

## REQUEST FOR SIGNATURE FORM

Request for Signature	County Manager
1. Type of document	Cooperative Agreement
2. Aspen PO, contract or document number	PW2025-08
3. Original contract number	
4. Contractor or grantor name	City of White Bear Lake
5. Contractor Aspen ID # and CERT SVN and/or DUN #	0000101699
6. Requesting business unit	PUBW
Additional business unit	
7. Authority (required - DO NOT leave blank)	Admin Code:
	Resolution Number: B2025-218
8. Program/project/service/grant name	
9. Brief description of goods, services or grant duties (will be used for the County Board monthly contract report)	Jurisdictional and ownership transfers of portions of White Bear Parkway and Otter Lake Road.
10. Original contract start date	
11. Original contract end date	12/31/74
12. Amendment number and amendment start date	
13. Amendment end date	
14. Contract type	
15. Original contract amount	
16. Previous amendment(s) total	
17. Amendment amount	
18. New total contract value	\$ 0.00
19. Funding string	N/A
Funding source	<div style="border: 1px solid blue; padding: 2px; display: inline-block; color: blue; font-weight: bold;">REVIEWED</div> <small>By Denise Gullickson at 2:59 pm, Jan 21, 2026</small>
20. Revenue agreement budgeted amount	
21. County contact and phone number	Charity Clemens
22. Signatures	
Department Preparer	<i>Charity Clemens</i> Date: 01/14/26
Department Director	<i>Brian Edsacsson</i> <small>Brian E. Edsacsson (Feb 13, 2020 08:45:13 CST)</small> Date: 02/13/2026
Finance Analyst	<i>Michael Coogan</i> Date: 2/11/2026
Attorney	<i>Kathleen Ritter</i> Date: 1-28-2026

Clear Form

**AGREEMENT BETWEEN  
RAMSEY COUNTY AND THE CITY OF WHITE BEAR LAKE REGARDING JURISDICTIONAL AND  
OWNERSHIP TRANSFERS OF PORTIONS OF WHITE BEAR PARKWAY (MSAS 123) AND  
OTTER LAKE ROAD (CSAH 60)**

Attachments:

- Exhibit A – Locations
- Exhibit B – Legal Descriptions
- Exhibit C – WBP Segment JPA and Annexation Documents
- Exhibit D – Utility Ownership Map

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Ramsey County, a municipal subdivision of the State of Minnesota ("County") and the City of White Bear Lake, a Minnesota home rule charter city ("City").

RECITALS

**WHEREAS**, this Agreement pertains to the following road segments in their current condition:

- A. a segment of Otter Lake Road, depicted on Exhibit A, attached hereto, which is located within the City and which lies between County Road 96 (on the south) and 9<sup>th</sup> Street (on the north) (the "Otter Lake Road Segment"); and
- B. a segment of White Bear Parkway, also depicted on Exhibit A, which is located within the City and which lies between County Road 96 (on the south) and Otter Lake Road (on the east) (the "WBP Segment").

**WHEREAS**, the Otter Lake Road Segment and the WBP Segment are each legally described in Exhibit B; and

**WHEREAS**, a portion of the WBP Segment is bordered entirely by White Bear Township, although such segment was previously annexed into the City and has been owned and maintained by the City since approximately 1985 pursuant to the documents attached hereto as Exhibit C; and

**WHEREAS**, the Otter Lake Road Segment is a County State Aid Highway ("CSAH"), designated as CSAH 60, and is presently under the jurisdiction of and maintained by the County; and

**WHEREAS**, the WBP Segment is a Municipal State Aid Street ("MSAS"), designated as MSAS 123, and is presently under the jurisdiction of and maintained by the City; and

**WHEREAS**, the County has recently completed its 2024 Otter Lake Road Improvement Project (the "Project"); and

**WHEREAS**, the City and County have contemplated that, upon the completion of the Project, (i) the Otter Lake Road Segment would be revoked as a CSAH and that ownership and jurisdiction over the Otter Lake Road Segment would be transferred from the County to the City, (ii) the WBP Segment would be revoked as an MSAS and that ownership and jurisdiction over the WBP Segment would be transferred from the City to the County (collectively, the "Jurisdictional Transfers"); and

**WHEREAS**, the Jurisdictional Transfers will include the transfer of and assumption of all ownership and maintenance responsibilities with respect to all infrastructure elements within the Otter Lake

Road Segment and the WBP Segment, respectively, including but not limited to the roadways, retaining walls, sidewalks and trails, traffic signal legs, and utilities, all as shown in Exhibit D – Utility Ownership Map; and

WHEREAS, the City and the County desire to memorialize and effectuate the Jurisdictional Transfers pursuant to the terms and conditions of this Agreement.

