



CITY COUNCIL AGENDA

Monday, April 6, 2026

*Mayor Rafferty, Councilmembers Lyden, Nelson, Ruhland and Rennaker
City Administrator: Karen Anderson*

SPECIAL CITY COUNCIL MEETING, 6:00 PM, COMMUNITY ROOM (NOT TELEVISED)

- Call to Order and Roll Call

- Pledge of Allegiance

- Setting the Agenda: Addition or Deletion of Agenda Items

PUBLIC COMMENT

Sign-in prior to the start of the meeting per Rules of Decorum

1. Consent Agenda

2. Finance Department Report

3. Administration Department Report

4. Police Department Report

5. Fire Department Report

6. Public Services Department Report

7. Community Development Report

- A. Resolution No. 26-39 Approving Joint Powers Agreement with the City of North Oaks and White Bear Township, Water and Sanitary Sewer Services, Michael Grochala

8. Unfinished Business

9. New Business

10. Notices and Communications

ADJOURNMENT

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 7A**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: April 6, 2026

TOPIC: Resolution No. 26-39 Approving Joint Powers Agreement with the City of North Oaks and the Town of White Bear for Sanitary Sewer and Water Services

VOTE REQUIRED: Simple Majority

INTRODUCTION

City staff is requesting City Council consideration to approve a Joint Powers Agreement (JPA) with the City of North Oaks and White Bear Township to provide water and sanitary sewer to the Wilkinson Waters development.

BACKGROUND

The City’s 2040 Comprehensive Plan provides for the southeast corner of the City (Sanitary Sewer District 4) to be served by an existing trunk sanitary sewer line owned and operated by White Bear Township. The plan identifies the need to enter into a JPA with the Town to serve Lino Lakes properties. The purpose of the JPA is to establish a cooperative, multi-jurisdictional framework under Minnesota Statutes §471.59. An existing JPA, providing for the extension of sewer and water services from the Town, through Lino Lakes, to the Rapp Farm development in North Oaks, was entered into with Lino Lake’s in the early 2000’s. This agreement required that any connection to these facilities would require an amendment or new JPA.

Staff began working with the Town in September of 2024 upon submittal of the initial concept plan for the Wilkinson Waters development. Discussions have been ongoing as the Town and City of North Oaks transitioned maintenance and operation responsibilities of certain infrastructure components of the system.

The Wilkinson Waters development received Planned Unit Development (PUD) preliminary plan and preliminary plat approval in May of 2025, with the condition that a JPA be entered into for the provision of sanitary sewer and water services. Final Plan/final plat approval has been on hold pending execution of the new JPA. A second JPA with the City of North Oaks regarding Wilkinson Way will be completed with the Final Plat approval.

Summary of Three Party Joint Powers Agreement for Sewer and Water

The Town of White Bear, City of North Oaks, and City of Lino Lakes propose entering into a Joint Powers Agreement (JPA) to provide water and sanitary sewer services to the Wilkinson Waters Development, a new residential project located entirely within Lino Lakes. The Agreement outlines how water and sewer will be conveyed across jurisdictional boundaries, assigns operational responsibilities, and establishes cost-sharing and compliance obligations.

The Project Area currently lacks Lino Lakes water and sewer service. The Town has available water and sewer capacity; North Oaks has existing conveyance infrastructure capable of transporting these utilities to and from the Project Area. The developer will construct the improvements and Lino Lakes will be responsible to maintain the local distribution and collection systems serving the development.

Infrastructure Components

- Town Water Delivery Point: Connection where Town water enters the North Oaks Water System.
- North Oaks Water & Sewer Systems: Conveyance infrastructure operated jointly with the North Oaks Company.
- Wilkinson Waters Water & Sewer Systems: New Lino Lakes-owned systems serving the development.
- Large-Capacity Meters: Installed in Lino Lakes to measure all Town-provided water.

Responsibilities by Party

Town of White Bear

- Provides potable water to the Delivery Point.
- Sells water to Lino Lakes at 125% of the Town's Tier One Residential Rate (adjustable by Town).
- Provides sewer capacity at a base quarterly rate of \$36 per Residential Equivalency Unit.
- Maintains Town water and sewer systems.
- Issues quarterly water-use statements to Lino Lakes and North Oaks.
- Ensures compliance with the White Bear Lake settlement; may restrict water flow if usage exceeds limits (with 30-day notice).
- Allows Project Area properties to connect to the Town Sewer System via North Oaks.

City of Lino Lakes

- Constructs, owns, and maintains large-capacity meters and the Wilkinson Waters systems.

- Reads meters quarterly and reports usage to the Town and North Oaks.
- Bills end users for water and sewer; Town has no billing responsibility.
- Collects and remits hook-up fees to the Town (fee still under review)
- Shares maintenance responsibilities with North Oaks over portions of the system.
- Must obtain Town and North Oaks approval before extending service outside the Project Area.

City of North Oaks

- Conveys Town water and sewer through its systems to/from Lino Lakes.
- Maintains its systems (excluding Rapp Farm portions).
- Shares maintenance responsibilities with Lino Lakes over portions of the system
- Coordinates emergency repairs and system modifications.

