the agreements.

The Council is also asked to discuss and provide guidance to staff regarding the terms and conditions for a separate agreement between the City and the North Oaks Company related to financial responsibility and logistical considerations regarding installation of the required metering pits, new water lines, and turnover of the existing water and sewer infrastructure that serves the eastern part of North Oaks.

RECOMMENDATION Receive update from City Staff; discuss JPAs and related matters.

ATTACHMENTS

1. Draft Joint Powers Agreement-North Oaks and White Bear Township
2. Draft Joint Powers Agreement-North Oaks, White Bear Township, and Lino Lakes

North Oaks/North Oaks Company Agreement Discussion Points

- City retains right to ask for infrastructure conveyance; NOC confirms that it will transfer infrastructure when requested
- NOC agrees to allow City to maintain system until lines turned over to the City
- NOC allows city to contract with WBT or other entity to provide water/sewer in the pipes it owns
- NOC agrees to construct at its sole cost all large capacity water meters required to be constructed per the WBT/NO JPA within the timeframe established by the JPA
 - City to observe construction
- NOC agrees to install the new water service line shown in green in the WBT/NO JPA at its sole cost and expense and to convey the same along with a utility easement and all necessary property rights for the City to maintain the line within a specific period of time
- NOC agrees to either reimburse for existing SCADA system or install SCADA system as determined by the City before conveyance of water/sewer lines to city
- Detail the maintenance obligations the City is willing to undertake, notwithstanding the language in the PDA
 - City to complete routine maintenance
 - NOC to pay for major repairs, replacements, and upgrades (for what duration)
 - City to collect payment from residents for water provided through the system
 - NOC to convey necessary property rights for pipes
 - NOC pays to reimburse city for specific additional future related costs
- NOC to grant easements for utility purposes only over all existing and any future constructed water/sewer infrastructure (20 foot wide easement) for maintenance and installation of future infrastructure
 - NOC to prepare legal descriptions and easement documents and pay for recording and all other necessary and related costs
 - Review options for easement to be conveyed to NOHOA, with addition of easement areas to existing license agreement
 - NOC agrees to pay any costs related to getting additional permissions, etc. for the utilities before the City takes ownership of the pipes
- NOC agrees to work with NOHOA to get updated utility agreement for water/sewer utilities to be eventually owned by the City as needed

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

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

RECITALS

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

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

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

PURPOSE

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

AGREEMENT

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

I. Definitions.

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

- A. City Sewer System. All sanitary sewer pipes located in the City that connect properties located within the City to the Town Sewer System. City Sewer System also includes the sanitary sewer main located in Lino Lakes that serves the Rapp Farm Development. The City Sewer System does not include service laterals that connect directly to structures or individual properties to collect sanitary sewer waste from the structure/property.

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

II. Town Duties and Responsibilities

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

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

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

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

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

III. City Obligations

A. Billing and Payment.

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

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

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

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

B. City Water System Maintenance Requirements.

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

The Town's Public Works Director, at the Director's reasonable discretion, shall have the authority to designate any defect in the City Water System as requiring emergency repair if the defect will have a significant impact on the use of the Town

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

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

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

C. Compliance with Settlement Agreement Terms.

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

The Town shall monitor water usage by the City under this Agreement, and in the event said water usage exceeds the limit set forth in the settlement agreement, the Town shall notify the City of said exceedance, and the City shall take reasonable actions relative to the settlement agreement necessary to cure said exceedance. The

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

D. City Sanitary Sewer System Maintenance Requirements.

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

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

In the event any component of the City Sanitary Sewer System requires modification or replacement, the City, at its sole expense, shall be responsible for preparing plans and specifications for said modifications or replacements, which plans or specifications shall be provided to the Town public works director in writing prior

to start of construction. All costs of construction, including preparation of plans, shall be the sole responsibility of the City or a third party other than the Town.

E. Installation of Water Meters and Alternative Water Main.

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

1. Installation of Large Capacity Water Meters. On or before October 31, 2026, the City shall construct or cause a third party, at its sole expense, to construct three (3) meter pits and install three (3) large capacity water meters in the general locations designated as N1, C1 and S1 on the attached Exhibit C. Upon completion of installation and acceptance of operability, City will close existing gate valves at locations N2, N3, C2, S2 and S3. Once accomplished, all water provided by the Town to the City will be metered, with the exception of the connection points designated as N4/N5 (maximum of 9 individual residential meters on these connections) and C2/C3 (limited to one multi-family unit on a master meter). For all unmetered water, the City will provide usage rates taken from individual meters as well as documented and estimated flushing activities.

Following installation, ownership and maintenance of the large capacity water meters shall be the responsibility of the City. Maintenance shall be completed in accordance with the manufacturer's maintenance specifications. The City shall provide calibration information and related information regarding its maintenance of the water meters upon request of the Town.

The large capacity meters shall be read by City personnel by the 15th day of February, May, August, and November of each year for the purpose of determining water use. The City shall then report said water usage to the Town not later than the 21st day of the month in which the reading was recorded. Individual residential or master meters shall also be read by City personnel, and all readings will be supplied to the Town on the same schedule as the large capacity meters. A quarterly statement for the total water use charge as calculated by the Town finance department shall be mailed to the City within a reasonable time after the first day of March, June, September, and December of each year. Statements shall be due and payable on or before the first day of the second month following the billing period described in the statement.

The Town hereby grants the City permission to install the meter pits and water meters in the general area depicted on the attached Exhibit C and shall take such other actions as may be required to provide the City with the legal right to install the meter pits and water meters.

2. Installation of New Trunk Line. On or before October 31, 2027, the City shall construct, or cause a third party to construct, at its sole expense, a new trunk line

and related water main appurtenances (including laterals, gate valves, etc.) as generally depicted in Exhibit C, that will connect the area currently served through C2/C3 to the area served through C1. Upon completion of installation and acceptance of operability by the Town, the City will close the gate valves at locations C2 and C3, and all water serving this area will be metered through connection C1.

IV. Term and Termination

- A. Commencement. This Agreement between the Town and City shall commence on the date on which the last party to this Agreement executes the Agreement.
- B. Termination. Either party shall have the right to terminate this Agreement without cause upon delivery to the other party a written notice of termination. Said notice shall be effective no earlier than two calendar years from the date set forth on the written notice.

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

- C. Amendments. No modification or amendment to this Agreement shall be effective until such time as the proposed modification or amendment is approved by the Town Board of the Town and the City Council of the City.
- D. Non-waiver. Any failure to raise a breach or non-performance of any term of this Agreement at the time the breach or non-performance occurs shall not act as a waiver of said breach or non-performance. The non-breaching party shall have the right to raise the breach or non-performance at any time in the future. All obligation of this Agreement shall continue up to and include the date of termination by either party.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.
- F. Notices. Any and all notices and demands by or from the Town or by and from the City shall be in writing and shall be validly given or made if served either personally or deposited in the United States Mail, and certified or registered, postage prepaid, return receipt requested. If such notice be served personally, service shall be conclusively deemed and made at the time of such personal service. The such notice

or demand be served by registered mail or certified mail in the manner herein provided, with a copy of the notice sent via e-mail to the e-mail address shown on the party's website for its City Administrator/Town Administrator, and service shall be conclusively deemed made 48-hours after the deposit thereof in the United States Mail addressed to the party to whom such notice is to be given. Any notice or demand to the Town should be addressed to Town Clerk, Town of White Bear, 1281 Hammond Road, White Bear, Minnesota 55110. Any notice or demand to the City shall be addressed to City Administrator, City of North Oaks, 100 Village Center Drive, Suite 230, North Oaks, Minnesota, 55127.

