CITY OF NORTH OAKS

Regular City Council Meeting City Council Meeting
Thursday, February 26, 2026
4:00 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: 893 8519 7681 or by joining the meeting via the following link: https://us02web.zoom.us/u/krRj5RBz6.*

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: Metro Tree and Crane

Mechanical Licenses for Approval: Binder Heating & Air; City Wide Mechanical, Inc.; Sedgwick Heating; Woodland Way, Inc. DBA Woodland Stoves & Fireplaces

6b. Approval of 2.12.2026 City Council Minutes
2.12.2026 Council minutes Draft.pdf

7. **Unfinished Business**

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

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

7c. Consideration and possible action on Two party Joint Powers Agreement between City of North Oaks and White Bear Township
JOINT POWERS AGREEMENT NO and WBT Dated 2.23.2026 FINAL.docx.pdf

8. New Business

8a. Consideration and Possible approval of License Plate Reader Program
North Oaks City Council ALPR presentation Feb 26 2026.pdf

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

9. Council Member Reports

10. City Administrator Reports

11. City Attorney Reports

12. Miscellaneous

13. Adjournment - *The next meeting of the City Council is Wednesday, March 25th, 2026 at 6:00 p.m.*

North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
February 12, 2026

1. CALL TO ORDER

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

2. ROLL CALL

Present: Mayor Krista Wolter, Councilors Grover Sayre and Mark Azman
Absent: Andrew Gaspard, Sara Shah
Staff Present: Administrator Kevin Kress, Attorney Bridget Nason, City Planner Kendra Lindahl and City Engineer Jupe Hale
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

- Gwynn Carver, 15 East Pleasant Lake Road, came to speak with concerns on the license plate reader program. She is looking for an update on the results of the 1 year license plate reader pilot program metrics and if a decision has been made to continue forward with it for 2026. She is hoping to see description of what objectives have been met, as well as any unintended consequences to the data collection. Wants to make sure there is clear and transparent communication, what policies are in place, and if this data was used in the recent ICE raid. Feel pertinent to ensure decisions are data driven, transparent, and community support driven. She would like to see a formal report, and data retention policy, and limits on access by federal agencies.
- Riki Banerjee, 30 Meadowlark Lane, would like to see Council join the Council for Safety and Stable Coalition. Would like North Oaks to consider joining it.
- Peter Hairston, 14 Red Fox Road, would like to express concern that the U.S. Constitution are honored and that no person is detained without legal due process and that no person is treated by Federal Government without due care. He feels that any agency that fails to provide property training should be held civilly liable, and /or in violation Minnesota or local laws be held liable.
- Ilya Berchanko, 2 Island Road, part of Planning Commission and Chair of public safety task force helping to coordinate LPR pilot program. The pilot program started on April 13th, 2025 and the contract has not yet been renewed. They are planning to put money in budget for 2026, looking to expand to all the entrances and bring proposal to Council for discussion on March 12th. In regard to the recent article suggesting the Ramsey County Sheriff's office (RCSO) was working with ICE, the reality is very different from the article. The RCSO does not collaborate with ICE. ICE does not have access to LPR. RCSO does not share data with any other agencies. Every time a search is conducted a log is created by deputies and investigators, and a valid reason is required. On January

14th 2026 15:00 hours RCSO responded to a FLOCK hit on a car which had entered our City related to theft, weapons, motor vehicle theft – deputies boxed the car and arrested 3 adult male and 1 juvenile male. No other agencies were involved. The RCSO undersheriff Ramacher was onsite because these individuals were involved in very bad things, and it was an important arrest.

5. APPROVAL OF AGENDA

- Kress suggested moving Items 10 – 13 to before 9b before the closed session to address all standard business first.

Motion by Sayre, seconded by Azman, to approve the agenda as amended.
Motion approved unanimously.

6. CONSENT AGENDA

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

6a. Licenses for Approval:
Arborist: A Tree Service, Inc.; Alliance Tree Care Inc.; Central MN Tree Service; Forest Stump Tree Service,
LLC; Hugo's Tree Care, Inc.; Morgan's Tree Service; Rainbow Tree Care; The Davey Tree Expert Company

Mechanical: Academy Heating and Air Inc.; Ares Holdings LLC DBA CMS/Nextech; Bonfe's Plumbing Heating & Air Service Inc; Centerpoint Energy Resource Corp DBA Centerpoint Energy Minnesota Gas; Glowing Hearth & Home; Heating & Cooling Two, Inc.; Hero Home Services LLC; Home Energy Center; Hurlburt Heating, Kirt's Mechanical; Cooling & Plumbing; Kramer Mechanical; Logan Companies; Ron's Mechanical; Schulties Plumbing, Inc.; Standard Heating & Air Conditioning; Swift Heating & Air Conditioning; Team Mechanical, Inc.

6b. Approval of Minutes of Regular City Council 1.15.2026 Meeting

6c. Approval of City Financials

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

7. PETITIONS, REQUESTS & COMMUNICATIONS

7a. Deputy Craig Lydon Report

- The January 2026 monthly safety report is included his report under item 13b. Miscellaneous.
- Deputy Lydon stated that they were not aware of the prior ICE on 12/26 so they were not aware of that incident.

- Deputy Lydon shared a clarification related to inaccurate information in the recent issue North Oaks news article. Contrary to the what the article suggested, he clarified that RCSO does NOT collaborate with Immigration and Customs Enforcement and that LPR data is not shared with that agency or any other agency outside of RCSO. He also clarified that the law enforcement action in the Spring Farm Road area on 1/14/26 was related to a local criminal investigation of theft from auto, credit card fraud, motor vehicle theft and weapons and it involved crimes committed within the city limits, NOT related to immigration enforcement. This incident was conducted by solely by RCSO and did not involve officials from Immigration and Customs. Members of the Ramsey County Sherriff CAT team were the lead on this arrest using unmarked cars.
- There was a drunk driver on West Pleasant Lake Road, who damaged tree and mailbox, was arrested and sent to the hospital and charges pending based on lab results.
- There was a recent North Heights church burglarly in progress which brought a significant presence from RCSO, that members of the community inquired about.

7b. Legislative Update from Senator Heather Gustafson

- Senator Heather Gustafson shared a legislative update. This year is a policy-focused year. She is working on a property-tax relief bill and trying to get more public safety funding that would be given local control so cities could decide how to spend it.
- In 2023, North Oaks got $232,000 public safety funding and fire department funds. Working on a property tax relief bill and public safety similar to 2023.
- She noted that the housing bill will also likely come up again related to unified zoning across the state, but she will continue to oppose it because all nine of the cities she represents have expressed opposition to it.
- The biggest bill she worked on last session was a state-wide office of inspector general bill which is aimed at fraud-prevention. It was passed in the senate but currently sits in the house.
- She is also working on consumer protection bills and ways to support schools and business in the wake of the Immigrations and Customs Enforcement surge in the metro area.

8. UNFINISHED BUSINESS

- There is no unfinished business.