#### AGREEMENT

NOW, THEREFORE, the County and the City each agree that, in consideration of the other party's actions, obligations, and jurisdictional transfers required and contemplated herein, each shall, take the actions and perform the obligations set forth as follows:

#### 1. Actions Pertaining to Otter Lake Road Segment.

- a. County Revocation as CSAH. County shall, pursuant to Minn. Stat. Chapter 162.02 Subd. 10, and according to the process for revoking a CSAH described in Minnesota Department of Transportation State Aid Manual ("MnDOT State Aid Manual") Chapter 3, Subdivision III, cause the Otter Lake Road Segment to be revoked as a CSAH. County's actions shall include the adoption of a "Resolution Revoking CSAH Designation" and such other actions as may be required by the District State Aid Engineer.
- b. City Concurring Resolution and Acceptance of Jurisdiction. City shall, by concurring resolution pursuant to Minn. Stat. 162.02 Subd 10, and according to the process described in Chapter 3, Subdivision III of the MnDOT State Aid Manual, approve such revocation and accept jurisdiction over the Otter Lake Road Segment. City's actions shall include the adoption of a "Concurring Resolution (Revoking CSAH)" and such other actions as may be required by the District State Aid Engineer.

#### 2. Actions Pertaining to the WBP Segment.

- a. City Revocation as MSAS. The City shall:
  - i. pursuant to Minn. Stat. Chapter 162.09 Subd. 9, and according to the process described in Chapter 2, Section III of the MnDOT State Aid Manual, cause the WBP Segment to be revoked as an MSAS and shall transfer jurisdiction over the WBP Segment to the County; and
  - ii. execute and deliver to County a quit claim deed conveying to County all of City's right, title and interest, if any, in and to the WBP Segment. The form of quit claim deed will be prepared by the County and will be subject to City review and approval, which will not be unreasonably withheld or delayed.
- b. County Establishment as CSAH. County shall take all actions, pursuant to Minn. Stat. Chapter 162.02 and the MnDOT State Aid Manual, as are needed to accept jurisdiction over the WBP Segment and to establish the WBP Segment as a CSAH. County's actions shall include the adoption of a "Resolution Establishing CSAH" as required by Chapter 3, Subdivision III of the MnDOT State Aid Manual, and such other actions as may be required by the District State Aid Engineer, including the notification of online agencies of the new truck route based on the Jurisdictional Transfers.

3. **Timeframe.** County and City shall take the actions described in Sections 1 and 2 within six months after the full execution and delivery of this Agreement (or sooner, if possible).
4. **County Trail Improvements.** The County agrees to program a future project to fill a trail gap, connecting existing trail along White Bear Parkway from Township Parkway to Rotary Park. Such trail gap project will be included in the next iteration of the County's five-year Transportation Improvement Program published following the completion of the Jurisdictional Transfers.
5. **Recitals and Exhibits Incorporated.** The recitals and exhibits contained and/or referenced herein are expressly incorporated into and made part of this Agreement as if fully set forth herein.
6. This Agreement shall be governed by the laws of the State of Minnesota and it will remain in full force and effect until all express obligations are completed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**RAMSEY COUNTY**

By: *Zing Becker*  
County Manager

**CITY OF WHITE BEAR LAKE**

By: *[Signature]*  
Mayor

By: *[Signature]*  
City Manager

By: *Brad Estochen*  
[Brad Estochen \(Feb 11, 2026 15:07:55 CST\)](#)  
County Engineer

Approved as to form:

By: *Kathleen Ritter*  
Assistant Ramsey County Attorney

EXHIBIT A

DEPICTION OF OTTER LAKE ROAD SEGMENT AND WBP SEGMENT



EXHIBIT B

LEGAL DESCRIPTIONS OF THE OTTER LAKE ROAD SEGMENT AND WBP SEGMENT

## Otter Lake Road Segment

That part of Otter Lake Road (formerly County State Aid Highway 60) bounded on the north by the south line of Ninth Street (County Road 93) extended westerly and bounded on the south at a point 120.00 feet north of the South Quarter Corner of Section 15, Township 30, Range 22.

Together with all that platted within RAMSEY COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 48, according to the recorded plat thereof, Ramsey County, Minnesota.

Together with Parcel 10 of said RAMSEY COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 48.

## WBP Segment

### **WBP SEGMENT [PORTIONS LYING WITHIN THE CITY OF WHITE BEAR LAKE]:**

That part of White Bear Parkway, lying in the City of White Bear Lake, bounded on the south side by the north right of way line of County State Aid Highway 96 extended and bounded on the east side by the west right of way line of Otter Lake Road (County State Aid Highway 60) extended.