Financial Implications

For Lino Lakes

- Water Purchase Cost: 125% of Town Tier One Residential Rate. This is approximately \$3.19 per thousand gallons. Lino Lakes rate per 1,000 is currently \$2.28 per thousand gallons. The City will need to establish a water utility rate specific to the Wilkinson Water development.
- The City will need to establish a sewer utility rate for the Wilkinson Water development.
- Hook-Up Fees: Collected from developers/property owners and remitted to the Town. Lino Lakes fees may need to be adjusted to account for both Town and City infrastructure costs.
- Operating Cost Share: Contributes to maintenance of shared facilities through in-kind contributions or cost share.
- Local System Costs: Responsible for all construction, maintenance, repair, and replacement of the Wilkinson Waters systems.
- Billing: Lino Lakes retains the ability to charge additional fees for capital, maintenance, or availability charges.

Term & Termination

Water Term

- 10-year initial term
- Two 5-year renewal options (exercised by Lino Lakes)
- After initial term, any party may terminate water service with 3-year written notice
- Immediate termination allowed for uncured non-performance (30-day cure period)

Sanitary Sewer Term

- 99-year term
- Termination only by mutual written agreement

Compliance with Settlement Agreement

The Town is subject to the White Bear Lake Restoration Association settlement. Lino Lakes must:

- Adopt ordinances enforcing applicable water-use restrictions. These are already in place. The Wilkinson Waters project will use a storm water re-use system for irrigation.
- Provide resident counts for per-capita usage calculations.
- Address any violations identified by the Town.

The Town may reduce water flow if usage exceeds settlement limits, after providing 30-day notice.

Operational Coordination

- All parties must notify each other's Public Works Directors before work that could impact service.
- Emergency repairs may be initiated by any party to protect system integrity and public health.
- Lino Lakes and North Oaks must maintain 24-hour on-call repair capability.

Policy Considerations for Council

- Supports development by ensuring reliable water and sewer service.
- Establishes long-term sewer certainty (99 years) with flexible water-service options.
- Introduces ongoing cost-sharing obligations with North Oaks.
- Requires Lino Lakes to adopt ordinances tied to the White Bear Lake settlement.
- Clarifies that the Agreement does not modify the existing White Bear Township–North Oaks JPA except for cost-sharing obligations related to this project.

The Joint Powers Agreement is subject to review and approval by all three communities and minor changes are still possible as the agreement is considered. These includes rate provisions and possible adjustments to areas of responsibility. Staff has included in the resolution authority for non-substantive changes to be made to the agreement if approved by the City Attorney and City Administrator prior to execution by the Mayor and City Clerk.

RECOMMENDATION

Staff is recommending approval of Resolution No. 26-39.

ATTACHMENTS

1. Resolution No. 26-39
2. Draft Joint Powers Agreement
3. Sewer District 4 Map
4. Wilkinson Waters Site Plan

**CITY OF LINO LAKES
RESOLUTION NO. 26-39**

**APPROVING A JOINT POWERS AGREEMENT WITH THE CITY OF NORTH AND
OAKS AND WHITE BEAR TOWNSHIP RELATING TO THE PROVISION OF SANITARY
SEWER AND WATER SERVICES**

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

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

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

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"; and,

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

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota, that the Council hereby approves the Joint Powers Agreement with the City of North Oaks and White Bear Township and authorizes the Mayor and City Clerk to execute the agreement on behalf of the City, subject to any non-substantive changes to the agreement approved by the City Attorney and City Administrator, and further conditioned on the agreement being approved by the City of North Oaks and White Bear Township.

Adopted by the City Council of the City of Lino Lakes this 6th day of April, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

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

RECITALS

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

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

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

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

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

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

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

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

PURPOSE

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

DEFINITIONS

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

1. Town Water Delivery Point. The connection point between the Town Water System and the North Oaks Water System located approximately 2000 feet south of south of the intersection of Centerville Road and Wilkinson Lake Boulevard/Ash Street as shown on Exhibit C.
2. North Oaks Water System. The water system owned, operated, and maintained by the City of North Oaks, in conjunction with the North Oaks Company, including all pipes and related infrastructure, that provides water from the Town Delivery Point, through Lino Lakes, and to properties located within the Rapp Farm Development.
3. North Oaks Sewer System. The sewer system owned, operated, and maintained by the City of North Oaks, in conjunction with the North Oaks Company, including Lift Station # 8 and Lift Station # 9, pipes, and other sewer infrastructure, that provides sewer service from the Centerville Trunk Line through Lino Lakes and to properties located within the Rapp Farm Development.
4. Town Sewer System. The sanitary sewer system owned, operated, and maintained by the Town including the Centerville Trunk Line.
5. Town Water System. The water system owned, operated, and maintained by the Town starting at the Town Water Delivery Point.
6. Wilkinson Waters Sewer System. The sanitary sewer system owned by Lino Lakes that provides sewer services to the Wilkinson Waters Development starting at its connection point(s) with the North Oaks Sewer System.
7. Wilkinson Waters Water System. The water system owned by Lino Lakes that provides water to the Wilkinson Waters Development starting at its connection point(s) with the North Oaks Water System inside the large capacity water meters located in Lino Lakes, including the large capacity water meters and meter pits.

AGREEMENT

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

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

- A. The Town will provide potable water to the Town Delivery Point which will then be conveyed through the North Oaks Water System into the Wilkinson Waters Water System and to the properties in the Project Area. All water provided to the Project Area shall pass through large capacity water meters which will be installed in Lino Lakes at the connection points between the North Oaks Water System and the Wilkinson Waters Water System to measure all water that is provided to the Project Area. The Town agrees that the water provided to the properties located in the Project Area will be charged to Lino Lakes at a rate equal to one hundred twenty-five percent (125%) of the then-current Tier 1 residential water rate adopted by the Town and charged to its residents for Tier 1 residential water usage.
- B. The Town agrees to maintain its water and sewer infrastructure located within the Town at its sole expense.
- C. The Town agrees that the properties located within the Project Area will be connected to the Lino Lakes Sewer System, and that wastewater from those properties will be conveyed to the Town Sewer System through the North Oaks Sewer System before ultimately entering the Metropolitan Council's regional interceptor. The Town agrees to maintain the Town Sewer System. The Town agrees to convey sanitary sewer waste from the Wilkinson Waters Development to the Metropolitan Council regional interceptor through the Town Sewer System.