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

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

DRAFT

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

WHITE BEAR TOWNSHIP

Dated: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

DRAFT

CITY OF NORTH OAKS

Dated: _____

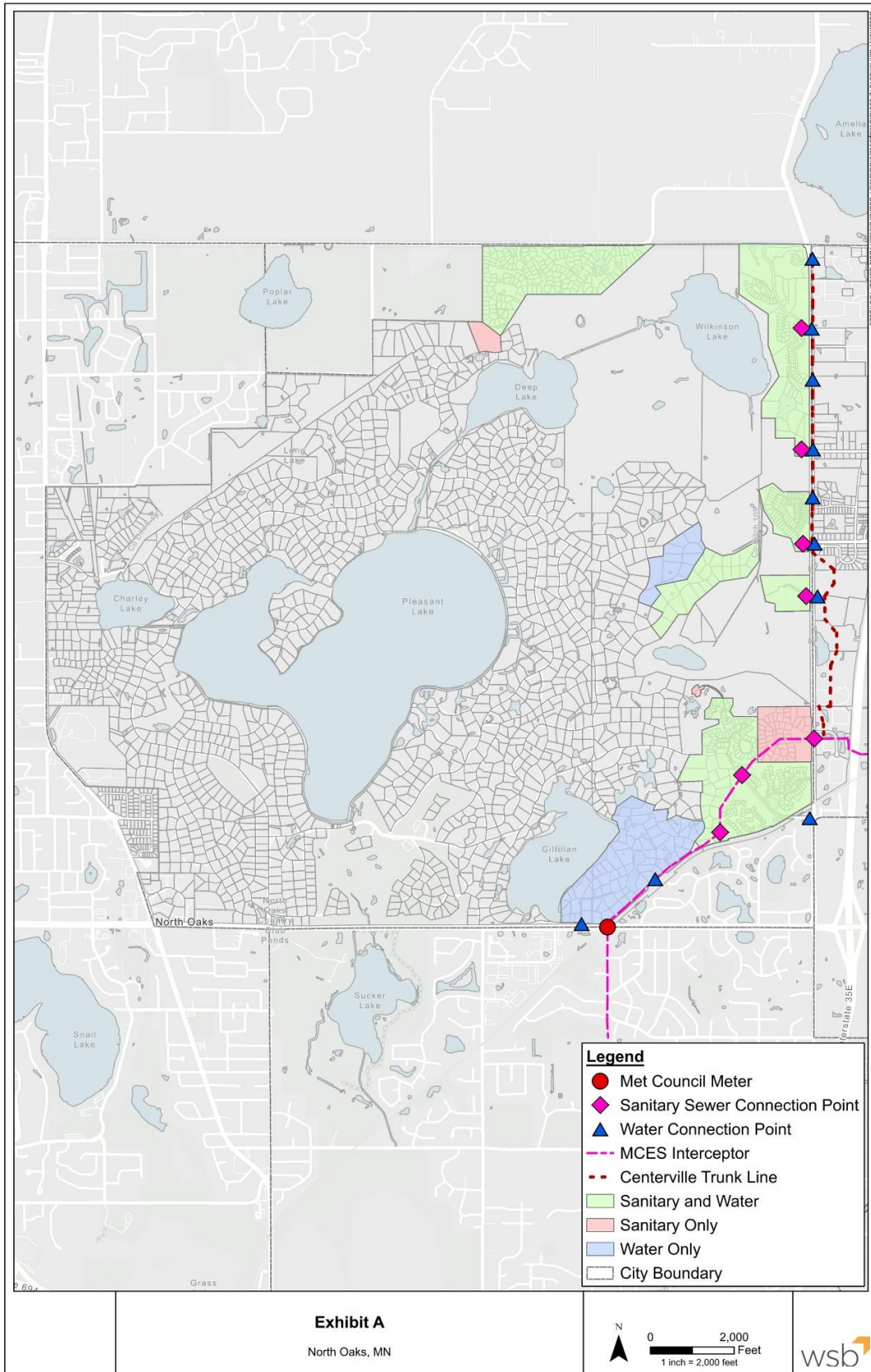
By: _____
Its: Mayor

By: _____
Its: City Administrator/City Clerk

DRAFT

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

DRAFT



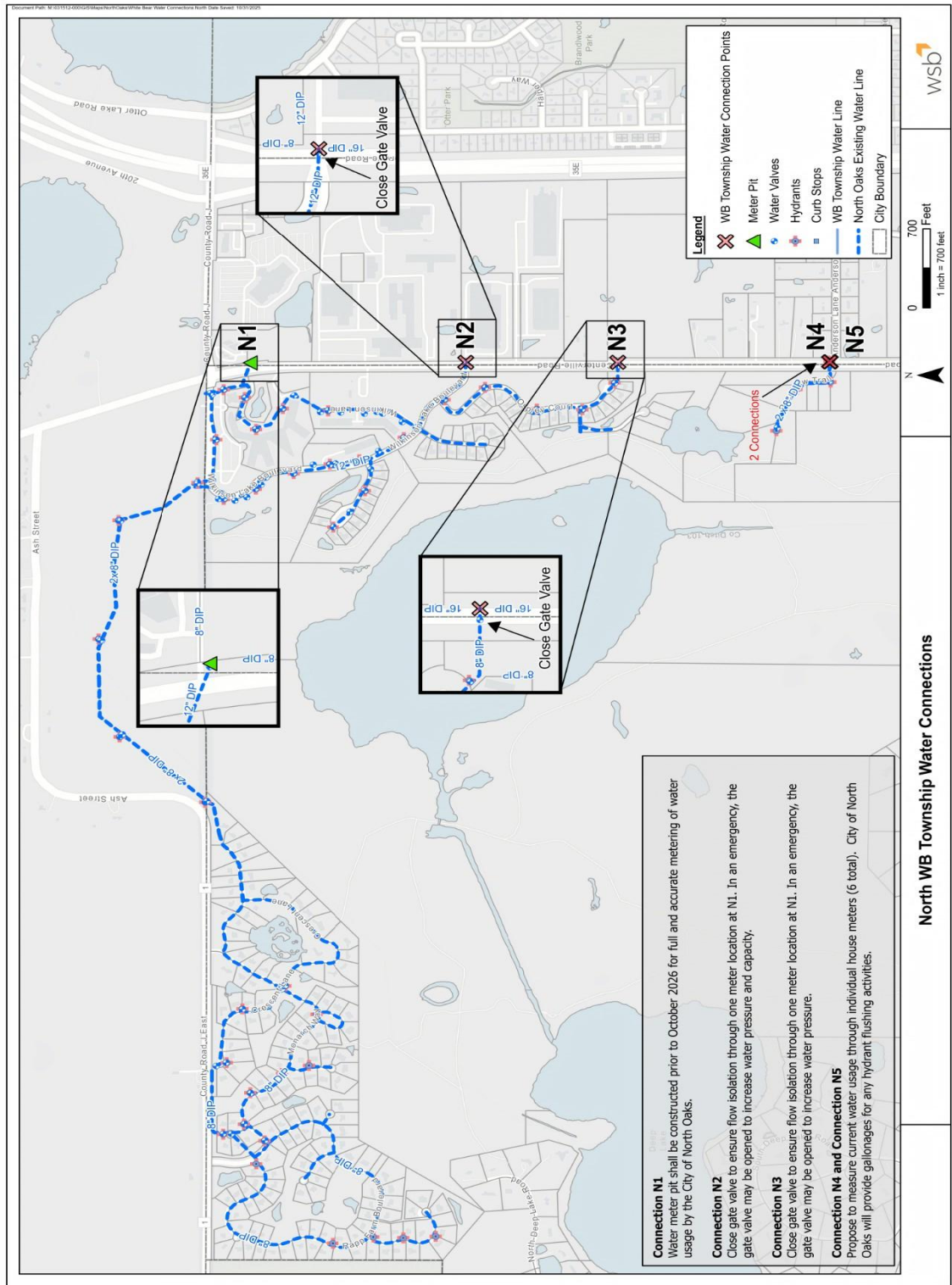
**EXHIBIT B
SETTLEMENT AGREEMENT**

[Settlement agreement to be provided by White Bear Township and inserted here.]