#### 2244228 – City of White Bear Lake – Quit Claim Deed

Together with a strip of land 80.00 feet in width over, under, and across the west 798 feet of the South Half of Government Lot 1 in Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the southeast corner of said Government Lot 1; thence South 89 degrees 59 minutes 37 seconds West, assumed bearing, along the south line of said Government Lot 1 a distance of 867.59 feet; thence North 0 degrees 20 minutes 20 seconds West 100.00 feet to the point of beginning of the centerline to be described; thence North 0 degrees 20 minutes 20 seconds West 561.36 feet more or less to its intersection with the northerly line of the South Half of said Government Lot 1 and there terminating.

#### 2373696 – City of White Bear Lake – Final Certificate, Eminent Domain

Together with a strip of land 80.00 feet in width over, under and across that part of the South 230 feet of the North Half of Government Lot 1 in Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the Southwest corner of said South 230 feet of the North Half of Government Lot 1; thence North 89 degrees 56 minutes 36 seconds East, assumed bearing, along the South line of said South 230 feet of the North Half of Government Lot 1 a distance of 456.31 feet to the point of beginning of the centerline to be described; thence North 0 degrees 20 minutes 20 seconds West 230.00 feet more or less to its intersection with the North line of said South 230 feet of the North Half of said Government Lot 1 and there terminating.

Together with the Right of Way dedicated per the of plats of KIM'S COMMERCIAL ADDITION and BIRCH COVE, according to the recorded plats thereof, Ramsey County, Minnesota.

#### 339502 – City of White Bear Lake – Certificate of Title

Together with Tract C, Registered Land Survey No. 453. (centerline description found in easement document below)

2406127 – City of White Bear Lake – Easement

A strip of land 80.00 feet in width over, under and across that part of the N  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  lying east of Highway 35E and west of the east 198 feet of said N  $\frac{1}{2}$  of the SE  $\frac{1}{4}$ , Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the northeast corner of said N  $\frac{1}{2}$  of the SE  $\frac{1}{4}$ ; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the north line of said SE  $\frac{1}{4}$  662.11 feet to the point of beginning of the centerline to be described; thence South 0 degrees 20 minutes 36 seconds East 938.95 feet; thence southerly 373.89 feet along a tangential curve, concave to the northwest, having a radius of 649.08 feet and a central angle of 33 degrees 00 minutes 16 seconds to a point of reverse curve; thence southerly 35.29 feet along a reverse curve, concave to the southeast, having a radius of 625.00 feet and a central angle of 03 degrees 14 minutes 06 seconds to its intersection with the south line of said N  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  and there terminating.

2244877 – City of White Bear Lake – Quit Claim Deed

Together with that part of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota described as follows:

Beginning at the Southeast corner of said Southwest Quarter; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the South line of said Southwest Quarter 40.00 feet; thence North 00 degrees 20 minutes 36 seconds West 308.34 feet; thence Northeasterly 231.82 feet along a tangential curve, concave to the Southeast, having a radius of 665.00 feet and a central angle of 19 degrees 58 minutes 25 seconds to its intersection with the East line of said Southwest Quarter distant 502.59 feet Northerly from the point of beginning; thence South 00 degrees 20 minutes 36 seconds East 535.59 feet to the point of beginning.

2297454 – City of White Bear Lake – Quit Claim Deed

Together with a strip of land 80.00 feet in width over, under and across that part of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip being described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the South line of said Northeast Quarter 662.11 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter and the point of beginning of the centerline to be described; thence North 0 degrees 20 minutes 36 seconds West, along the West line of said Southeast Quarter 308.44 feet; thence Northeasterly 375.42 feet along a tangential curve concave to the Southeast having a radius of 625.00 feet and a central angle of 34 degrees 24 minutes 58 seconds to its intersection with the North line of said Southeast Quarter of the Southeast Quarter of the Northeast Quarter and there terminating.

2282519 – City of White Bear Lake – Order, Eminent Domain

Together with a strip of land 80.00 feet in width over, under, and across that part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence South 89 degrees 48 minutes 16 seconds West, assumed bearing along the south line of said North Half of the Southeast Quarter 552.94 feet to the point of beginning of the centerline to be described; thence northeasterly 643.79 feet along a non-tangential curve concave to the southeast having a radius of 625.00 feet and a central angle of 59 degrees 01 minutes 05 seconds, and the chord of said curve bears North 63 degrees 34 minutes 54 seconds East to its intersection with the east line of said North Half of the Southeast Quarter and there terminating.

2260158 – City of White Bear Lake – Quit Claim Deed

Together with a strip of land 80.00 feet in width over, under, and across that part of the west 693 feet of Government Lot 1 lying north of Birch Lake Boulevard in Section 15, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the northwest corner of said Government Lot 1; thence South 00 degrees 19 minutes 23 seconds East, assumed bearing, along the west line of said Government Lot 1 a distance of 389.77 feet to the point of beginning of the centerline to be described; thence southeasterly 35.48 feet along a non-tangential curve concave to the south having a radius of 625.00 feet, a central angle of 03 degrees 15 minutes 09 seconds, and the chord of said curve bears South 85 degrees 16 minutes 58 seconds East; thence South 83 degrees 39 minutes 23 seconds East, tangent to said curve, 650.98 feet; thence easterly 11.15 feet along a tangential curve, concave to the northeast, having a radius of 625.00 feet and a central angle of 01 degrees 01 minutes 20 seconds, to its intersection with the east line of said west 693 feet of Government Lot 1 and there terminating.