9. NEW BUSINESS

9a. Discussion and possible action on amending the City's annual calendar

- Kress noted they would like to add City Council meeting on 2/26 either at 4 or 5 p.m. to discussion 2026 Strategy session and a few other items. Councilors agreed to 4 p.m. start time.
- Kress also suggested amendment to the March City Council meeting due to accommodate travel schedules later in the month. Looking at a 6 p.m. start time either March 24-26th.

Motion by Sayre, seconded by Azman, approves adding February 26th at 4:00 p.m. and March 26th at 6:00 p.m. to the City Council calendar. Motion carried unanimously by roll call vote.

****Items 10-13 below shifted up to before the 9b. Closed session.**

10. COUNCIL MEMBER REPORTS

- Azman noted no significant updates to Fire Board, and Sayre noted they are hard at work on potential City Hall location.
- Mayor Wolter noted that on Friday 2/13 at Caribou coffee from 8 – 9 a.m. is Coffee with a cop event. Encourage residents to stop by to visit with Ramsey County Sherriff's office.

11. CITY ADMINISTRATOR REPORTS

- Administrator Kress nothing further to report.
- City Engineer Jupe Hale gave an update on Engineering activities over the last month. He has been largely focused on maintaining municipal water service with emphasis on a proposed amended JPA with White Bear Township and adjusting meter pit locations. He has also been continuing work on a city-wide water service modeling and the feasibility of different options from various sources. Also working on supporting efforts to petition Met Council to allow connection to their interceptor sewer system. Finally, he has been working with NOHOA on their policies related to operation clear view and sightlines on street corners.
- Wolter thanked Hale for their efforts to reduce the meter pit request from 12-meter pits down to 5-meter pits.

12. CITY ATTORNEY REPORTS

- Attorney Nason nothing to report.

13. MISCELLANEOUS

- The City Forester monthly report for January 2026 was included in the packet.
- Deputy Lydon Public Safety Report – January 2026

9b. Closed session pursuant to Minnesota Statutes Section 13D.05, subd. 3(b) and attorney-client privilege regarding *Knute Development, LLC v. White Bear Township, City of North Oaks.*

- Mayor Wolter moving to Closed session to discuss the above topic.

Motion by Sayre, seconded by Azman, to enter to closed session at 7:37 p.m. to discuss Knute Development LLC v White Bear Township, City of North Oaks.
Motion carried unanimously by roll call vote.

- Council met in closed session.

Motion by Azman, seconded by Sayre, to reopen session at 8:09 a.m.
Motion carried unanimously by roll call vote.

14. ADJOURNMENT

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

MOTION by Sayre, seconded by Azman, to adjourn meeting at 8:09 p.m. Motion carried unanimously.

_____ _____

Kevin Kress, City Administrator Krista Wolter, Mayor

Date approved_____

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

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

RECITALS

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

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

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

PURPOSE

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

AGREEMENT

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

I. Definitions.

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

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

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

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

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

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

II. Town Duties and Responsibilities

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

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

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

B. Sanitary Sewer to be Provided to Certain North Oaks Properties. The Town agrees to provide sanitary sewer waste collection to certain properties located within the City of North

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

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

III. City Obligations

A. Billing and Payment.

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

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

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

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

B. City Water System Maintenance Requirements.

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

on-call employee or contractor available on a 24-hour basis for City Water System repairs.

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

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

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

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

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

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

5. Once the unmetered valves are ready to be closed, City shall notify the Town Public Works on call staff and meet on-site to close the unmetered valves and agree on the number of hours the unmetered valves were open. Regardless of the emergency or repair, the Town Public Works director or their designee shall be notified and must be afforded the opportunity to be on-site for any opening or closing of any unmetered valves at N1-N5, C1-C4, or S1-S3. The Town agrees to make the Town Public Works Director or their designee available for

unmetered valve openings or shutoffs within four (4) hours of the City's request. If the Town Public Works Director or their designee is unavailable to meet for the unmetered valve opening or closing, the City may open or close the unmetered valve without the Town Public Works Director or their designee present; in such instance, the City will provide photos or videos to the Town documenting the opening or closing of unmetered valve. The Town may waive the requirement to be present for any unmetered valve opening or closing in writing, including via e-mail or text message.

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

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

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

The Town and City agree not to charge each other for routine inspections and valve checks.

C. Compliance with Settlement Agreement Terms.

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

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

D. City Sanitary Sewer System Maintenance Requirements.

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

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

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

E. Installation of Water Meters and Alternative Water Main.

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

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

   Following installation, ownership and maintenance of the large capacity water meters shall be the responsibility of the City. Maintenance shall be completed in accordance with the manufacturer's maintenance specifications. The City shall provide calibration information and related information regarding its maintenance of the water meters upon request of the Town and at a minimum of twice per year (March and August). Town is hereby granted access to the water meters and may periodically inspect them as desired and will notify the City when the Town wishes to access the meters.

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

mailed to the City within fifteen calendar days after the end of each calendar quarter. Statements shall be due and payable on or before the first day of the second month following the billing period described in the statement.

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

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

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

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

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

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

consultant for the study and will bill the cost of the study to the City. If a DNR systemwide model is ordered, the City shall pay its proportional share based on the number of its users of the Town water system. It is recognized that the Town has made a significant investment into its water and sanitary sewer systems, including but not limited to wells, water treatment, lift stations, and water or sanitary system distribution piping. Any new user served by this system must pay their fair share to access this system. If the City desires to add additional users of the water or sanitary sewer systems served by the Town, the following protocol shall be followed:

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

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

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

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

IV. Term and Termination

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

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

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

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

amendments related to required capital improvements to the City water system or City sewer system.