DRAFT

EXHIBIT C

• ADDITIONS TO THE EXISTING WATER SYSTEM

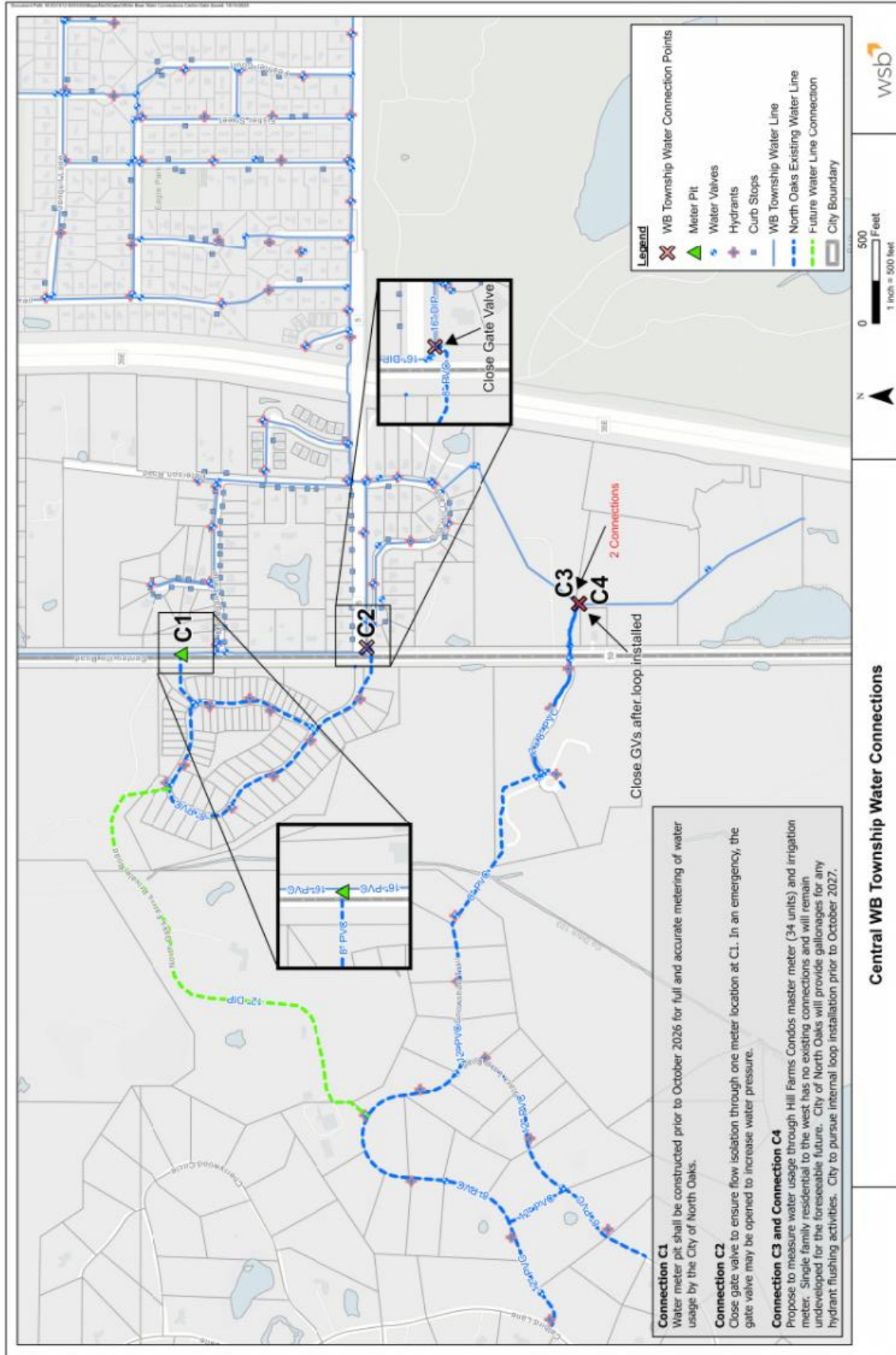


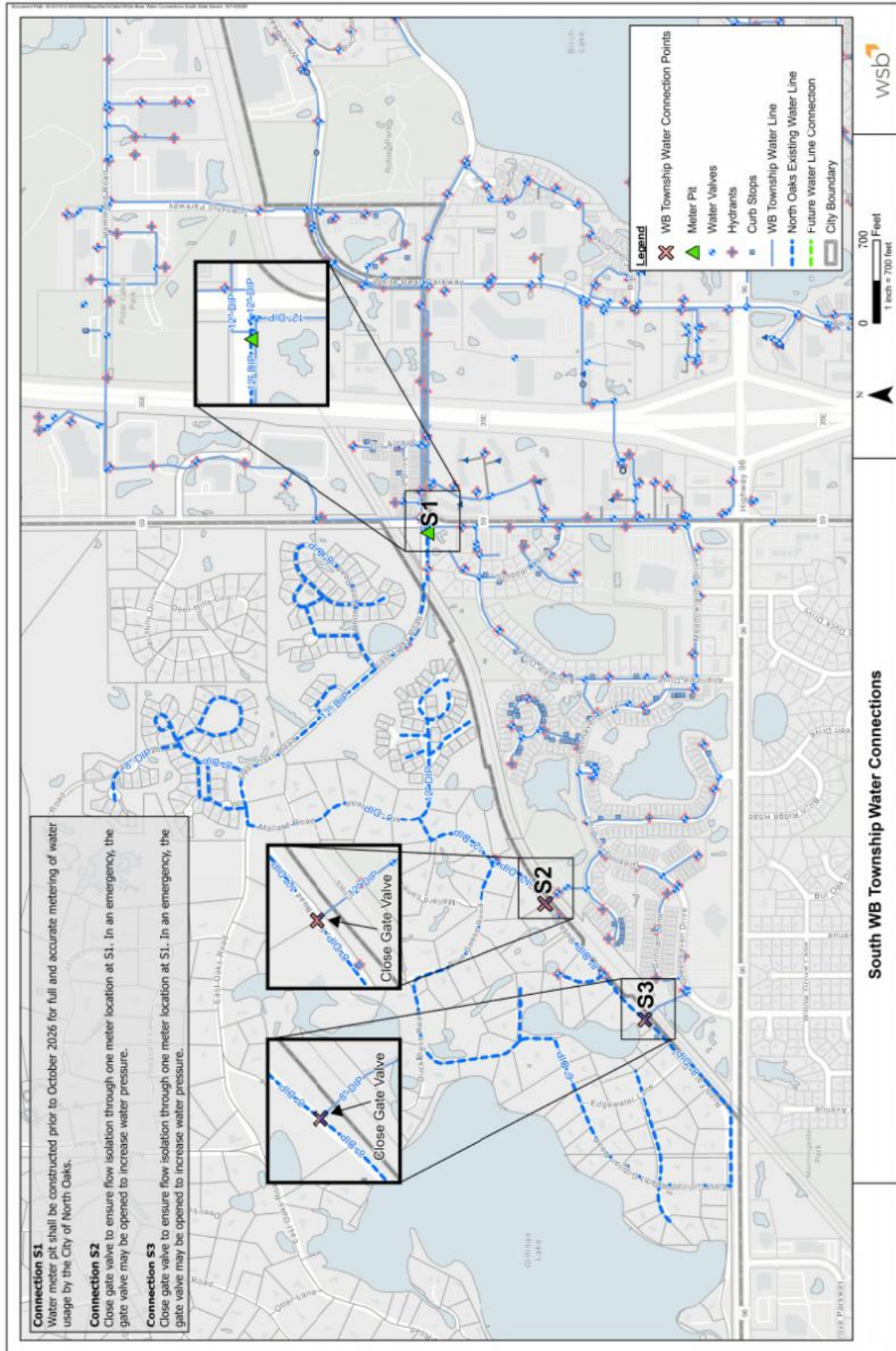
Connection N1
Water meter pit shall be constructed prior to October 2026 for full and accurate metering of water usage by the City of North Oaks.

Connection N2
Close gate valve to ensure flow isolation through one meter location at N1. In an emergency, the gate valve may be opened to increase water pressure and capacity.

Connection N3
Close gate valve to ensure flow isolation through one meter location at N1. In an emergency, the gate valve may be opened to increase water pressure.

Connection N4 and Connection N5
Propose to measure current water usage through individual house meters (6 total). City of North Oaks will provide gallonages for any hydrant flushing activities.





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

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

RECITALS

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

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

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

WHEREAS, the Town provides water to North Oaks through a connection point (“Town Water Delivery Point”) located approximately 280 feet south of the intersection of Centerville Road and Wilkinson Lake Boulevard/Ash Street;

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

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

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

PURPOSE

Minnesota Statutes Section 471.59 provides that two or more governmental units, by agreement entered through action of their governing bodies, may jointly, or cooperatively, exercise any power, to the contracting parties or any similar powers including those which are the same

except for the territorial limits within which they are exercised. Here, as outlined herein, the Town, Lino Lakes, and North Oaks enter into this agreement for the purpose of providing water and sanitary sewer services to property located within Lino Lakes.