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

- D. The Town will bill Lino Lakes directly for all water and sewer charges and costs under this Agreement. A quarterly statement for the total water and sewer use charges for all Lino Lakes water users served by water from the Town as calculated by the Town finance department shall be mailed to Lino Lakes within fifteen calendar days after the end of each calendar quarter. Statements shall be due and

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

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

II. Lino Lakes Duties and Responsibilities.

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

1. Lino Lakes, through the developer of the Wilkinson Waters Development, shall construct large capacity water meters located within meter pits in the Project Area at the locations shown on Exhibit C. Ownership, repair, and maintenance of the water meters and meter pits identified on Exhibit C shall be the responsibility of Lino Lakes. The large capacity meters shall be read by Lino Lakes personnel by the last working day of each calendar quarter of each year for the purpose of determining water use. Lino Lakes shall then report said water usage to the Town within seven (7) working days from the date the reading was recorded. A copy of this report shall be sent simultaneously to North Oaks.
2. It is recognized that the Town has made a significant investment into its water and sanitary sewer systems, including but not limited to wells, water treatment, lift stations, and water or sanitary system distribution piping. Any new user served by this system must pay their fair share to access this system. Lino Lakes will collect from the property owners/developers of property within the Project Area a per-unit hook-up fee at the time each residential development is approved or in the case of commercial buildings, issuance of a building permit for properties connected to the Town Water and Sanitary Sewer System. These fees will be turned over to the Town. The hook-up fees shall be as set forth in Exhibit E, as amended. Exhibit E may be amended from time to time by the Town, so long as the rates or charges set forth in Exhibit E are the same as the rates and charges imposed by the Town on Town residents.

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

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

B. Billing and Payment.

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

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

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

are hereby granted access to the large capacity meters for inspection purposes.

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

1. Notwithstanding the ownership and location of the North Oaks Sewer System, Lino Lakes agrees to maintain that portion of the North Oaks Sewer System, including the sanitary sewer force main and pipes, between Lift Station # 8 (the Waverly Gardens Lift Station) and Lift Station # 9 (the Rapp Farm Lift Station). Maintenance shall comply with North Oaks' and the Town's minimum maintenance standard policies for sanitary sewer lines.
2. Notwithstanding the ownership and location of the North Oaks Water System, Lino Lakes agrees to maintain that portion of the North Oaks Water System located in Lino Lakes. Maintenance shall comply with the American Waterworks Association standards for water systems.
3. In exchange for Lino Lakes' maintenance of that portion of the North Oaks Sanitary Sewer System and North Oaks Water System described above, North Oaks agrees to maintain the North Oaks Sewer System from Lift Station # 8 to the point of connection with the Town Sanitary Sewer System. Maintenance shall be provided as detailed on Exhibit D. Lino Lakes and North Oaks will share responsibility for maintenance of Lift Station # 8 as detailed on Exhibit D. North Oaks shall be solely responsible for maintenance of Lift Station # 9.
4. In the event that repairs, replacements, upgrades, or other improvements exceeding \$2,000 (a "Capital Improvement") are required to Lift Station # 8, that portion of the North Oaks Sanitary Sewer System from Lift Station # 8 to the point of connection with the Wilkinson Waters Sanitary Sewer System, or that portion of the North Oaks Water System from the Town Water Delivery Point to either of the large capacity water meters located in Lino Lakes serving the Wilkinson Waters Development, Lino Lakes and North Oaks agree that each will be responsible for paying a proportionate percentage of the costs of the Capital Improvements.

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

for 60% of the Capital Improvement Expenses and Lino Lakes would be responsible for 40% of the Capital Improvement Expenses.

5. Lift Station # 8 has been studied and found to have sufficient capacity to accept the anticipated sanitary sewer flows from the Wilkinson Waters Development. If at any time it is determined that the lift station cannot in fact handle the flow from the Wilkinson Waters Development, the lift station shall be upgraded in order to handle the flow from the Wilkinson Waters Development at the sole expense of Lino Lakes.
6. Except as identified above, the cost of any repairs, replacements, upgrades, or improvements to the North Oaks Water System or the North Oaks Sewer System shall be the sole responsibility of North Oaks.

III. North Oaks Duties and Responsibilities.

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

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

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

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

IV. Effect of Settlement Agreement.

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

per capita water usage of Lino lakes residents served by water provided by the Town for purposes of determining compliance by Lino Lakes with the terms of this Section.

V. Miscellaneous Terms.

- A. Commencement. This Agreement between the Town, Lino Lakes, and North Oaks shall commence on the date on which the last governing body approves the Agreement.
- B. Water Term. This Agreement shall have a term of ten years as it relates to the provision of water by the Town to the Project Area (“Initial Water Term”), with an option by Lino Lakes for two additional renewal terms of five years each (the “Water Renewal Terms”). The Initial Water Term and Renewal Water Terms may be collectively referred to as the “Water Term.” At any point prior to the expiration of the Initial Water Term, Lino Lakes may provide written notice to the Town and North Oaks that it is exercising its first option for a five-year Renewal Water Term. Lino Lakes may exercise its second option for a five-year Renewal Water Term by providing written notice to the Town and North Oaks at least one year prior to the expiration of the first five-year Renewal Water Term.
- C. Termination of Water Term. Following the Initial Water Term, any party shall have the right to terminate this Agreement as it relates to the provision of water by the Town to the Project Area without cause upon delivery to the other party a written notice of termination. Said notice shall be effective three calendar years from the date set forth on the written notice. This timeline may be waived by mutual agreement of the parties.