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

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

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

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

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

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

WHITE BEAR TOWNSHIP

Dated: _____

By: _____
Its: Board Chair

By: _____
Its: Town Clerk

CITY OF NORTH OAKS

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Administrator/City Clerk

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

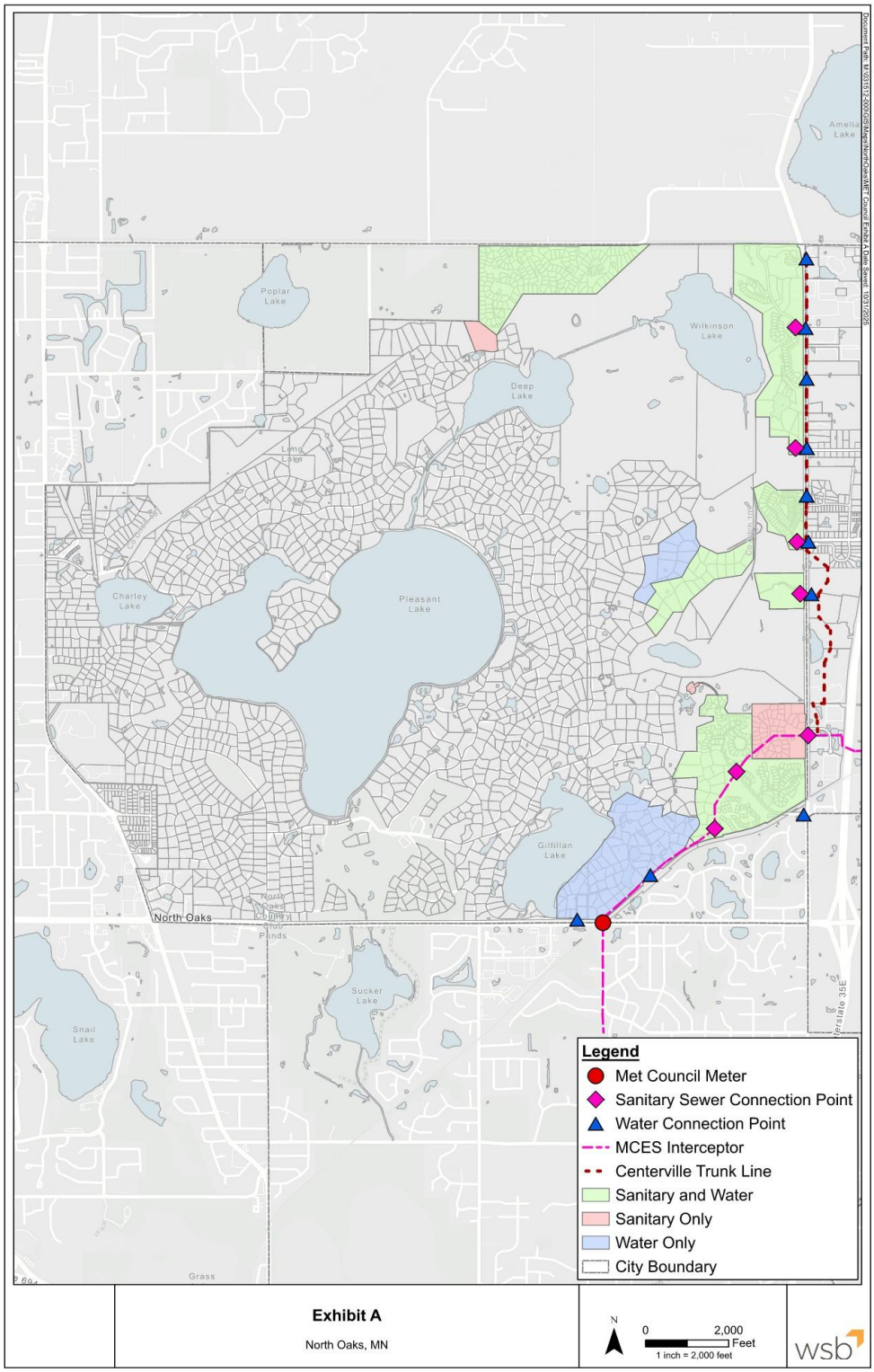
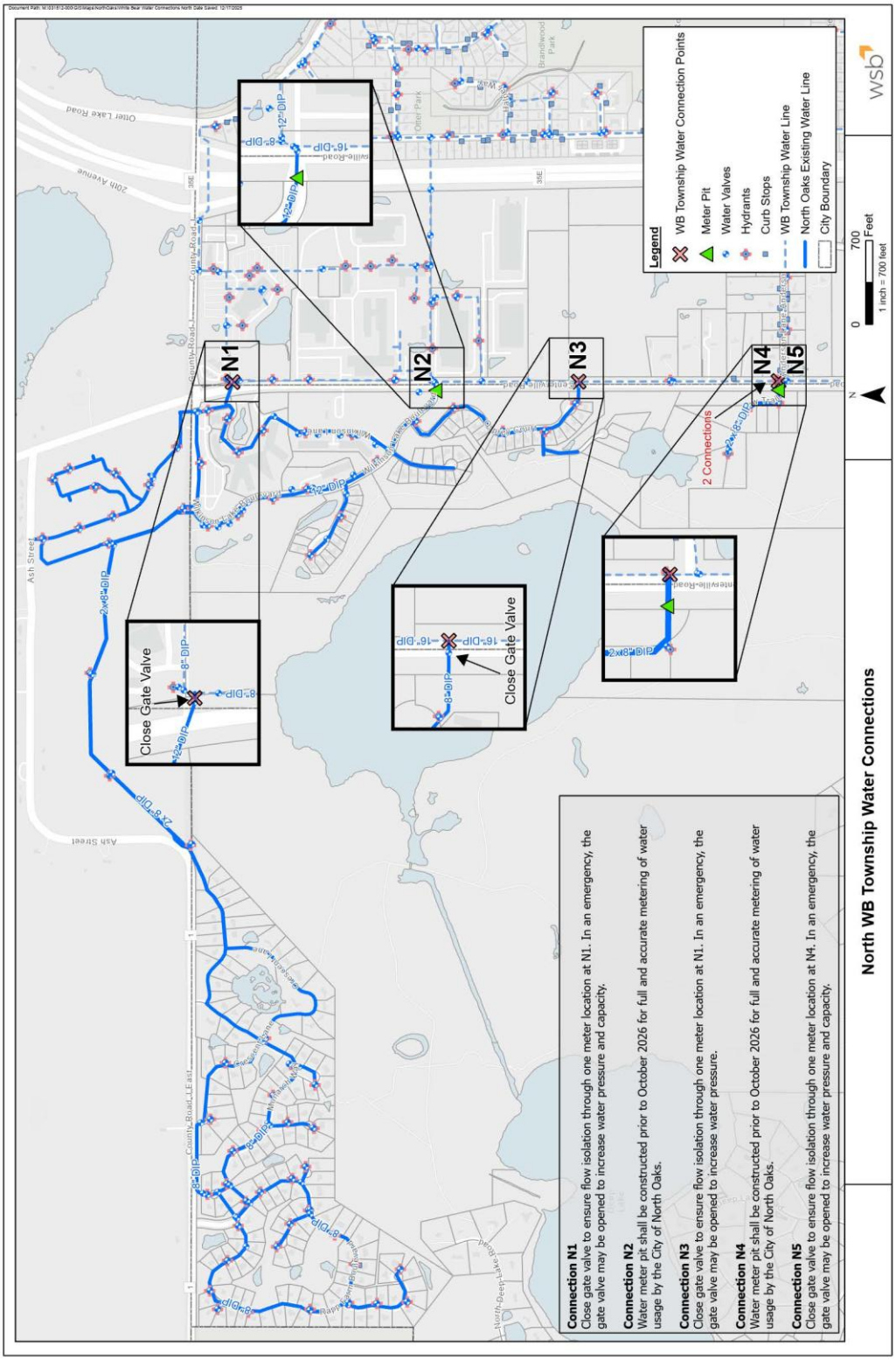