DEFINITIONS

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

1. Town Water Delivery Point. The connection point between the Town Water System and the North Oaks Water System located approximately 280 feet south of south of the intersection of Centerville Road and Wilkinson Lake Boulevard/Ash Street as shown on Exhibit A.
2. North Oaks Water System. The water system operated and maintained by the City of North Oaks in conjunction with the North Oaks Company, including all pipes and related infrastructure, that provides water from the Town Delivery Point, through Lino Lakes, and to properties located within the Rapp Farm Development.
3. North Oaks Sewer System. The sewer system operated and maintained by the City of North Oaks in conjunction with the North Oaks Company, including a lift station, pipes, and other sewer infrastructure, that provides sewer service from the Centerville Trunk Line through Lino Lakes and to properties located within the Rapp Farm Development.
4. Rapp Farm Water System. That portion of the North Oaks Water System from the point that the North Oaks Water System connects to the westernmost meter in Lino Lakes that meters water entering the Wilkinson Waters Water System.
5. Rapp Farm Sewer System. That portion of the North Oaks Sewer System west of the westernmost point where the Wilkinson Waters Sewer System connects into the North Oaks Sewer System via a proposed manhole.
6. Town Sewer System. The sanitary sewer system owned, operated, and maintained by the Town including the Centerville Trunk Line.
7. Town Water System. The water system owned, operated, and maintained by the Town starting at the Town Water Delivery Point.
8. Wilkinson Waters Sewer System. The sanitary sewer system owned by Lino Lakes that provides sewer services to the Wilkinson Waters Development starting at its connection point(s) with the North Oaks Sewer System.
9. Wilkinson Waters Water System. The water system owned by Lino Lakes that provides water to the Wilkinson Waters Development starting at its connection point(s) with the North Oaks Water System inside the large capacity water meters located in Lino Lakes.

AGREEMENT

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

I. The Town Duties and Responsibilities

- A. The Town will provide potable water to the Town Delivery Point which will then be conveyed to the properties in the Project Area located within the City of Lino Lakes through the North Oaks Water System to the Wilkinson Waters Water System. All water provided to the Project Area shall pass through large capacity water meters which will be installed in Lino Lakes to measure all water that is provided to the Project Area. The Town will sell to Lino Lakes water at a rate equal to 125% of the Tier One Residential Water Rate as adopted by the Town as said rate is adjusted from time to time. This rate will remain effective until the Town notifies Lino Lakes in writing of a change in said rate, at which time the rate will become effective.
- B. The Town agrees to maintain its water infrastructure located within the Town at its sole expense.
- C. The Town shall provide Lino Lakes with a quarterly statement for the total water use charge for water provided to the Project Area within a reasonable time after the first day of March, June, September, and December of each year. The Town shall provide North Oaks with a copy of the quarterly statement provided to Lino Lakes, and will adjust any quarterly water usage and billing statements between the Town and North Oaks (as agreed under a separate agreement for water/sewer service between the Town and North Oaks) to reflect a deduction equal to the Lino Lakes usage.
- D. The Town agrees that the properties located within the Project Area will be connected to the Lino Lakes Sanitary Sewer System in Lino Lakes, which in turn connects to the Centerville Trunk Line via the North Oaks Sewer System, and then ultimately connects to the Metropolitan Council's regional interceptor. The Town agrees to maintain the Town Sewer System. The Town further agrees to allow future connections from properties in the Project Area to the Town Sewer System through the North Oaks Sewer System and to convey sanitary sewer waste to the Metropolitan Council regional interceptor through the Town Sewer System.

II. Lino Lakes Duties and Responsibilities.

- A. Construction of Water Facilities and Billing from the Town.
 - a. Lino Lakes, through the developer, shall construct large capacity water meters located within meter pits to be constructed in the Project Area at the locations shown on Exhibit C attached hereto. Ownership, repair, and maintenance of the water meters and meter pits identified on Exhibit C shall be the responsibility of Lino Lakes. Said meters shall be read by Lino Lakes

personnel by the 15th day of February, May, August, and November of each year for the purpose of determining water use. Lino Lakes shall then report said water usage to the Town not later than the 21st day of the month in which the reading was recorded. A copy of this report shall be sent simultaneously to North Oaks.

If additional development occurs within the Project Area that requires additional connections by Lino Lakes to the North Oaks Sewer or Water Systems beyond what is shown on Exhibit C, this JPA and its exhibits shall be amended to reflect such additional connections before such connections may be made.

- b. Quarterly billing statements shall be due and payable within 30 days of receipt of the statement from the Town.
- c. In no event shall Lino Lakes extend water service to residences located within Lino Lakes but outside the Project Area unless the Town and North Oaks agrees in writing to the extension of services beyond the Project Area.

B. Billing

- a. Lino Lakes, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user within the Project Area for water use. The Town shall have no responsibility to bill or collect any outstanding invoices due from properties served by water provided by the Town.
- b. Lino Lakes, at its sole expense, shall be responsible for creating and maintaining a billing system to bill each user for sanitary sewer use. The Town shall have no responsibility to bill or collect any outstanding invoices due from residences served by the system.
- c. Nothing herein shall prevent Lino Lakes from charging users within Lino Lakes additional fees for water and sanitary sewer service that Lino Lakes may retain to pay for capital improvements, repair and maintenance costs, or any other use, availability, or connection charges authorized by statute with respect to the Wilkinson Waters Water System and Wilkinson Waters Sewer System.

C. Lino Lakes Maintenance Requirements.

- a. Lino Lakes shall be solely responsible for maintenance of Wilkinson Waters Sewer System and the Wilkinson Waters Water System. Lino Lakes shall maintain the same in good working order in accordance with the American Waterworks Association standards for water mains and the Town's minimum standards for sanitary sewer lines. Lino Lakes shall report to

North Oaks' and the Town's Public Works Directors any defects which occur in the Wilkinson Waters Sewer or Water systems. Lino Lakes shall have an on-call contractor available on a 24-hour basis for repairs. North Oaks' and the Town's Public Works Directors, at either of the Directors' sole discretion, shall have the authority to designate any defect in the system as requiring emergency repair if it will have a significant impact on the use of the Town's water or sanitary sewer system by North Oaks or Town residents, or, if the defect will result in an unmonitored use of North Oaks' or Town's system. An unmonitored use of North Oaks' or the Town's system shall be defined as a water main break. In the event of an emergency, repair procedures shall be taken as soon as reasonably possible, and nothing herein shall prevent North Oaks or the Town from taking appropriate steps to protect the security of the North Oaks' or the Town's water or sewer systems and the health, safety, and welfare of North Oaks and/or Town residents. All repairs and maintenance for which Lino Lakes is responsible pursuant to the terms of this paragraph shall be completed in a reasonable time at the expense of Lino Lakes.

In the event water and sanitary sewer facilities lying within the boundaries of the Project Area require modification or replacement, Lino Lakes at its sole expense shall be responsible for preparing plans and specifications for said modifications or replacements which plans or specifications shall be approved by the North Oaks' and the Town's Public Works Directors prior to the start of construction.

D. Lino Lakes Responsibility for Portion of Operations and Maintenance Costs for North Oaks Water and Sewer Systems.

- a. In exchange for its ability to obtain water and sewer services from the Town through the North Oaks Water System and North Oaks Sewer System, Lino Lakes agrees to pay for fifty percent (50%) of the operation, maintenance, repair and replacement costs (the "Operating Expenses") incurred by North Oaks for the North Oaks Water and North Oaks Sewer systems, excluding any such costs attributable to the Rapp Farm Water and Sewer Systems.
- b. North Oaks shall track all such Operating Expenses and shall bill Lino Lakes quarterly for its share of the Operating Expenses. Lino Lakes shall pay such bills within thirty (30) days of receipt of such bill.

III. North Oaks Duties and Responsibilities.

- A. North Oaks agrees that water will be provided to the properties within the Project Area via the North Oaks Water System. North Oaks agrees to maintain, or cause a third party to maintain, the North Oaks Water System in good working order in accordance with the American Waterworks Association standards for water systems, and to provide Lino Lakes with a quarterly

statement indicating operation and maintenance costs for the North Oaks Water System, excluding any costs related to the Rapp Farm Water System.