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

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

- D. Sanitary Sewer Term. This Agreement shall have a term of ninety-nine (99) years as it relates to the provision of sanitary sewer services to the Project Area (“Sanitary Sewer Term”). Upon the expiration of the Sanitary Sewer Term, the parties may voluntarily enter into a renewal or extension by separate written agreement. The Sanitary Sewer Term may only be terminated by mutual written agreement of the parties.
- E. Notice. Any and all notices and demands relating to this Agreement shall be in writing and shall be validly given or made if served either personally or deposited in the United States Mail, and certified or registered, postage prepaid, return receipt

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

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

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

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

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

- J. Termination of Existing Three-Party Joint Powers Agreement. The Town, Lino Lakes, and North Oaks previously executed that Rapp Farm Master Joint Powers Agreement Between the Town of White Bear, the City of Lino Lakes, and The City of North Oaks, effective June 1, 2004 (the “Prior Three-Party Agreement”). The Parties hereby agree that that Prior Three-Party Agreement shall be terminated effective as of the date this Agreement is executed by all Parties and becomes effective.

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

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

DRAFT

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

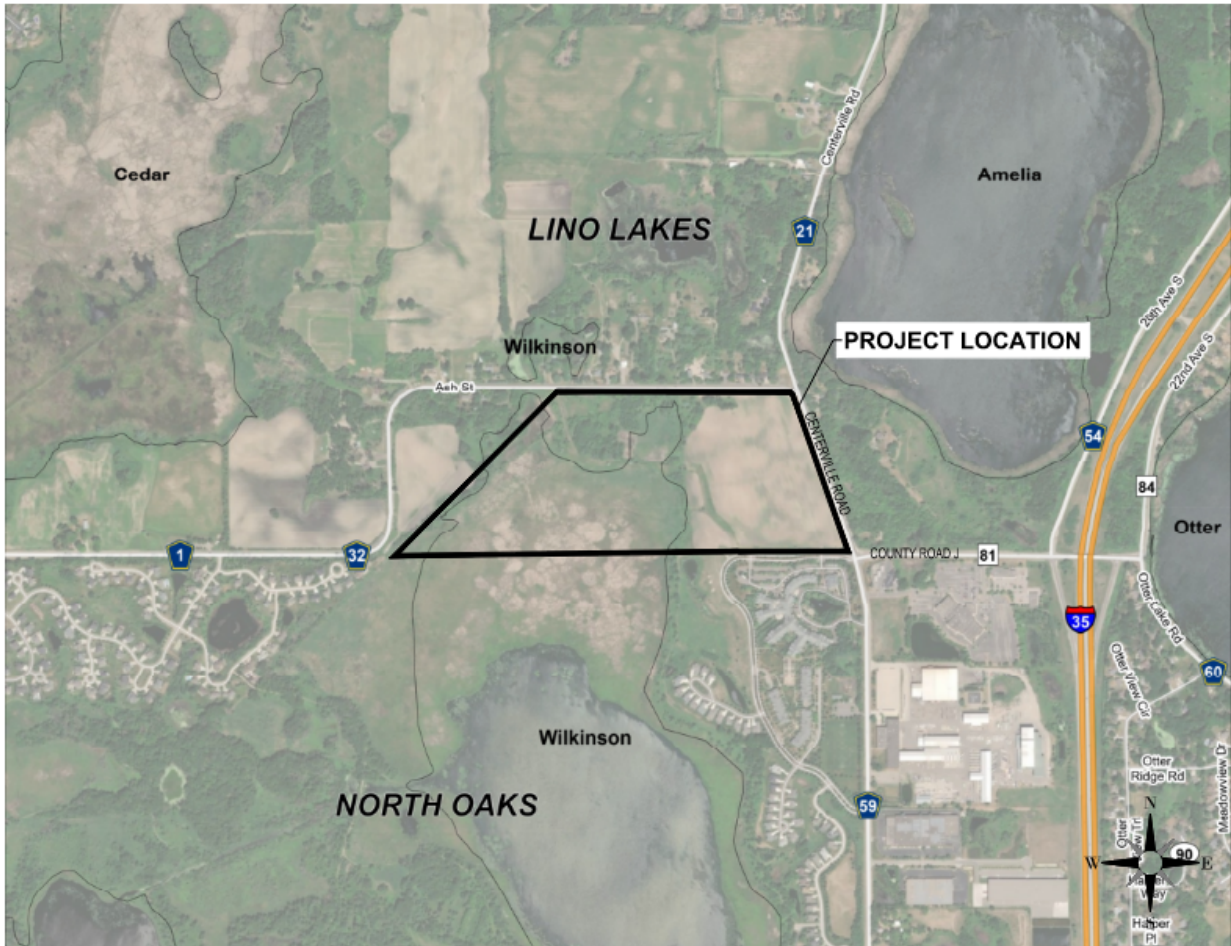


Exhibit B

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.