EXHIBIT B
ADDITIONS TO THE EXISTING WATER SYSTEM



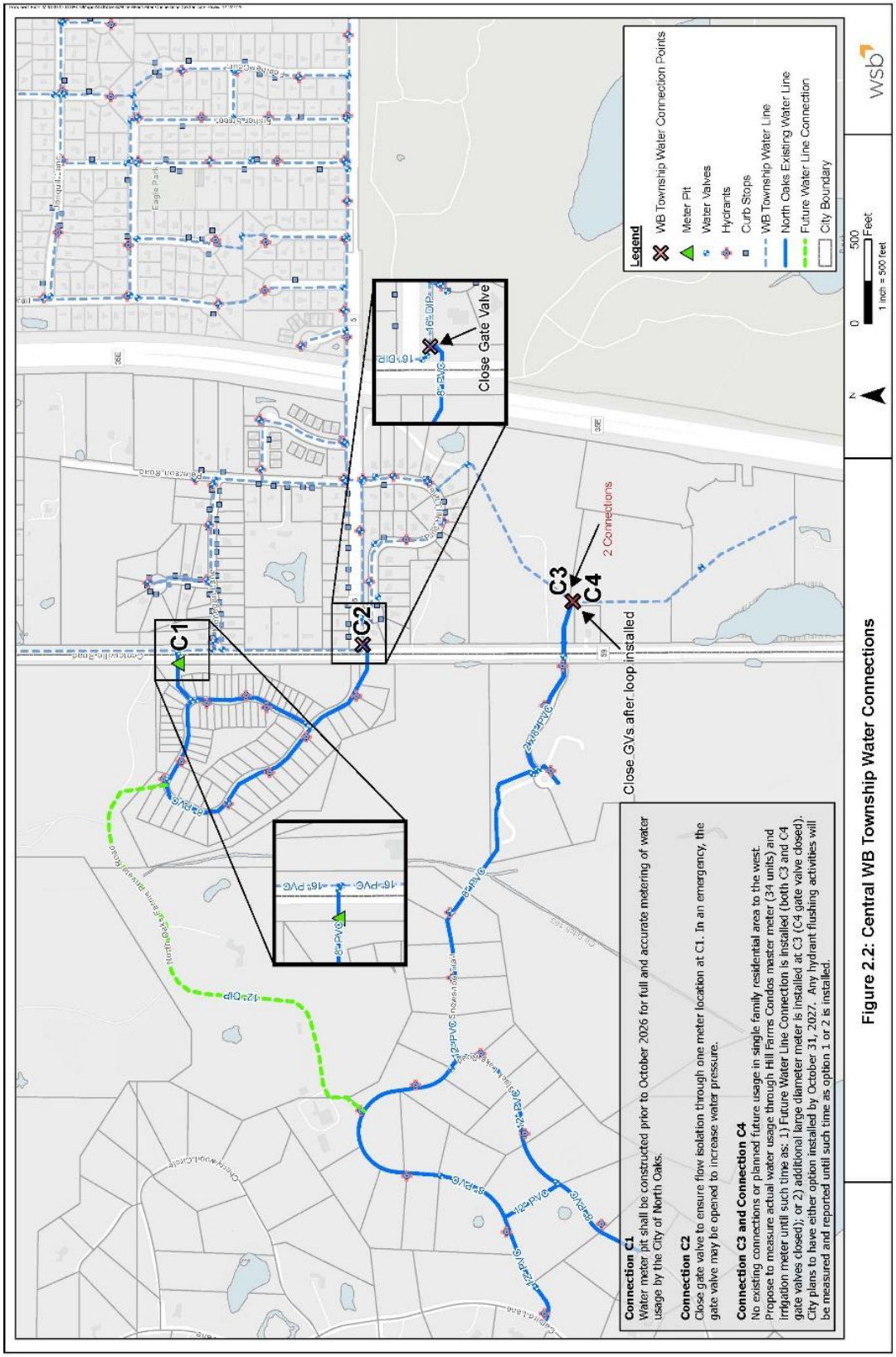
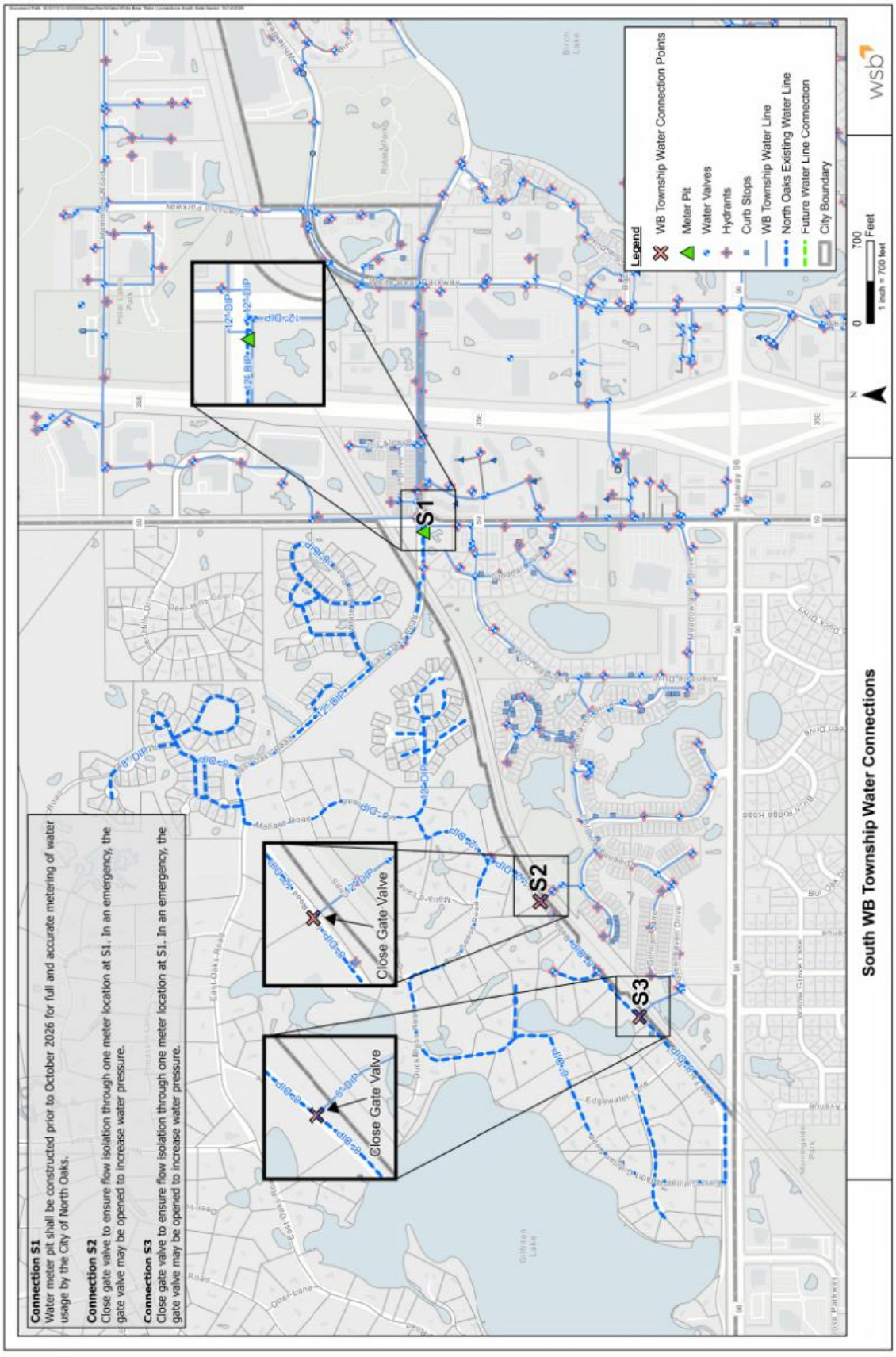