- B. North Oaks agrees that the properties located within the Project Area will be connected to the Town Sewer System through the North Oaks Sewer System. North Oaks agrees to maintain, or cause a third party to maintain, the North Oaks Sewer System in good working order, and to provide Lino Lakes with a quarterly statement indicating operation and maintenance costs for the North Oaks Sewer System, excluding any costs related to the Rapp Farm Water System.
- C. All parties agree to provide notice to the other parties' public works director via email and/or voicemail prior to commencing any work on each party's water or sewer system if such work could impact water or sewer service provided to any party's residents served by its water or sewer system. Such notice shall be provided to the other party's Director of Public Works via email and/or phone call and shall be provided with sufficient time for the other party to take such actions as may be necessary to assess and respond to any impact to its residents.

IV. Effect of Settlement Agreement.

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

V. Miscellaneous Terms.

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

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

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

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

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

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

E. Notice. Any and all notices and demands relating to this Agreement shall be in writing and shall be validly given or made if served either personally or deposited in the United States Mail, and certified or registered, postage prepaid, return receipt requested. If such notice be served personally, service shall be conclusively deemed and made at the time of such personal service. The such notice or demand be served by registered mail or certified mail in the manner herein provided, and service shall be conclusively deemed made 48-hours after the deposit thereof in the United States Mail addressed to the party to whom such notice is to be given. Any notice or demand shall be addressed as follows, or to such other address as a party may provide the other parties in writing:

To the Town: Town Clerk
Town of White Bear 1281 Hammond Road

White Bear Township, MN 55110

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

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

- F. Amendments. No modification or amendment to this Agreement shall be effective until such time as the proposed modification or amendment is approved by the Town Board of the Town and the City Councils of Lino Lakes and North Oaks.
- G. Non-waiver. Any failure to raise a breach or non-performance of any term of this Agreement at the time the breach or non-performance occurs shall not act as a waiver of said breach or non-performance. The non-breaching party shall have the right to raise the breach or non-performance at any time in the future. All obligation of this Agreement shall continue up to and include the date of termination by either party.
- H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.
- I. No Impact on White Bear Township/North Oaks Joint Powers Agreement. The Parties agree that the purpose of this Agreement is to outline the terms and conditions related to providing water and sewer service to the properties located in the Project Area. The Parties acknowledge that the Town provides water and sewer service to North Oaks via the Rapp Farm Water and Sewer Systems that is governed by a separate Joint Powers Agreement. Nothing in this Agreement is intended to modify or supersede any of the terms of that Agreement, with the exception of the North Oaks Water and Sewer System maintenance cost obligations imposed on Lino Lakes by this Agreement and the requirements imposed on Lino Lakes related to the Wilkinson Waters Water and Sewer Systems.
- J. No Third Party Recourse. Third parties shall have no recourse against the Town, Lino Lakes, or North Oaks under this Agreement.