Together with a strip of land 80.00 feet in width over, under, and across that part of Government Lot 1 lying east of the west 693 feet thereof in Section 15, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the northeast corner of said Government Lot 1; thence South 00 degrees 18 minutes 47 seconds East, assumed bearing, along the east line of said Government Lot 1 206.61 feet to the point of beginning of the centerline to be described; thence South 53 degrees 00 minutes 59 seconds West 225.59 feet; thence southwesterly and westerly 461.47 feet along a tangential curve concave to the northeast having a radius of 625.00 feet and a central angle of 42 degrees 18 minutes 17 seconds to its intersection with the east line of said west 693 feet of Government Lot 1 and there terminating.

Together with a strip of land 80.00 feet in width over, under, and across that part of the West Half of Government Lot 2 in Section 15, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the northwest corner of said Government Lot 2; thence South 00 degrees 18 minutes 47 seconds East, assumed bearing, along the west line of said Government Lot 2 a distance of 206.61 feet to the point of beginning of the centerline to be described; thence North 53 degrees 00 minutes 59

seconds East 134.18 feet; thence northeasterly 403.61 feet along a tangential curve, concave to the southeast having a radius of 625.00 feet and a central angle of 37 degrees 00 minutes 00 seconds to its intersection with the north line of said Government Lot 2; thence South 89 degrees 59 minutes 01 second East 169.85 feet to the northeast corner of said West Half of Government Lot 2 and there terminating.

Together with that part of the Northeast Quarter of the Northwest Quarter lying southerly of the Soo Line Railroad in Section 15, Township 30, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Northwest Quarter; thence North 89 degrees 59 minutes 01 seconds West, assumed bearing, along the south line of said Northeast Quarter of the Northwest Quarter 33.00 feet to the point of beginning of the parcel to be described; thence North 00 degrees 18 minutes 12 seconds West 40.00 feet; thence North 89 degrees 59 minutes 01 seconds West 790.96 feet; thence southwesterly 231.82 feet along a tangential curve concave to the southeast having a radius of 665.00 feet and a central angle of 19 degrees 58 minutes 25 seconds to its intersection with the south line of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 59 minutes 01 seconds East along said south line 1018.34 feet, more or less, to the point of beginning.

Together with the Right of Way dedicated per the plat of HUBMAN'S HIGH OAKS, accordingly to the recorded plat thereof, Ramsey County, Minnesota, owned by the City of White Bear Lake in fee per Amended Final Certificate, document number 767205.

**WBP SEGMENT [PORTIONS LYING WITHIN WHITE BEAR TOWNSHIP]:**

That part of White Bear Parkway, lying in White Bear Township, bounded on the south side by the north right of way line of County State Aid Highway 96 extended and bounded on the east side by the west right of way line of Otter Lake Road (County State Aid Highway 60) extended.

**2244877 – City of White Bear Lake – Quit Claim Deed**

Together with that part of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota described as follows:

Beginning at the Southeast corner of said Southwest Quarter; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the South line of said Southwest Quarter 40.00 feet; thence North 00 degrees 20 minutes 36 seconds West 308.34 feet; thence Northeasterly 231.82 feet along a tangential curve, concave to the Southeast, having a radius of 665.00 feet and a central angle of 19 degrees 58 minutes 25 seconds to its intersection with the East line of said Southwest Quarter distant 502.59 feet Northerly from the point of beginning; thence South 00 degrees 20 minutes 36 seconds East 535.59 feet to the point of beginning.

**2297454 – City of White Bear Lake – Quit Claim Deed**

Together with a strip of land 80.00 feet in width over, under and across that part of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, the centerline of said strip being described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the South line of said Northeast Quarter 662.11 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter and the point of beginning of the centerline to be described; thence North 0 degrees 20 minutes 36 seconds West, along the West line of said Southeast Quarter 308.44 feet; thence Northeasterly 375.42 feet along a tangential curve concave to the Southeast having a radius of 625.00 feet and a central angle of 34 degrees 24 minutes 58 seconds to its intersection with the North line of said Southeast Quarter of the Southeast Quarter of the Northeast Quarter and there terminating.