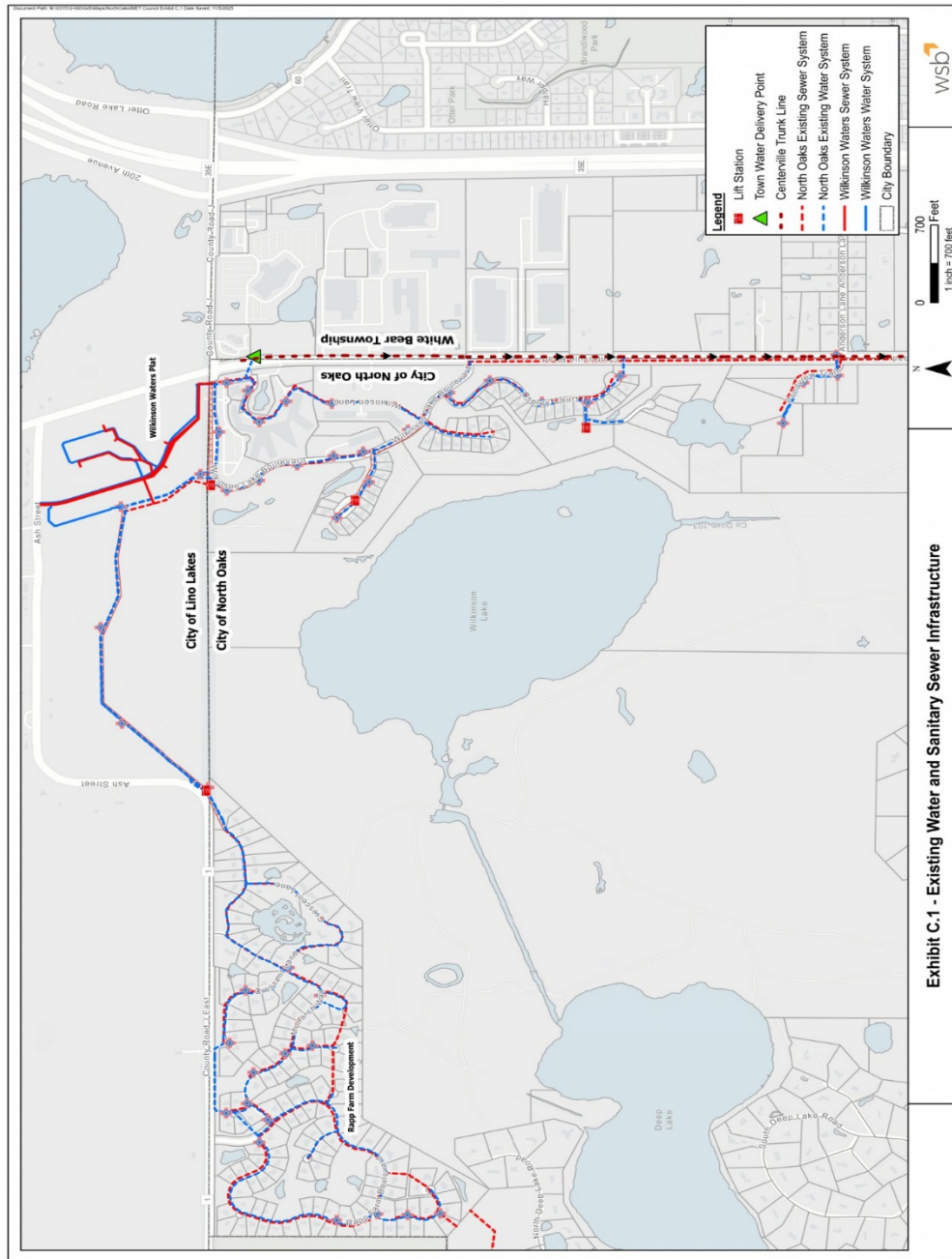




Exhibit C.2 - Water System Definitions

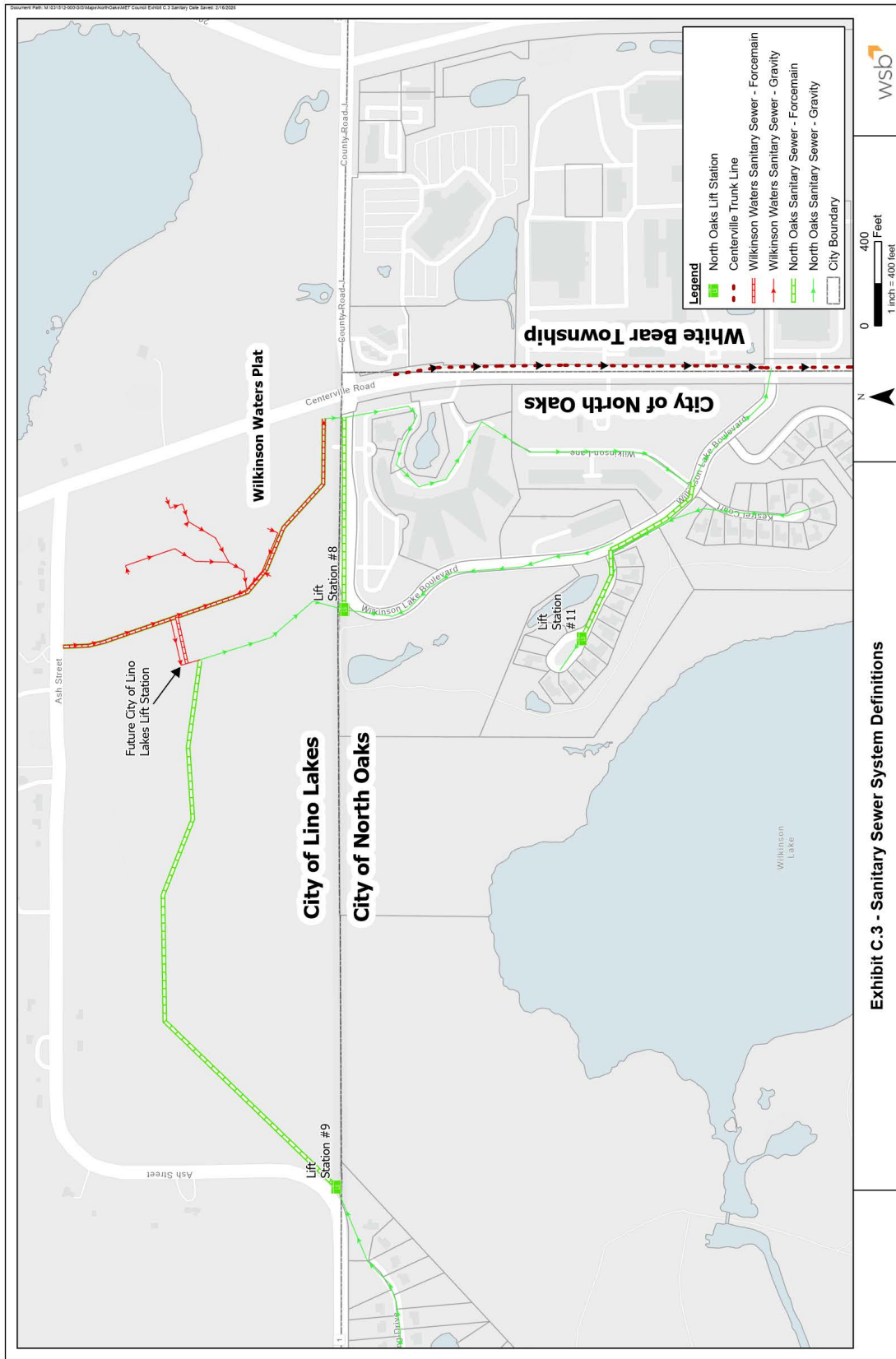


Exhibit D

Annual Maintenance Schedule

Schedule of Lift Station Responsibilities

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