Figure 2.2: Central WB Township Water Connections


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

Automated License Plate Reader (ALPR) Pilot Update and Renewal Request

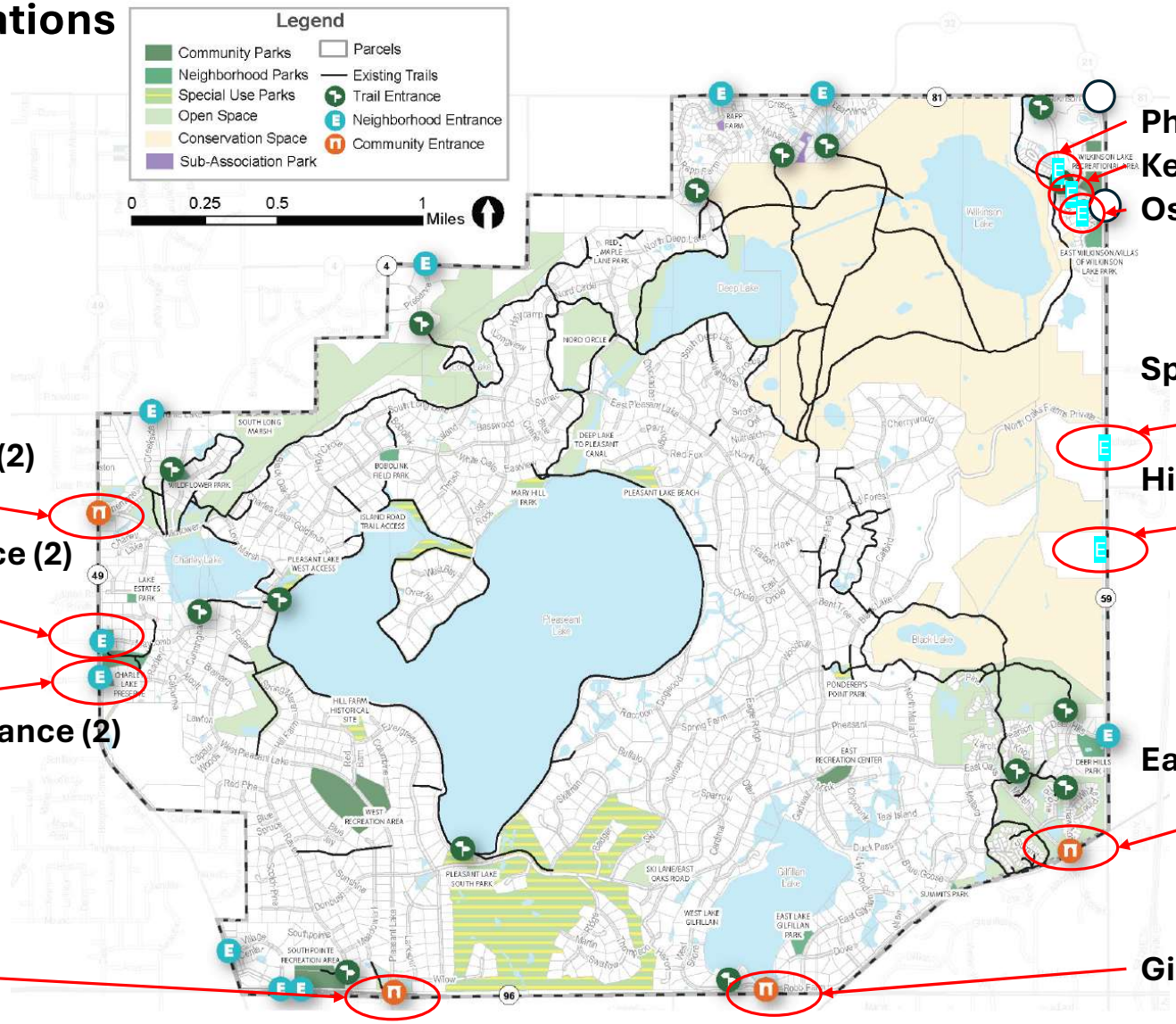
Public Safety Task Force

February 26th, 2026

ALPR Pilot Background

- February 2024
  - NOHOA Board approved its Resolution on “Improving the Safety of Residents of the City of North Oaks” requesting the City of North Oaks to conduct a Pilot ALPR and to identify three or more objective, measurable standards against which success of the Pilot can be ascertained.
  - The City response outlined 3 Key Performance Indicators (KPIs) provided by Ramsey County Sheriff’s Office (RCSO).
- November - December 2024
  - The City signed a contract and several amendments with ALPR vendor Flock:
    - 17 ALPRs at 11 North Oaks entrances.
    - The Terms of Agreement are 1 year starting on 04/14/2025.
    - The cost is $40,375 after a $13,175 discount (no installation fees).
  - The City signed several contracts with property owners to receive licenses to place ALPRs on their property.
    - NOHOA, Spring Farm, Hill Condominiums, Wilkinson Villas, Charley Lake Preserve.

ALPR Pilot locations



Phoebe Entrance (1)

Kestrel Entrance (1)

Osprey Entrance (1)

Spring Farm Entrance (1)

Hill Farm Entrance (1)

Wildflower Entrance (2)

Maycomb Ln. Entrance (2)

Cunningham Ln. Entrance (2)

East Oaks Entrance (2)

Main Entrance (2)

Gilfillan Entrance (2)

ALPR Pilot Data Retention and Access

- All right, title and interest in the North Oaks Data, belong to and are retained solely by the City of North Oaks.
- However, nobody in NOHOA/the City has access to the ALPR data.
- Only RCSO has access to the North Oaks ALPRs and ALPR data.
- RCSO does not share North Oaks ALPR data with any other local or Federal agencies.
  - RCSO does not collaborate with ICE and vice versa.
  - ICE does not have access to North Oaks ALPRs.
- Only Leadership (sergeant+), investigation units, and North Oaks Deputy have access to conduct a search.
- Every time a license plate search is conducted, a log is created.
- Retention time – 30 days unless there is an active investigation.

ALPR Pilot Key Performance Indicators (KPIs)

1. **Number of vehicles interdicted due to ALPR hits based on pre-identified criteria:**
    a) Stolen Vehicles
    b) Vehicles with registered owners that have active felony warrants

This metric will show the effectiveness of the ALPR cameras in preventing offenders from entering North Oaks without being stopped or arrested.

2. **Number of cases solved by using leads from ALPR cameras:**
    a) Burglaries b) Thefts
    c) Auto Thefts d) Robberies
    e) Speeding/reckless driving

This metric will determine the usefulness of the LPR's in aiding the clearance of cases that have occurred in North Oaks.

3. **Part I property crime stats for North Oaks compared to the same period the previous year:**
    a) Burglaries b) Larcenies
    c) Auto Thefts d) Arsons

This metric will show the actual outcome of incorporating the LPR's into the Sheriff's Office efforts to reduce property crime in North Oaks.