**2282519 – City of White Bear Lake – Order, Eminent Domain**

Together with a strip of land 80.00 feet in width over, under, and across that part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter: thence South 89 degrees 48 minutes 16 seconds West, assumed bearing along the south line of said North Half of the

Southeast Quarter 552.94 feet to the point of beginning of the centerline to be described; thence northeasterly 643.79 feet along a non-tangential curve concave to the southeast having a radius of 625.00 feet and a central angle of 59 degrees 01 minutes 05 seconds, and the chord of said curve bears North 63 degrees 34 minutes 54 seconds East to its intersection with the east line of said North Half of the Southeast Quarter and there terminating.

EXHIBIT C

WHITE BEAR PARKWAY JOINT POWERS AGREEMENT AND ANNEXATION DOCUMENTS

Joint Powers Agree

ROBERT F. LYDON

ATTORNEY AT LAW

201 MIDWEST FEDERAL BUILDING - SKYWAY LEVEL  
80 EAST FIFTH STREET, ST. PAUL, MINNESOTA 55101

ROBERT F. LYDON

PATTI L. SKILLINGS  
PARALEGAL

TELEPHONE 222-1446  
AREA CODE 612

September 10, 1985

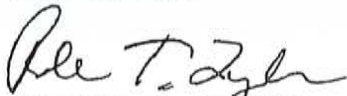
Mr. Steven D. Gatlin  
City of White Bear Lake  
4820 Cook Avenue  
White Bear Lake, Minnesota 55110

Re: City of White Bear Lake  
and Town of White Bear  
Joint Powers Agreement

Dear Mr. Gatlin:

Enclosed for your information are copies of the fully  
executed Joint Powers Agreement and Joint Resolution  
concerning the Annexation.

Sincerely,



ROBERT F. LYDON  
Attorney for Town Board  
Town of White Bear  
Ramsey County, Minnesota

RFL/pls  
Enc.

JOINT POWERS AGREEMENT  
BETWEEN THE CITY OF WHITE BEAR LAKE  
AND THE TOWN OF WHITE BEAR  
REGARDING ROADWAY IMPROVEMENTS AND  
WATER AND SANITARY SEWER INSTALLATION  
(NORTH BIRCH LAKE AREA IMPROVEMENT PROJECT)

THIS AGREEMENT, made and entered into on the day and year hereinafter set forth by and between the Town of White Bear (the "Town") and the City of White Bear Lake (the "City"); both of which are governmental subdivisions of the State of Minnesota located in the County of Ramsey.

RECITALS

a. The City, by Resolution No. 4883, and the Town, by Resolution dated May 6, 1985 (Exhibit A), have approved City and Town Improvement Project Nos. \_\_\_\_\_ and 1985-4, respectively, commonly referred to as the "North Birch Lake Area Sewer, Water, and Roadway Improvement Project" (the "Project"), which consists of the construction of an improved roadway surface, drainage improvements, and certain intersection improvements along with the installation of water and sanitary sewer mains and utility services.

b. A portion of the Project is to be built within the corporate city limits of the City and a portion is to be built within the Town. The portion of the Project to be built within the Town is generally located in an area bounded on the South by Birch Lake Boulevard North, on the West by I-35E, on

the North by the Soo Line Railroad tracks, and on the East by the City/Town boundary line; and in the City in areas bounded on the South by T.H. 96, on the West by I-35E, on the North by Birch Lake Boulevard North, and the East by Birch Lake, and bounded on the West by the City/Town boundary line, on the North by the Soo Line Railroad tracks, on the East by Otter Lake Road, and on the South by Birch Lake Boulevard North.

c. Subject to the terms hereof, the City is assuming full responsibility for the construction of the Project to be built both within the corporate limits of the City and that portion to be built within the limits of the Town.

d. The Town and the City recognize and acknowledge that the Project will benefit both the City and the Town.

e. The City and the Town will both assess the benefited properties within their jurisdictions for a portion of the costs of the Project, all as is more fully set forth below.

#### PURPOSE

The purpose of this Agreement is to set forth the terms of the agreement the City and the Town have reached regarding the construction, maintenance and financing of the Project both within the corporate limits of the City and within the limits of the Town, in accordance with Minnesota Statutes, Section 471.59.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings herein expressed, the Town and the City agree as follows:

1. The City is responsible for the construction of both the portion of the Project located within the City and the portion of the Project located within the Town. Therefore, the parties agree that:

a. The City shall design the Project, administer the construction of the Project, and conduct periodic inspection of the construction process. The Town shall have the right to inspect, review and comment upon the construction of the Project located within the Town; and shall have the right to review and comment upon the design, final plans, specifications, and construction accepted by the City at the Town's sole expense.

b. For purposes of performing its obligations under this Agreement, the Town hereby grants to the City the right to use the streets and public ways of the Town for purposes of constructing the Project, including any excavations necessary to perform work incidental to the performance of this Agreement; and the Town hereby agrees, through its departmental agencies, to cooperate to the fullest extent in the protection of any excavations or barricades that may be necessary for the work performed by the City.