Exhibit E

Water and Sewer Fees and Rates

March 28, 2026

HOOK-UP FEES

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

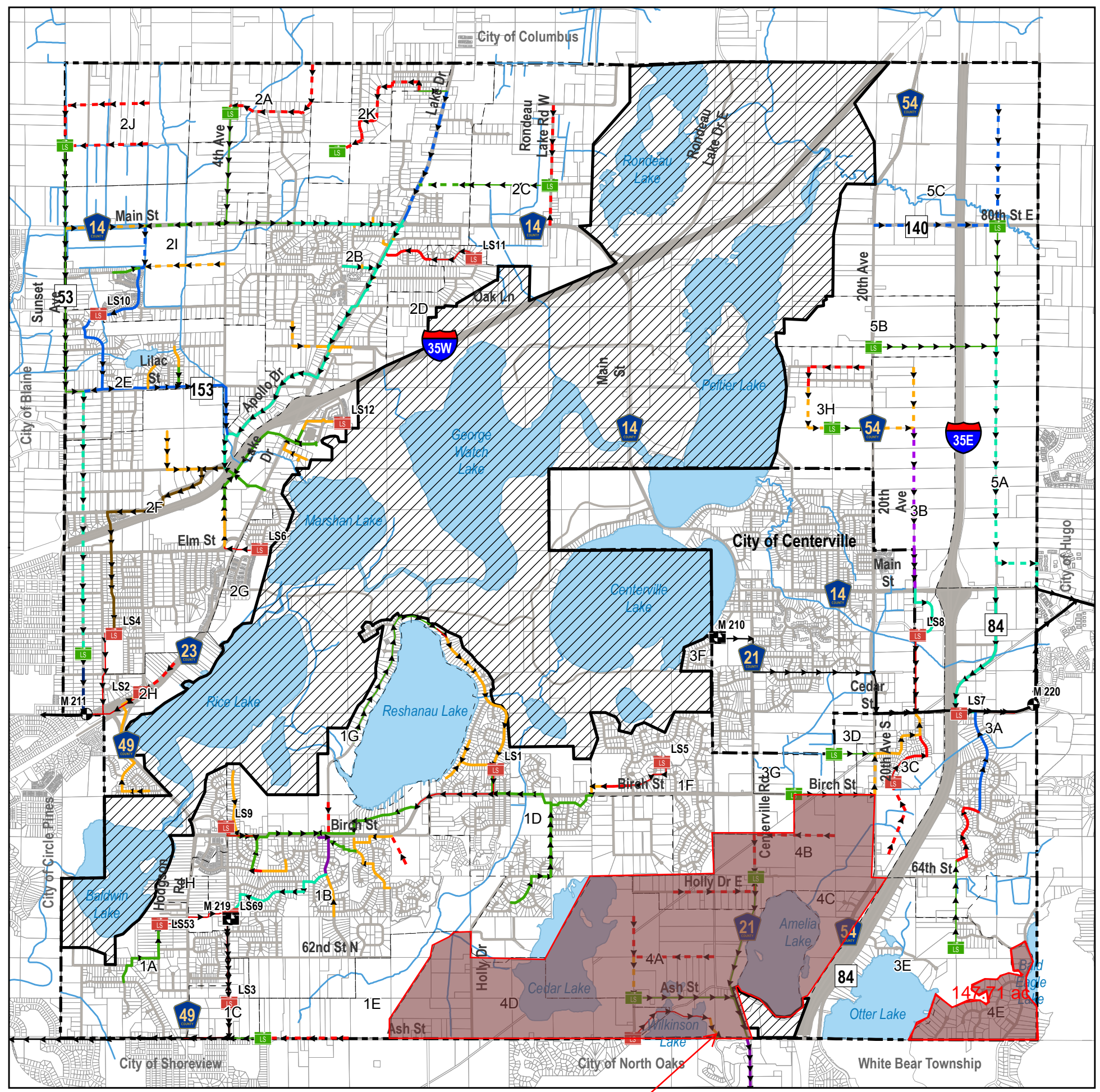
Each residential dwelling shall be considered to be 1 unit.