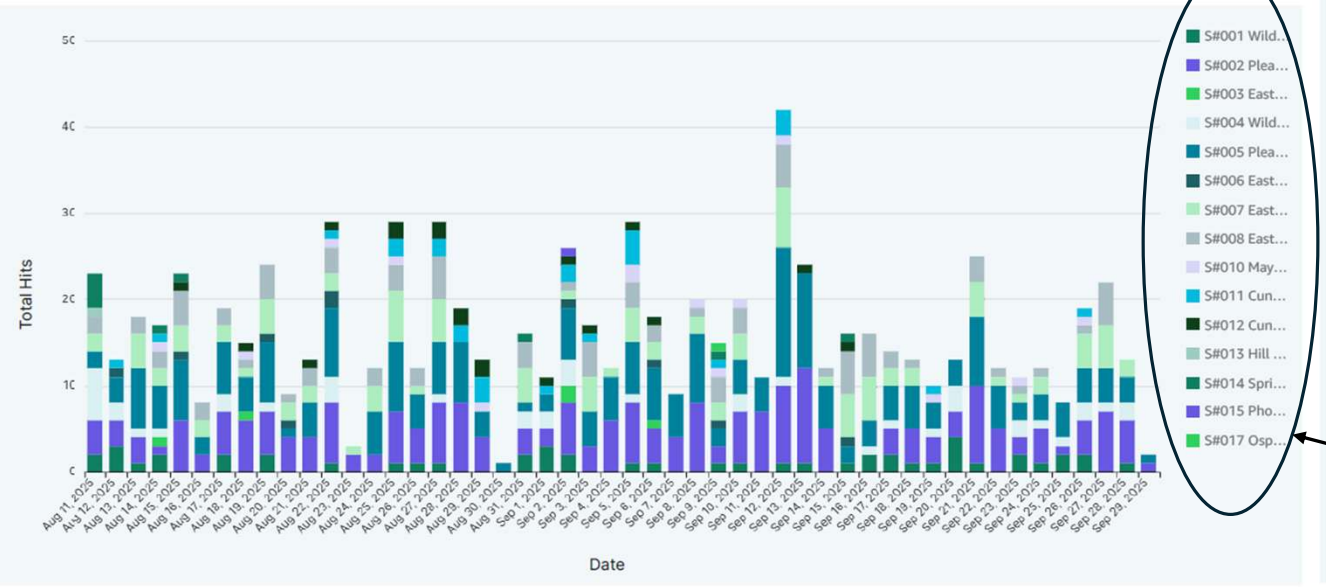
North Oaks Flock ALPR System – How Does It Work?

- Flock ALPR system takes a picture of the rear of the vehicle, analyzes it and captures the following details (even at night using NightVision):
  - License Plate, State, Vehicle Type (sedan/ pickup track etc.), Make, Model, Color.
- Flock ALPR cameras capture details on vehicles, not people.
  - Flock ALPR cameras only capture vehicle data. They do not collect personal information, perform facial recognition, or anything tied to individuals.
- Flock system generates real-time alerts that are received by RCSO sworn staff and Intelligence Unit:
  - Through connection to the National Crime Information Center (NCIC) system.
    - Revoked (license), Suspended (license), Criminal Vehicular Operation (CVO), Protection Order, National Sex Offenders, Keeping Our Police Safe, Stolen Vehicle, Warrants, etc.
  - Through custom RCSO hotlists:
    - Specific to North Oaks (e.g., Domestic Violence).
    - Non-specific to North Oaks.
- Authorized Users can search the system based on everyday language, such as “white sports car with a racing stripe” or “red pickup truck with a taillight damage.”
- Users have to specify a reason and a case number for their search.
  - Audit trail is created.

North Oaks ALPR Pilot Data Usage – typical example

August 11 - September 29, 2025

Total North Oaks alerts	NCIC North Oaks alerts	North Oaks Custom alerts	RCSO Custom alerts
Total Hotlist Alerts	Official Hotlist Alerts	Your Custom Hotlist Alerts	Other Custom Hotlist Alerts on Your Networks
2,669	2,661	1	7



Total North Oaks alerts by Topic

Total Alerts by Topic

Topic	Alerts
Revoked	1,924
Suspended	591
CVO* Revoked	109
National Sex Offender Registry	28
Non Owned Custom Hotlist Alert	7
Protection Order	6
Keeping Our Police Safe	2
Custom Hotlist Alert	1
Stolen Vehicle	1

* Criminal Vehicular Operation

North Oaks ALPRs

Total Number of Searches – 319

ALPR Pilot KPI #1. Number of vehicles interdicted due to ALPR alerts

Date	Incident Type	Details	Result
04/23/2025	Drunk driver	**Case # 25017956.** The BMW careened around the corner as it came flying into North Oaks. Deputy Craig Lydon was on routine patrol when he saw the silver SUV blow past him at a high rate of speed heading north on Pleasant Lake Road. He hit his emergency lights and attempted a traffic stop — but the18-year-old from Anoka behind the wheel of the BMW hit the gas and took off. Lydon pursued east on Pleasant Lake Road and then terminated out of concern for citizen safety. It was a busy day and people were out walking. Even though he was no longer being pursued, the driver continued. Recklessly. A grandmother and her two grandchildren had to jump out of the way of the BMW as it roared past. Fortunately, North Oaks neighbors helpfully pointed Deputy Lydon in the right direction. Once on the north side of Pleasant Lake, neighbors told deputies the suspect was headed down Island Road. And that's where he learned what a lot of people come to find out: It's easy to get into North Oaks — not so easy to get out. Deputies checked the Flock cameras to ensure the suspect had not left North Oaks and secured the exit routes and found the suspect on West Bay Lane — and his BMW. He told us he just wanted to "show it off." He did. And now it's on display in our impound lot.	Arrest.
7/24/2025	Violation of Order of Protection	**Case # 25035154.** Hodgson Rd /Wildflower way, Flock was used to locate Keeping Our Polics Safe (KOPS) alert vehicle for Court Order violation. Adult male arrested for Order for Protection (OFP) violation.	Arrest.
8/20/2025	Stolen Vehicle Alert	**Case # 25040378.** 10:15 am Stolen Vehicle alert at main entrance. Deputies searched the area with negative results. Later in day 21:10 – deputy recovered a stolen vehicle in the area of Nord Circle Road and Haycamp Road.	Stolen vehicle recovered.
1/6/2026	Stolen Vehicle	**Case #25062557.** Stolen Vehicle in Pleasant Lake entrance – Suspect captured.	Arrest.
1/14/2026	Flock Alert on Spring Fram	**Case #26002125.** On 01/14/2026 at 1521 hours, Ramsey County Sheriff's Deputies responded to a FLOCK hit related to a local/state criminal investigation in relation to theft from autos, credit card fraud, motor vehicle theft and weapons and it involved crimes committed within the city limits. Deputies were able to safely box a suspect vehicle in to prevent a pursuit from a known driver with a history of fleeing. This occurred in the city of North Oaks at Spring Farm Rd and Centerville Rd. Deputies arrested 3 adult males and 1 juvenile male. No other agencies assisted or were involved. This case is an open and active criminal investigation.	Arrest.