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

TOWN OF WHITE BEAR

Dated: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Clerk

CITY OF LINO LAKES

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Clerk

Exhibit A

Depiction of the Project Area

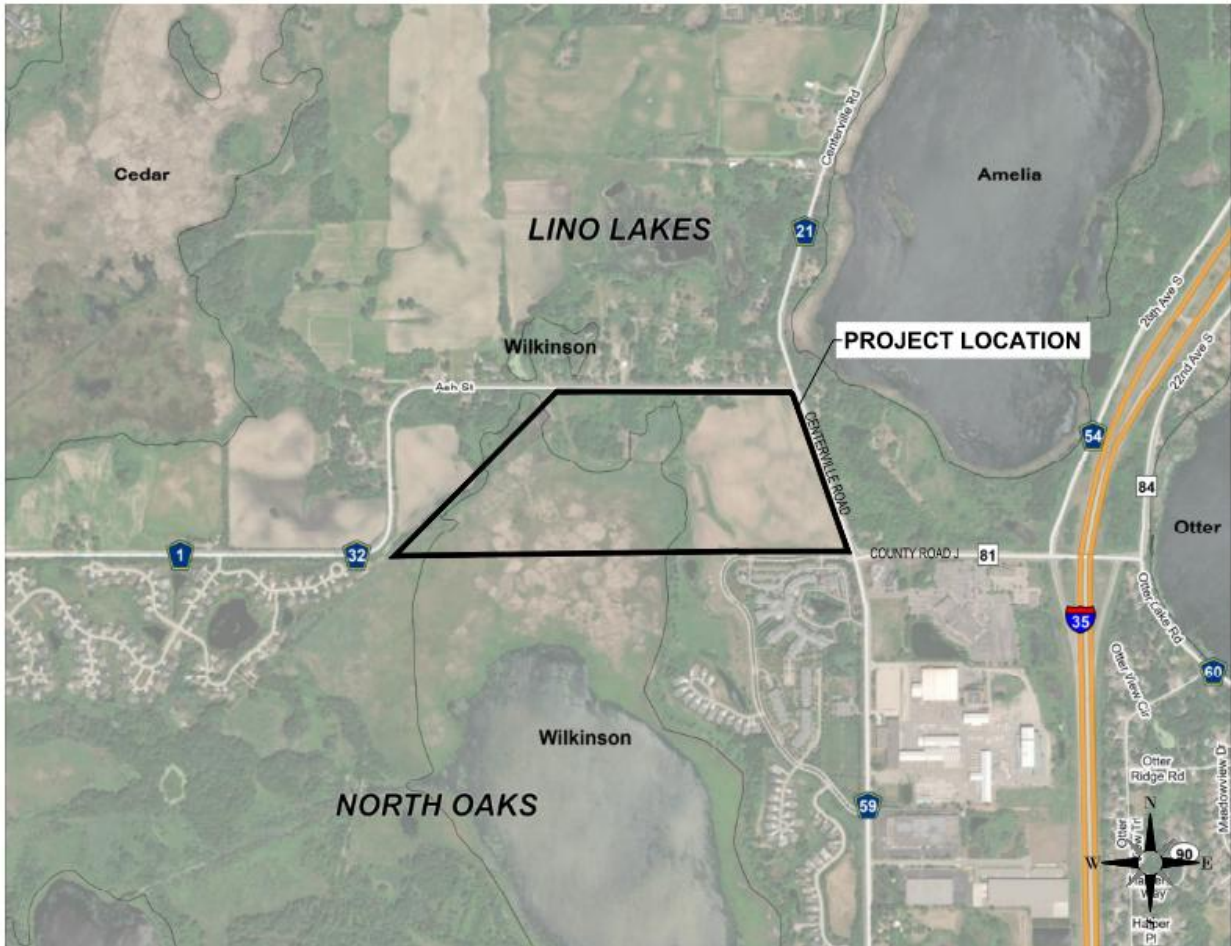


Exhibit B

Legal Description of the Project Area

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

AND

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

AND

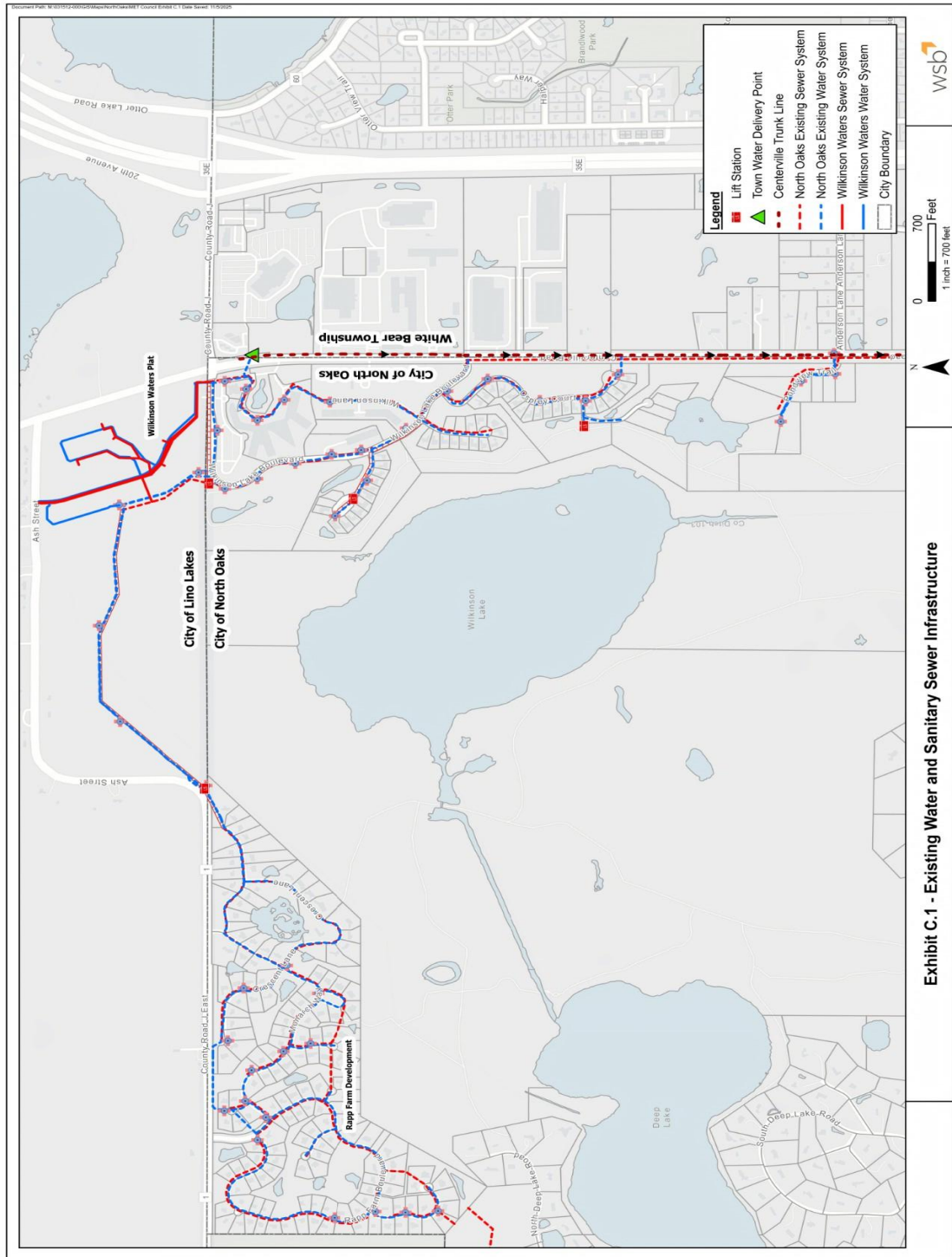
Except the South 300 feet thereof, and except the North 170 feet of the South 470 feet of the East 210 feet thereof of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) and Except the South 470 feet of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW1/4 of SE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