2. After the City completes construction of the Project the City and the Town will arrange an agreement for general, routine and extraordinary maintenance, repairs, and improvements.

3. The total cost (except those associated with the sale of bonds and special assessments) of the Project, including, without limitation, construction costs, land acquisition costs, legal, administrative, and engineering fees, shall be allocated between the City and Town proportionately, 77.9% to the City and 22.1% to the Town. Any state or federal aid which is applied and directed by the City to the Project shall be credited between the City and Town in the same proportions.

4. Each municipality shall be solely responsible for their share of the costs of the Project. Each municipality intends to issue bonds for their share of the Project cost. It is anticipated that the bonds will be paid through the special assessment of those areas within the City and Town that are benefited by the Project. Each municipality shall be responsible for the sale of bonds and any special assessments.

5. The Town shall pay to the City monthly, as certain portions of the construction are completed, the Project amounts then due and payable for work completed. Upon completion of the entire Project, the Town will make the final payment after receiving the final cost statements from the City for the

completed Project. If it becomes apparent by the City that additional costs are needed to complete the Project, the City shall submit to the Town the Town's proportionate share of such costs, for their review and approval. If there are excess funds, such funds shall be distributed upon the same proportion listed above.

6. The Town and the City will agree by joint resolution to allow the City to annex the road right-of-way for this Project (described in attached Exhibit B) to allow the City to qualify for State Aid for Road Construction.

7. Use charges for water service provided by the Project shall be billed by the City directly to the owners or customers of said services, and the rate shall be the same rate charged for similar services furnished by the City for property lying within the City. Water meters will be required for all Town properties connecting to the City system.

8. Use charges for sanitary sewer service provided by the Project shall be billed by each municipality to their respective owners or customers of said services, and the rate shall be the same rate charged for similar services furnished by the City or Town for property lying within the City or Town.

9. Owners, or their agents, successors, or assigns, will pay to their respective City or Town the prevailing Metropolitan

Waste Control Commission Service Availability Charge and Sewer Connection Charge for each lot for which a sewer permit is issued at the time the permit is issued.

10. Owners, or their agents, successors, or assigns, will pay to the City the prevailing Water Connection Charge for each lot for which a water permit is issued at the time the permit is issued.

11. All applications for permits for connection to the sanitary sewer system constructed as herein before provided shall be made to their respective municipality, and the installation of such connections shall be by such respective municipality.

12. All applications for permits for connection to the City water system constructed as herein before provided shall be made to the City and the installation of such connections shall be by the City.

13. All use charges which are due on September 30th of each year more than 30 days past due and having been properly billed to the occupant of the premises served shall be certified by the City Clerk to the Town and the Town will certify to the Auditor of Ramsey County before the 10th day of October to each year, and the Town in so certifying such charges to the County Auditor shall specify the amount thereof, the description of the premises served, and the name of the owner thereof. The amount

so certified shall be extended by the Auditor on the tax rolls against such premises in the same manner as other taxes. Upon receipt of such payment from Ramsey County, the Town shall pay over to the City the delinquent charges so collected.

14. Each municipality shall obtain property or right-of-way easements within their municipal boundaries that are needed for this project and the costs shall be included in the total project costs.

15. Before this Agreement shall become binding and effective it shall be approved by an appropriate resolution of the City Council of the City and of the Town Board of the Town, which shall be attached hereto as Exhibits C and D, respectively.

IN WITNESS WHEREOF, the City and the Town have caused this Agreement to be executed on behalf of their proper officers, council and board.

Dated: 8-13-85

CITY OF WHITE BEAR LAKE

James Briggs  
Mayor

Raymond G. Hubenaker  
City Clerk

Dated: 9/7/85

TOWN OF WHITE BEAR

George A. Jorgensen  
Board Chairman

Wm. McKinnon  
Town Clerk

JOINT RESOLUTION BETWEEN THE TOWN OF WHITE BEAR AND THE  
CITY OF WHITE BEAR LAKE DESIGNATING AREAS FOR ORDERLY  
ANNEXATION PURSUANT TO MINNESOTA STATUTES 414.0325

BE IT RESOLVED by the Town of White Bear (the "Town"), by and through its Board of Supervisors, and the City of White Bear Lake, (the "City"), by and through its City Council jointly agree to the following:

WHEREAS, the Town of White Bear and the City of White Bear Lake will be working jointly in constructing a road, part of which is in the Town of White Bear and part of which is in the City of White Bear Lake,

AND WHEREAS, the Town Board of the Town of White Bear and the City Council of the City of White Bear Lake agree that in order to obtain adequate State funding, it would be desirable for the entire roadway to be within the City of White Bear Lake,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WHITE BEAR AND THE CITY COUNCIL OF THE CITY OF WHITE BEAR LAKE:

1. That the Town Board of the Town of White Bear and the City Council of the City of White Bear Lake by joint resolutions designate that the following legally described area, to-wit:

That part of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota described as follows: Beginning at the southeast corner of said Southwest Quarter; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the south line of said southwest Quarter 40.00 feet; thence North 0 degrees 20 minutes 36 seconds West 308.34 feet; thence northeasterly 231.82 feet along a tangential curve, concave to the southeast, having a radius of 665.00 feet and a central angle of 19 degrees 58 minutes 25 seconds to its intersection with the east line of said Southwest Quarter distant 535.59 feet northerly from the point of beginning; thence South 0 degrees 20 minutes 36 seconds East 535.59 feet to the point of beginning. Said parcel contains 0.35 acres more or less.