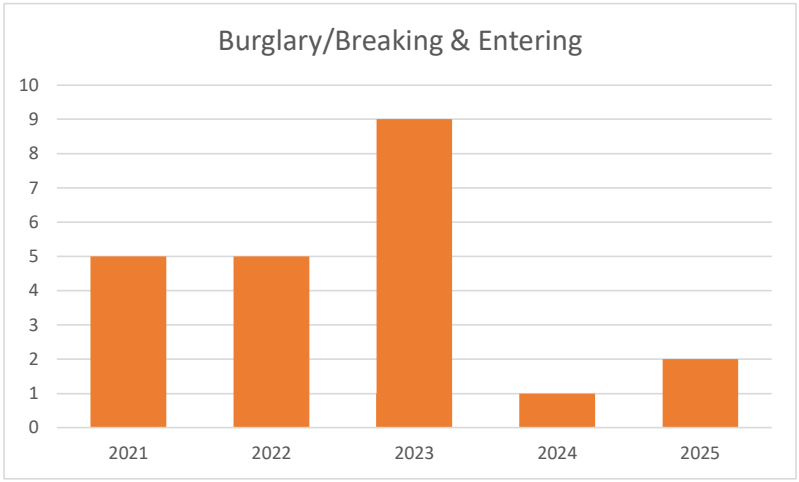
ALPR Pilot KPI #2.Number of cases solved by using leads from ALPRs (I)

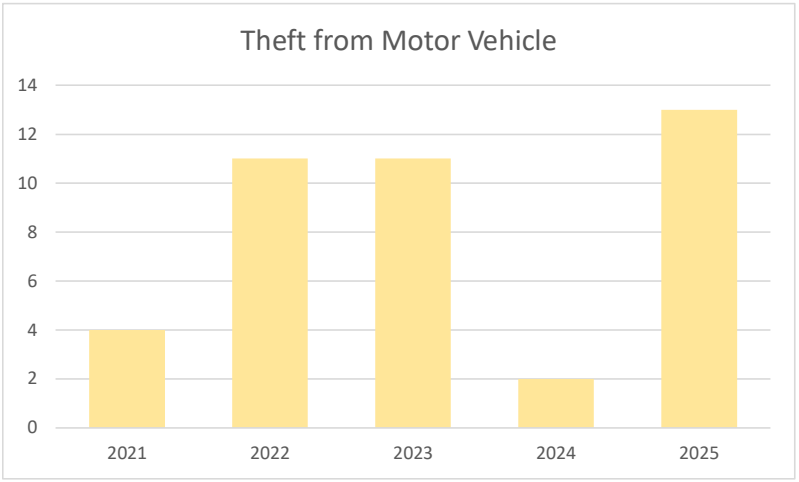
Date	Incident Type	Details	Result
04/18/2025	Flock Alert on Maycomb Lane Camera – Stolen Vehicle	Cameras on Hodgson Road picked up KOPS alert. Led to residence on Hodgson Connection with known criminal issues. Case # 25017112. Squads were alerted to a stolen vehicle out of Eau Claire Wisconsin that had been picked up by a Flock camera in the area of Maycomb Lane and Hodgson Road in North Oaks. Patrol deputies and Carjacking & Auto Theft (CAT) searched the area but were initially unable to locate the vehicle. A deputy checking known problem addresses in the area located the stolen vehicle unoccupied at an address in the 4800 block of Hodgson Connection. CAT, patrol and K9 deputies established a perimeter with unmarked visual and drone surveillance of the unoccupied vehicle. The drone operator provided updates as two individuals approached, entered the vehicle, and left the address. All squads then converged on the vehicle and performed a felony/high risk traffic stop. During a search incident to arrest, suspected narcotics were also located. Both suspects were detained without incident.	Arrest.
7/24/2025	Theft from Vehicle	**Cases # 25035040 and 25034969.** 1. Theft of wallet and other materials from Northland Landscaping truck at 13 Scotch Pine Court. 2. Backpack dumped at 23 Scotch Pine Circle by dark colored older model Altima. 3. City forester turned in wallet and credit cards found on road by 42 Mallard Road. DL was from Minnetonka address. Using door cam video from Raven Rd, was able to pinpoint timeframe of thefts on Scotch Pine & use LPR to identify vehicle & plate. Suspect vehicle (dark gray/black older model Altima w/tinted windows) was identified as same as used in other area thefts in North Suburbs. Flock was used to search for suspect vehicle. This led to a dealership; dealership provided the owner information. This is related to cases 25033660, 25037136, 25037150, 25037545, 25047066, 25033808, 25035001, 25025172, 25035172, WB25011791, WB25011806. County Attorney is considering charges on two identified adult males, both were arrested in 08/0/6 2025 after a Flock alert.	Arrested on 08/06/2025 .
8/4/2025	Theft from Vehicle	**Case # 25037136.** 2 wallets taken from workers truck in front of home on 41 Robb Farm Road. Theft from auto also reported on Heron Lane and Woodhill Lane. Blue Altima identified as suspect vehicle. RCSO rapidly responded used LPR to get license plate and direction of travel, and caught vehicle headed to St. Paul. Suspects were part of fraud ring.	Arrest.

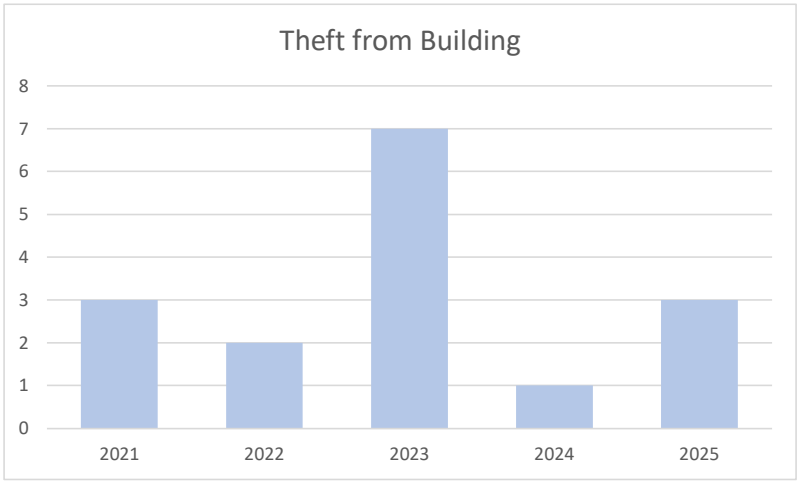
ALPR Pilot KPI #2.Number of cases solved by using leads from ALPRs (II)