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

RATES

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

**Figure 8-5
Full Build Trunk**



Legend

Lift Station	Existing Trunk Sewer
Force Main	8"
Future Lift Station	10"
Future Force Main	12"
MCES Meter	15"
MCES Lift Station	18"
MCES Force Main	21"
MCES Gravity Main	24"
Future Trunk Sewer	Not in Ultimate Service Area
8"	Sanitary Sub-District
10"	Open Water
12"	Right-of-Way
15"	Municipal Boundary
18"	Parcels
21"	Streams
30"	

Sanitary Sewer District 4



West sewer meter location

RESIDENTIAL SETBACKS	
R-4 HIGH DENSITY RESIDENTIAL DISTRICT	
1. FROM STREET RIGHT-OF-WAY	
A. LOCAL OR MINOR COLLECTOR STREET	30 FEET
B. MAJOR COLLECTOR OR ARTERIAL STREET	40 FEET
C. PARKING LOT	15 FEET
2. REAR LOT LINE	
A. PRINCIPAL BUILDING	30 FEET (FLEXIBILITY OF 15 FEET)
B. ACCESSORY BUILDING	5 FEET
C. PARKING LOT	5 FEET
3. SIDE LOT LINE	
A. PRINCIPAL BUILDING	20 FEET (FLEXIBILITY OF 10 FEET)
B. ACCESSORY BUILDING	5 FEET
C. PARKING LOT	5 FEET

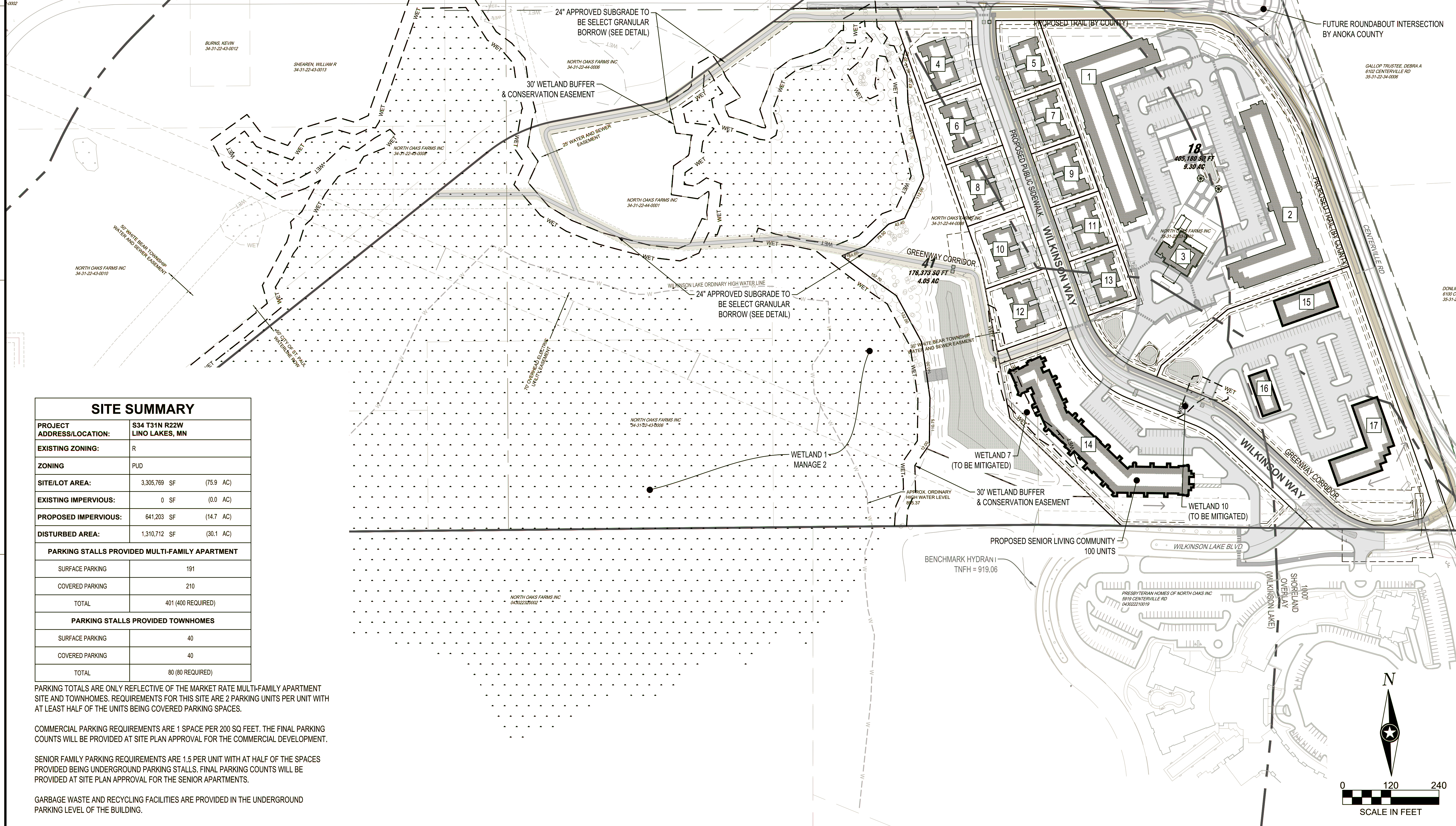
RETAIL SETBACKS	
GB GENERAL BUSINESS DISTRICT	
1. FROM STREET RIGHT-OF-WAY	
A. LOCAL OR MINOR COLLECTOR STREET	30 FEET
B. MAJOR COLLECTOR OR ARTERIAL STREET	40 FEET
C. PARKING LOT	15 FEET
2. REAR LOT LINE	
A. PRINCIPAL BUILDING	30 FEET (FLEXIBILITY OF 15 FEET)
B. ACCESSORY BUILDING	5 FEET
C. PARKING LOT	10 FEET
3. SIDE LOT LINE	
A. PRINCIPAL BUILDING	30 FEET (FLEXIBILITY OF 15 FEET)
B. ACCESSORY BUILDING	10 FEET
C. PARKING LOT	10 FEET