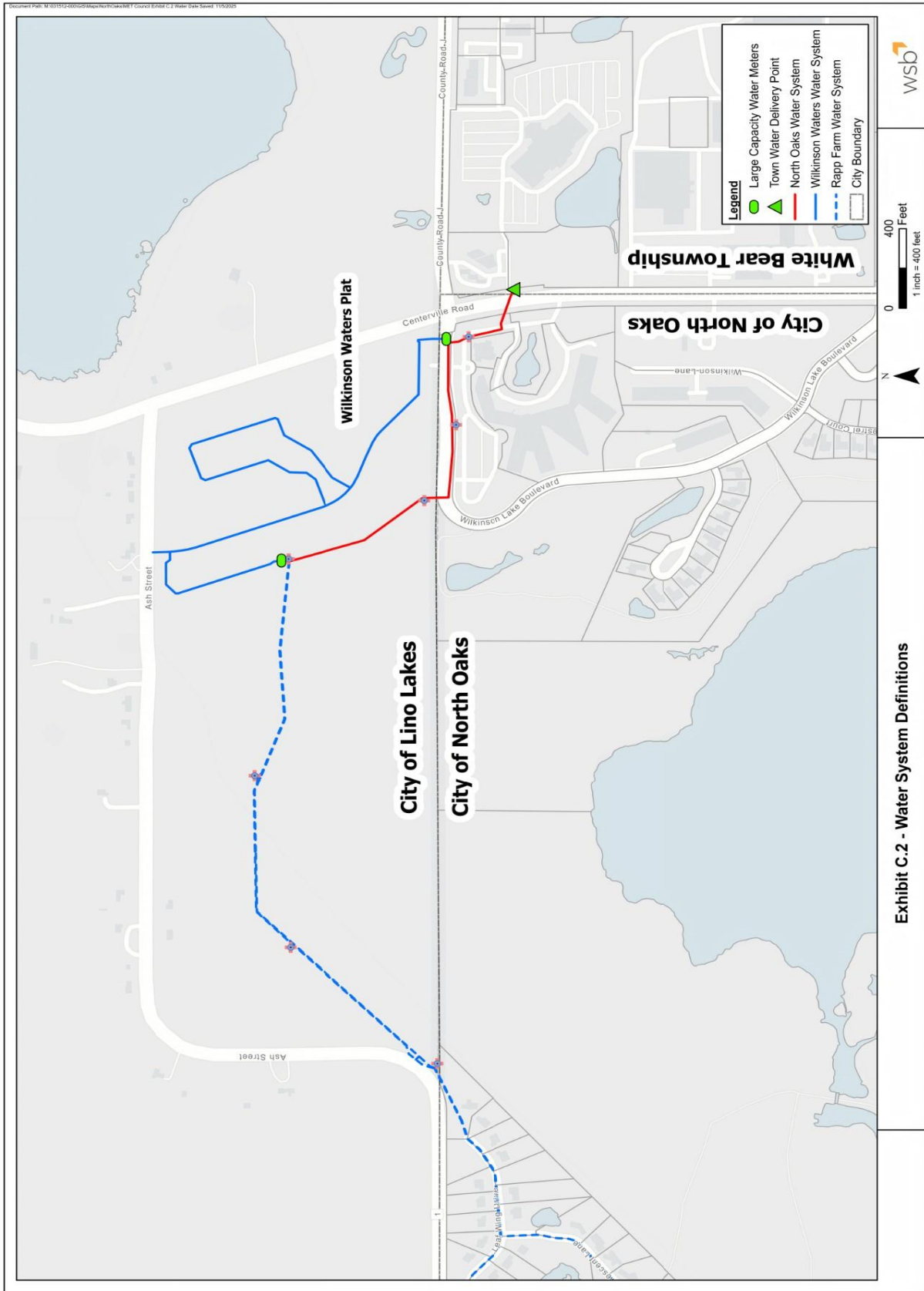
AND

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

Exhibit C

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





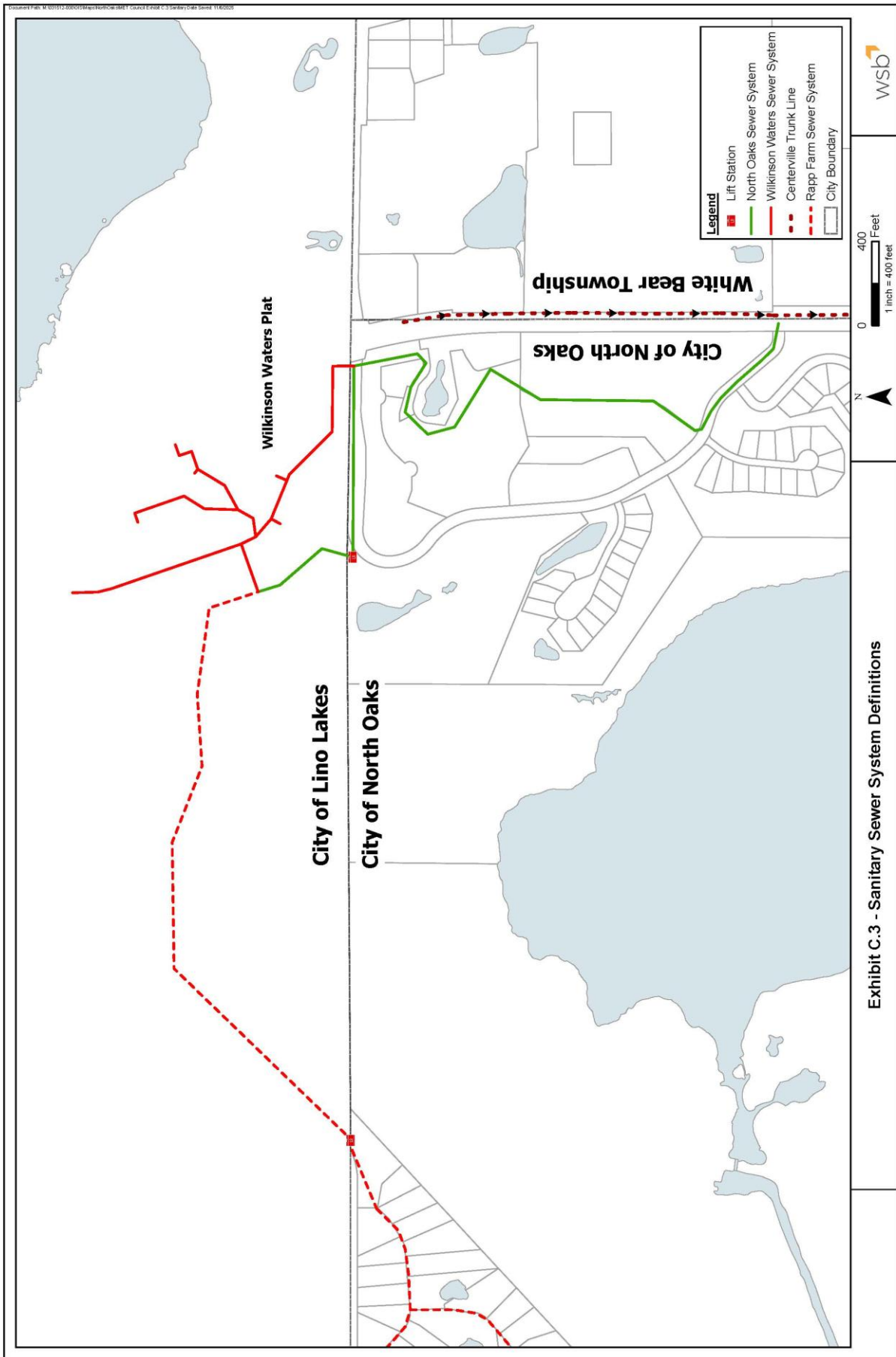


Exhibit C.3 - Sanitary Sewer System Definitions



Exhibit D

Settlement Agreement

DRAFT

Memorandum

TO: City Council

FROM: Kevin Kress, City Administrator
Sara Shah, City Councilor

DATE: November 13, 2025

SUBJECT: Pleasant Lake Beach Task Force Update

AGENDA ITEM: 8b.

SECTION: UNFINISHED BUSINESS

REQUESTED MOTION

- To receive update from Chair of Pleasant Lake Beach Task Force from their 11/13/2025 meeting.
- To review and provide preliminary Council input on the proposal and scope of services from Barr Engineering, outside Water specialist, for their assistance in researching Pleasant Lake beach and water concerns.
- Any feedback on the proposal from Council to be brought back to the task force.

BACKGROUND

- At the August 15th 2025 City Council meeting, City Council approved a Joint Resolution with NOHOA committing to assist in the betterment of Pleasant Lake Beach for its residents. Councilor Sara Shah was appointed as the City Council liaison on this Task force via approved motion under Consent agenda item 6d.
- At the September 11, 2025 Council meeting, Councilor Shah noted they were gathering key parties and working to schedule a kick off meeting.
- The initial task force meeting was held on September 25, 2025 at City Hall. Participants included: Councilor Shah, Administrator Kress, NOHOA Board President Andrew Hawkins, NOHOA Board member Julia Hupperts, Susan Miller, and Don Pereira from North Oaks Company.

- After several conversation our partners at VLAWMO have strongly advised that the Task Force hire a professional water quality specialist to help navigate through this complex issue. This professional would bring the technical background and knowledge to help navigate the Task Force.
- The Task Force agreed the first critical step would be to seek authority from NOHOA and City Council to hire a professional water quality specialist.
- Councilor Shah attended the 10/3 NOHOA Board Working Session to provide an update on the Pleasant Beach Task Force. The NOHOA Board authorized funding to proceed with the water quality specialist.
- Once scope of services are outlined with the consultant, the Task Force expects a phased approach will be outlined. At that juncture, the Task Force will return to the NOHOA Board and the City Council. At that time, funding will be discussed moving forward.
- VLAWMO has also verbally committed to cost sharing (via MOU) and providing technical assistance once scope of services is outlined with the professional.
- The funding is anticipated to be a part of 2026 budget.
- [Received Proposal from Barr Engineering on 11/2/2025.](#)
- [Task Force preliminary review of the proposal on 11/13/2025. Proposal currently being reviewed by Public Safety Task force, City, NOHOA, VLAWMO and other parties for any changes required.](#)

BUDGET

Estimated Amount:	Funding Source:
\$xxxx 2026 Only – NOHOA 2025	General Fund
*** Under discussion at Task Force level	

RECOMMENDATION

It is recommended that the City Council set aside funding in 2026 for the Pleasant Lake Task Force. [Funding sources still being discussed by Task Force.](#)

ATTACHMENTS

[Pleasant Lake Management Plan Proposal FINAL](#)

November 3, 2025

Kevin Kress
City of North Oaks
100 Village Center Drive
Unit #230
North Oaks, MN 55127

Re: Proposal for Lake Management Plan – Pleasant Lake

Dear Mr. Kress:

Barr Engineering Co. is pleased to submit a proposal to the City of North Oaks (City) to develop a lake management plan for Pleasant Lake. This letter presents the scope of professional consulting services we will provide, including 1) our understanding of the project, 2) proposed work tasks, 3) schedule, and 4) cost estimate.

Project understanding

Pleasant Lake is a deep lake located in the City of North Oaks, outside of Saint Paul, Minnesota within the Vadnais Lake Area Water Management Organization (VLAWMO) boundary. Pleasant Lake has a surface area of 690 acres, and a maximum depth of 58 feet. It is operated by Saint Paul Regional Water Services and is part of the chain of lakes that transports drinking water from the Mississippi River to the McCarron's Water Treatment Plant. This significant role in Saint Paul's drinking water system, along with the presence of a private beach for North Oak's residents, makes Pleasant Lake a high priority waterbody.

VLAWMO has conducted regular monitoring in Pleasant Lake since 2020. Recent annual monitoring results show water quality in Pleasant Lake is of moderate quality, with chlorophyll-a and Secchi depth readings all meeting the MPCA's North Central Hardwood Forest deep lake eutrophication standards. However, total phosphorus levels have consistently been above MPCA's standard since regular monitoring began in 2020 and has caused Pleasant Lake to be listed on the MPCA's 303(d) list of impaired waterbodies for excess nutrients. Previous studies have identified high phosphorus loading from external sources, such as the Mississippi River and surrounding watershed, as well as internal loading, which is currently managed through an oxygen injection system. Additional concerns surrounding Pleasant Lake include aquatic invasive species (curly-leaf pondweed and Eurasian watermilfoil), fecal coliform and *e. Coli* bacteria, and swimmer's itch.

The City of North Oaks has requested a scope of work to develop a lake management plan for Pleasant Lake which addresses these concerns. The goal of the lake management plan is to develop a set of strategies to address issues and concerns identified by the City and the Beach Management Commission. To develop this plan, we envision completing the following steps:

Phase 1. Issues, Goals, and Data gaps

1. Work with the City and residents to develop and prioritize a list of issues
2. Review water quality and biological data to identify data and knowledge gaps for the lake
3. Based on the data review and issue prioritization, develop a list of goals and objectives

4. Develop a monitoring program with projected costs to fill data gaps

Phase 2. Data analysis, Modeling, Source Identification, and Management Actions (future scope)

1. For identified pollutants, develop a source assessment and reduction targets
2. Develop a lake response model (nutrients) or other water quality targets (bacteria)
3. Identify Best Management Practices (watershed and in-lake) to reduce pollutants to target levels
4. Develop management strategies, cost estimates, monitoring, and capital improvement plan
5. Develop written management plan

The scope of work for Phase 2 is highly dependent on the outcomes of the issue identification in Phase 1. Consequently, this proposal is for Phase 1 of the overall development of the lake management plan.

Scope

Barr will assist the City in developing a lake management plan for Pleasant Lake. Based on our project understanding, the plan will involve a conditions review including in-lake management such as aquatic plant management, internal loading strategies, ecological assessment, and bacteria management. If needed, a detailed watershed management plan including watershed runoff and water quality modeling will be completed within phase two of this scope of services. The scope of work for the Pleasant Lake management plan includes the following tasks.