A strip of land 80.00 feet in width over, under, and across that part of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the south line of said Northeast Quarter 662.11 feet to the southwest corner of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter and the point of beginning of the centerline to be described; thence North 0 degrees 20 minutes 36 seconds west, along the west line of said Southeast Quarter 308.44 feet; thence northeasterly 375.42 feet along a tangential curve concave to the southeast having a radius of 625.00 feet and a central angle of 34 degrees 24 minutes 58 seconds to its intersection with the north line of said Southeast Quarter of the Southeast Quarter of the Northeast Quarter and there terminating. Said parcel contains 1.17 acres more or less.

A strip of land 80.00 feet in width over, under, and across that part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota. The centerline of said strip is described as follows: Commencing at the southeast corner of said North Half of the Southeast Quarter; thence South 89 degrees 48 minutes 16 seconds West, assumed bearing along

along the south line of said North Half of the Southeast Quarter 552.94 feet to the point of beginning of the centerline to be described; thence northeasterly 643.79 feet along a non-tangential curve concave to the southeast having a radius of 625.00 feet and a central angle of 59 degrees 01 minutes 05 seconds, and the chord of said curve bears North 63 degrees 34 minutes 54 seconds East to its intersection with the east line of said North Half of the Southeast Quarter and there terminating. Said parcel contains 1.18 acres more or less.


which is located in the Town of White Bear, may be annexed to the City of White Bear Lake.

2. The Town Board of the Town of White Bear and the City Council of the City of White Bear Lake do hereby designate that the above parcel of land is in need of orderly annexation.
3. Both the Town and the City agree that no alteration of the stated boundaries is appropriate. Furthermore, both parties agree that no consideration by the Board is necessary. Upon receipt of this resolution, the Municipal Board may review and comment, but shall, within thirty (30) days order the annexation in accordance with the terms of the joint resolution.
4. That the joint resolution set forth herein shall be submitted by the Town Clerk of the Town of White Bear to the Minnesota Municipal Board for said Board to proceed and order the annexation of the above described property pursuant to the terms of Minnesota Statutes, Section 414.0325, and this Orderly Annexation Resolution.
5. That immediate action is requested from the Minnesota Municipal Board since road construction is involved in this matter.
6. That the Town and the City further resolve to fully cooperate with the Minnesota Municipal Board in connection with this orderly annexation resolution and agreement.

The above Resolution is hereby adopted and approved by the Town Board opervisors of the Town of White Bear, Ramsey County, Minnesota, on this 19 day August, 1985.

  
George A. Jungkunz, Chairman

ATTEST:

  
William J. Malinen, Town Clerk

The above Resolution is hereby adopted and approved by the City Councilt. of White Bear Lake on this 9th day of July, 1985.

APPROVED BY:

  
Jerry Briggs, Mayor

ATTEST:

  
Raymond R. Siebenaler, City Clerk

**ROBERT F. LYDON**

ATTORNEY AT LAW

201 MIDWEST FEDERAL BUILDING - SKYWAY LEVEL  
50 EAST FIFTH STREET, ST. PAUL, MINNESOTA 55101

ROBERT F. LYDON

PATTI L. SKILLINGS  
PARALEGAL

RECEIVED  
SEP  
TOWN OF WHITE BEAR  
TELEPHONE 222-1446  
AREA CODE 612

September 5, 1985

Mr. William J. Malinen, Town Clerk  
Town of White Bear  
1281 Hammond Road  
White Bear Lake, Minnesota 55110

Re: Improvement 1985-4  
Annexation

Dear Bill:

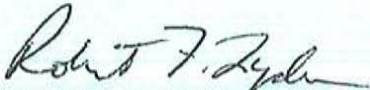
Enclosed are two original Joint Resolutions between the City and the Town concerning the annexation of the road right-of-way for the North Birch Lake Area Improvement Project.

The Resolutions show that the City approved the Resolution on July 9, 1985, however, I did not receive this from the City until the end of August.

Please have yourself and George sign the Resolution and return one original to our office and retain the other original of the same Resolution for your files.

After I receive the signed Resolution back from you I will bring it to the Municipal Board for their consideration.