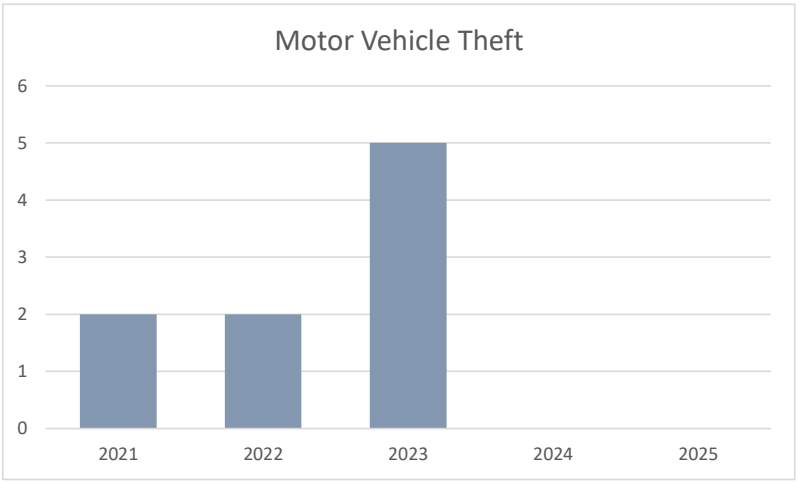
Date	Incident Type	Details	Result
8/6/2025	Theft from Vehicle	**Case # 25037545.** Theft from vehicle reported on septic project site on North Deep Lake Road / dumped items 14 South Deep Lake. A check from resident at 15 Scotch Pine was stolen from landscaper truck while he was working on Island View Lane. Resident called in suspicious activity at Calpurnia Court in Charley Lake preserve to 911 – used description and LPR data to flood area with police, resulting in 2 suspects in custody from white Lincoln MDX size SUV. Related to prior dates of thefts from vehicle incidents.	Two arrested.
10/14/ 2025	Theft from Motor Vehicle	**Case # 25049984.** Theft from Motor Vehicle, 100 block of West Pleasant Lake Rd. Flock was used to identify a possible suspect. Investigation identified one party now listed as a suspect in this case. A search warrant was served, but no evidence was located. Suspect is possibly linked to a burglary case.	Possible suspect identified.
12/30/2026	Theft from Vehicle	**Case #25062557.** Spring Farm theft from vehicle – suspect identified. Case #25062557 is open and Criminal Investigation Unit (CIU) and Special Investigation are investigating a suspect for this and other criminal activities. Case is linked to a known suspect from 25033660.	Possible suspect identified.

ALPR Pilot KPIs – 3.Part I property crime stats for North Oaks







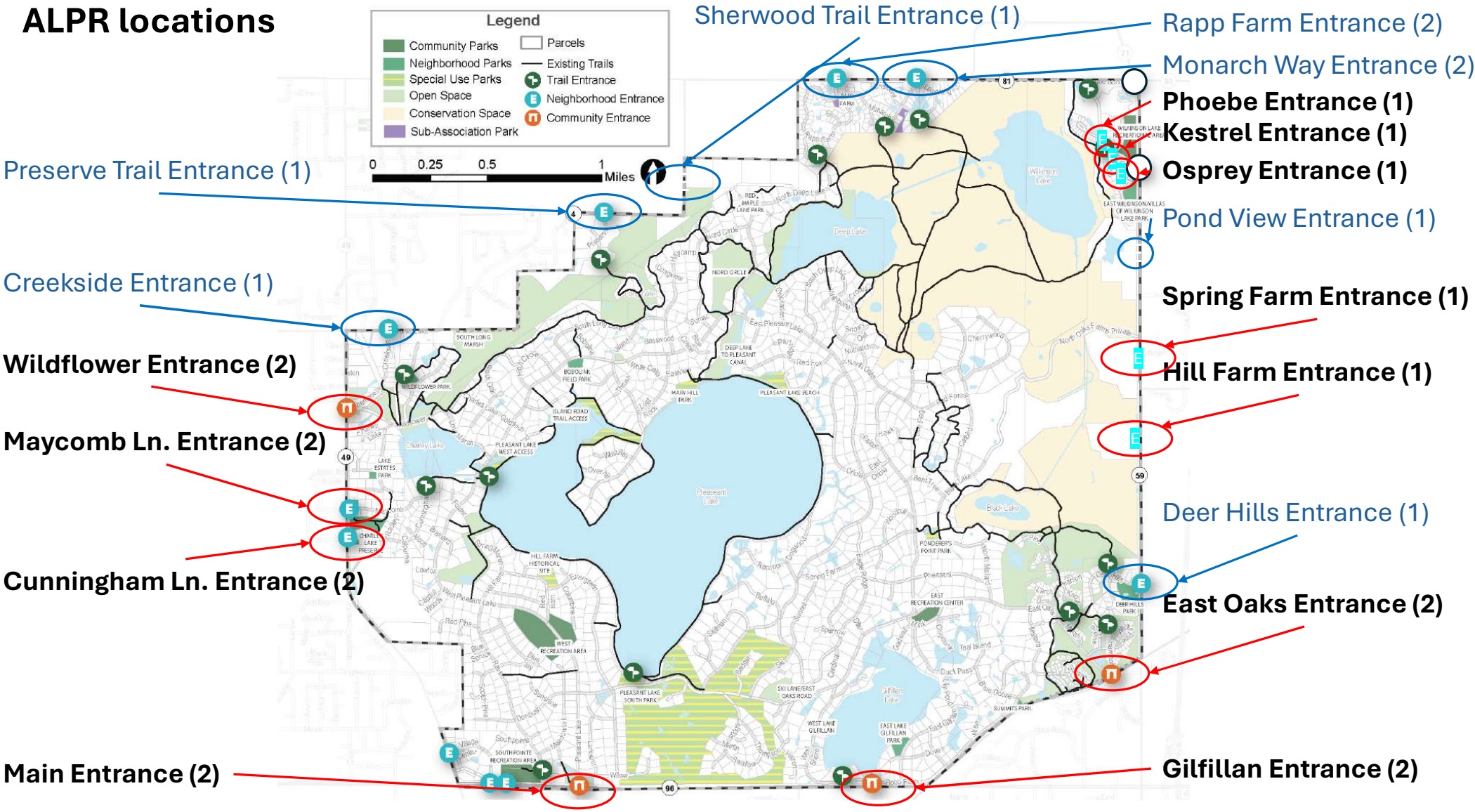


- Low Crime Rates except for Theft from Auto
- Clearance Rate increased significantly
- April – November 2025 data:
- Total cases meeting the data definition: 17
- Total cases falling within all clearance definitions: 12
- Total cases that remain open or otherwise assigned to an Investigator: 5
- Raw Clearance Rate: **70.6%**

ALPR Contract Renewal

- ALPR pilot is deemed to be successful by both RCSO and the North Oaks Public Safety Task Force.
  - Low Crime Rate and High Clearance Rate.
- Proposal is to extend the existing contract for 3 years.
  - Opportunity to lock the same rate for longer time.
    - There is a potential to get an additional discount for a 5-year contract.
  - Expand to cover all North Oaks entrances.
    - Pilot: 11 entrances, 17 ALPRs.
    - Proposal : 18 entrances, 26 ALPRs.
- The cost: $61,750 annually after a $20,150 discount (no installation fees).
  - **About $30/household/year.**
- NOHOA board does not object to the City of North Oaks extending the contract with Flock for three to five years including an expansion of additional LPRs, some to be placed on entrances which are on NOHOA property.

ALPR locations



Automated License Plate Reader Pilot Update – Proposed Resolution

1. The Council hereby **CONDITIONALLY APPROVES** a contract with Flock Safety for a 3- or 5-year ALPR pilot project, and authorizes execution of the Contract and all such other necessary related documents by the Mayor, City Administrator and other necessary staff and consultants subject to all of the following conditions:
   a) Any revisions required by the City Attorney shall be made to the contract before it is executed.
   b) The contract with Flock Safety shall not be executed until the City has secured the necessary written permission from the property owners or applicable easement holder for the ALPR locations for the placement of the ALPRs as part of the project.

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

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