Task 1 - Data Collection and Review

Task 1 includes a compilation and review of available data regarding existing conditions. This includes reviewing Pleasant Lake's history related to hydrology, water quality, aquatic vegetation, development, and recreational usage. Available information that will be reviewed includes the following:

- Previous monitoring reports and lake management plans
 - Annual Monitoring Report (2024)
 - Sustainable Lake Management Plan (2019)
- Aquatic vegetation surveys and management plans
 - Surveys from 2015, 2018, 2020, and 2023
- Recent water quality studies and data
 - Sedimentation and Internal Loading Study (2020)
 - Carp Management Report (2023)
 - Pleasant-Charley-Deep Retrofit Report (2015)
- Available hydrologic and water quality models
 - P8, SWMM, or other models including subwatersheds and GIS files

Deliverables

Current conditions summary including water quality, aquatic plants, sediments, and other relevant data

A list of data gaps based on the results of Task 2

Task 2 – Issue and Goal Identification

Following the review of existing data, Barr will work closely with the City of North Oaks, the Beach Commission and local residents to identify and summarize key issues affecting Pleasant Lake. To start, we will summarize findings from Task 1 to define the primary challenges and stressors impacting lake health based on the available data.

Next, we will work with the Beach Commission to summarize issues based on their experience around the lake. We will also hold a public meeting to systematically summarize perceived issues in the lake. Barr will meet with the City to discuss and prioritize these issues, confirming alignment with community concerns and regional water quality goals. Additional participation by VLAWMO, the North Oaks Homeowners Association, and Saint Paul Regional Water Services may be included at the request of the City. The outcome of this discussion will guide the development of objectives, goals, and a monitoring plan to fill data gaps. We anticipate the following meetings:

Meeting 1. City of North Oaks, VLAWMO, St. Paul Regional Water, and Beach Commission to discuss issues

Meeting 2. Public meeting to discuss issues

Meeting 3. City of North Oaks, VLAWMO and Beach Commission to develop goals and objectives

Deliverables

A technical memorandum summarizing prioritized issues, goals and objectives for the lake management plan, and data gaps.

Task 3– Monitoring Plan

Once the current data are summarized, issues are identified, and objectives are established for the lake management plan, a monitoring plan will be developed to fill critical data gaps. We recognize that some data may require a year or more to collect. However, many Phase 2 activities can continue while these data are collected. For example, if lake elevation data are not available and scheduled to be collected to support developing a water balance for the lake, an initial rating curve and water budget estimate can be used to begin the modeling process. Some data such as lake sediment phosphorus release rates can be collected early and used to support nutrient source identification.

We will work closely to develop a targeted monitoring plan to support the development of the lake management plan. During the development of the plan, we will discuss importance, costs, and alternatives for filling the data gap.

Deliverables

A technical memorandum summarizing priority monitoring activities including cost estimates and timeframe. A modeling and assessment approach for Phase 2 will be included.

Phase 2. Source Identification and Management Strategies

Source Identification, Lake Response, and Management Actions

Phase 2 of the project will focus on identifying sources of pollutants and lake stressors assessing their impact on the lake. Lake stressors may include factors other than nutrients or bacteria including aquatic invasive species, native aquatic plant management, fish management, muck, or other identified issues. The approach for the assessment will be highly dependent on the results of Phase 1 work. However, we envision the development of a watershed model (P8 or other water quality model; SWMM or other models as available) and a lake response model (mass balance model, finite difference model or a BATHTUB model). These tools help quantify source loads and required reductions to meet established management objectives. The results will inform recommendations for watershed or in-lake BMPs to support the City's lake management goals.

Additionally, during this phase, in-lake management activities will be assessed including aquatic plant conditions, fisheries health, shoreline conditions or other identified issues. Management actions will be developed to achieve objectives of the plan. For example, if minimal beach closures because of high bacteria counts are a goal, the plan process will identify both source reduction options and in-lake options such as silt curtains, beach aeration, or other treatments.

The development of the management plan will require close coordination with City of North Oaks staff, the Beach Commission, St. Paul Regional Water, and VLAWMO to ensure practices meet goals and regulations.

Lake Management Plan

Based on the results of the previously described work, Barr will prepare a report summarizing the Lake Management Plan for Pleasant Lake. The report will identify management objectives and potential actions/improvements to achieve the objectives that fall within the goals of City such as water quality improvements, revitalization of natural ecological conditions, source pollution reduction, and other initiatives aimed at land impacts and harm to water quality.

For the identified management activities, the report will indicate potential funding agent(s) and mechanism(s) which may include City funding or through lake association annual dues, VLAWMO grant programs, or other outside funding mechanisms. Information from recent monitoring reports and lake management plans will be summarized as part of the report. A final stakeholder meeting will be held to help educate the stakeholders with engagement of the plan.

Schedule

Activity	Completion Date
Data collection and review	December 31, 2025
Issue identification	December 1, 2025 – March 31, 2026
Meeting 1. Stakeholder Issues	December 2025
Meeting 2. Public issues	January 2026
Meeting 3. Goals and objectives	February 2026
Monitoring Plan	April 15, 2026

Budget

The table below outlines our proposed cost on a time and materials basis.

Table 1 Proposed project budget

Task	Labor subtotal	Expenses	Total fixed-fee cost
1. Data collection and review	\$5,000	--	\$5,000
2. Issue and goal identification	\$14,500	\$500	\$15,000
3. Monitoring plan	\$9,500	--	\$9,500
Total	\$29,000	\$500	\$29,500

Sincerely,

Nathan Campeau
 Principal/Vice President

Joe Bischoff
 Project Manager/Aquatic Ecologist

Memorandum

TO: City Council
DATE: November 10, 2025
SUBJECT: Approval of Engaging Outside Counsel Related to Response to Draft System Statements

AGENDA ITEM:

SECTION: NEW BUSINESS

Budgeted Amount: Estimated Amount: Funding Source:
N/A

REQUESTED MOTION The Council is asked to approve engagement of the Campbell Knutson law firm and attorneys Jared Shepherd and Corrine Heine to assist with representing the City of North Oaks in responding to the City’s recently received system statements, including representing the City in any hearing before the advisory committee or the state Office of Administrative Hearings (Court of Administrative Hearings).

INTRODUCTION The City of North Oaks received its 2025 System Statement on September 25, 2025. Since then, Staff have met with Metropolitan Council staff to discuss errors/inconsistencies in the system statement maps and forecast, and have also raised the City’s interest in having the option to connect more homes to the regional sewer system to address failing system statements in the community.

While discussions are ongoing, and it is possible that the City’s disagreement with the Metropolitan Council’s system statement may be resolved informally through discussion, state statutes provide that if a disagreement exists between the City and the Metropolitan Council regarding a system statement, the City must take certain steps to formally request a hearing regarding the disagreement within sixty (60) days from receipt of the system statement, or the statement becomes

final; when the City then goes to submit its comprehensive plan, the plan must be consistent with the system statement. In order to preserve the City's rights under Minn. Stat. Sec. 473.857, and because Kennedy & Graven represents the Metropolitan Council with respect to transportation related matters, the City is asked to approve engagement of outside counsel to represent it in its disagreement with the Metropolitan Council with respect to the draft system statement, including in any hearing or other contested proceeding. The Campbell Knutson law firm is currently representing another city in the metropolitan area in a similar disagreement with the Metropolitan Council regarding its system statement.

DISCUSSION The Council is asked to consider approval of engagement of outside counsel to represent the City with respect to any hearing to be held regarding the disagreement over the content of the City's system statement.

RECOMMENDATION Approve engagement of the Campbell Knutson law firm to represent the City with respect to the City's disagreement with the metropolitan council over its proposed system statement.

ATTACHMENTS n/a

October Month in Review

October 2025



Rehder Forestry Consulting

- We responded to homeowner calls with regards to tree concerns and provided tree care advice at 1 West Bay Ln, 32 East Pleasant Lake Rd, 9 Preserve Tr, and 13 Red Fox Rd
- All diseased oak trees have been marked and all notices have been sent out with Feb 1, 2026 deadlines.
- The city plans to continue the seedling give-away event in the Spring of 2026. Selections have been made for the trees that will be available through the DNR nursery seedling program. We hope to order 1600 seedlings and provide them to homeowners at the Arbor Day event as well as other City events.
- We plan to start on more EAB tree markings this winter when it is easy to diagnose the infestations.