BUILDING ID	NO. UNITS	BUILDING SQ. FOOTAGE	BUILDING USE
1	100	-	APARTMENTS
2	100	-	APARTMENTS
3	-	-	CLUBHOUSE
4	4	-	TOWNHOME
5	4	-	TOWNHOME
6	4	-	TOWNHOME
7	4	-	TOWNHOME

BUILDING ID	NO. UNITS	BUILDING SQ. FOOTAGE	BUILDING USE
8	4	-	TOWNHOME
9	4	-	TOWNHOME
10	4	-	TOWNHOME
11	4	-	TOWNHOME
12	4	-	TOWNHOME
13	4	-	TOWNHOME
14	100	-	SENIOR LIVING APARTMENTS

BUILDING ID	NO. UNITS	BUILDING SQ. FOOTAGE	BUILDING USE
15	-	10,500 SQ. FT	COMMERCIAL RETAIL
16	-	5,488 SQ. FT	COMMERCIAL RETAIL
17	-	18,012 SQ. FT	COMMERCIAL RETAIL

NOTE: DETAILED SITE PLAN SHEETS ARE LOCATED ON SHEETS C3-11 TO C3-14



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
JERREMY D. FOSS, PE

FOR PRELIMINARY REVIEW ONLY
DATE: 3/18/2025 LIC. NO. 55871
SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT
ANOKA HOLDINGS, LLC
WILKINSON WATERS

LINO LAKES MINNESOTA

DATE	REVISION SCHEDULE DESCRIPTION	BY
08/25/25	BOUNDARY CORRECTION	DWG
10/01/25	F.P. CITY COMMENTS	DWG
11/03/25	F.P. CITY COMMENTS 2	DWG

PROJECT NO.	24-30671
FILE NAME	30671 C3-SITE
DRAWN BY	DWG/TW
DESIGNED BY	DWG/TW
REVIEWED BY	JDF/TW
ORIGINAL ISSUE DATE	03/18/25
CLIENT PROJECT NO.	-

TITLE
OVERALL SITE PLAN

SHEET
C3-10

SITE SUMMARY	
PROJECT ADDRESS/LOCATION:	S34 T31N R22W LINO LAKES, MN
EXISTING ZONING:	R
ZONING	PUD
SITE/LOT AREA:	3,305,789 SF (75.9 AC)
EXISTING IMPERVIOUS:	0 SF (0.0 AC)
PROPOSED IMPERVIOUS:	641,203 SF (14.7 AC)
DISTURBED AREA:	1,310,712 SF (30.1 AC)
PARKING STALLS PROVIDED MULTI-FAMILY APARTMENT	
SURFACE PARKING	191
COVERED PARKING	210
TOTAL	401 (400 REQUIRED)
PARKING STALLS PROVIDED TOWNHOMES	
SURFACE PARKING	40
COVERED PARKING	40
TOTAL	80 (80 REQUIRED)

PARKING TOTALS ARE ONLY REFLECTIVE OF THE MARKET RATE MULTI-FAMILY APARTMENT SITE AND TOWNHOMES. REQUIREMENTS FOR THIS SITE ARE 2 PARKING UNITS PER UNIT WITH AT LEAST HALF OF THE UNITS BEING COVERED PARKING SPACES.

COMMERCIAL PARKING REQUIREMENTS ARE 1 SPACE PER 200 SQ. FEET. THE FINAL PARKING COUNTS WILL BE PROVIDED AT SITE PLAN APPROVAL FOR THE COMMERCIAL DEVELOPMENT.

SENIOR FAMILY PARKING REQUIREMENTS ARE 1.5 PER UNIT WITH AT HALF OF THE SPACES PROVIDED BEING UNDERGROUND PARKING STALLS. FINAL PARKING COUNTS WILL BE PROVIDED AT SITE PLAN APPROVAL FOR THE SENIOR APARTMENTS.

GARBAGE WASTE AND RECYCLING FACILITIES ARE PROVIDED IN THE UNDERGROUND PARKING LEVEL OF THE BUILDING.

PRELIMINARY NOT FOR CONSTRUCTION