Sincerely,

  
ROBERT F. LYDON

RFL/pls  
Enc.

RESOLUTION APPROVING THE JOINT POWERS AGREEMENT  
 BETWEEN THE CITY OF WHITE BEAR LAKE AND THE TOWN OF WHITE BEAR  
 REGARDING ROADWAY IMPROVEMENTS AND  
 WATER AND SANITARY SEWER INSTALLATIONS  
 (NORTH BIRCH LAKE AREA IMPROVEMENT PROJECT)

WHEREAS, the City Council has ordered the public improvements contemplated by City Project No. 85-04 regarding installation of sanitary sewer, water main, and roadway restoration improvements to the North Birch Lake Area Improvement Project.

WHEREAS, the City Council desires to cooperate with the Town of White Bear in the completion of this Improvement Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of White Bear Lake, Minnesota:

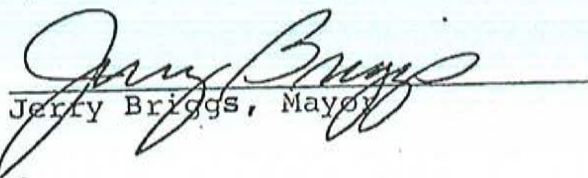
1. That the Mayor and City Clerk be authorized to execute on behalf of the City the attached Joint Powers Agreement between the City of White Bear Lake and the Town of White Bear regarding roadway improvements and water and sanitary and sewer installation (North Birch Lake Area Improvement Project).

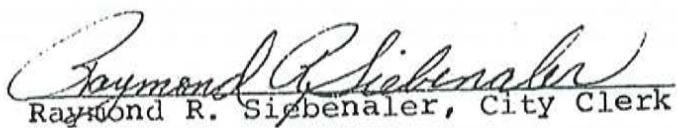
2. That such Agreement be contingent upon the Town of White Bear approving the Joint Powers Agreement in similar form.

The foregoing resolution, offered by Councilman Hill and supported by Councilwoman Sklar, was declared carried on the following vote:

Ayes: Sheely, Bennis, Sklar, Hill  
 Nays: None  
 Passed: August 13, 1985

ATTEST:

  
 Jerry Briggs, Mayor

  
 Raymond R. Siebenaler, City Clerk

1785-4  
RECEIVED  
OCT 20 1985  
TOWN OF WHITE BEAR

BEFORE THE MUNICIPAL BOARD  
OF THE STATE OF MINNESOTA

Kenneth F. Sette                      Chairman  
Richard A. Sand                      Vice Chairman  
Shirley J. Mihelich                      Commissioner

-----  
IN THE MATTER OF THE ORDERLY ANNEXATION )  
AGREEMENT BETWEEN THE CITY OF WHITE BEAR )                      ORDER  
LAKE AND THE TOWN OF WHITE BEAR PURSUANT )  
TO MINNESOTA STATUTES 414                      )  
-----

WHEREAS, a joint resolution for orderly annexation was adopted by the City of White Bear Lake and the Town of White Bear and duly accepted by the Minnesota Municipal Board; and

WHEREAS, a resolution was received from the City of White Bear Lake and the Town of White Bear indicating their desire that certain property be immediately annexed to the City of White Bear Lake pursuant to M.S. 414.0325, Subdivision 1; and

WHEREAS, M.S. 414.0325 requires that the Minnesota Municipal Board review and comment, but within 30 days approve the annexation of land pursuant to said subdivision; and

WHEREAS, on October 11, 1985, the Minnesota Municipal Board has reviewed and approved the joint agreement for orderly annexation;

IT IS HEREBY ORDERED: That the following described property is hereby annexed to the City of White Bear Lake, Minnesota, the same as if it had originally been make a part thereof:

That part of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 30, Range 22, Ramsey County, Minnesota described as follows: Beginning at the southeast corner of said Southwest Quarter; thence South 89 degrees 47 minutes 33 seconds West, assumed bearing, along the south line of said southwest Quarter 40.00 feet; thence North 0 degrees 20 minutes 36

seconds West 308.34 feet; thence northeasterly 231.82 feet along a tangential curve, concave to the southeast, having a radius of 665.00 feet and a central angle of 19 degrees 58 minutes 25 seconds to its intersection with the east line of said Southwest Quarter distant 535.59 feet northerly from the point of beginning; thence South 0 degrees 20 minutes 36 seconds East 535.59 feet to the point of beginning. Said parcel contains 0.35 acres more or less.

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IT IS FURTHER ORDERED: That the effective date of this order is  
October 11, 1985.

Dated this 11th day of October, 1985.

MINNESOTA MUNICIPAL BOARD  
165 Metro Square Building  
St. Paul, Minnesota 55101

  
Patricia D. Lundy  
Assistant Director

EXHIBIT D  
UTILITY OWNERSHIP MAP

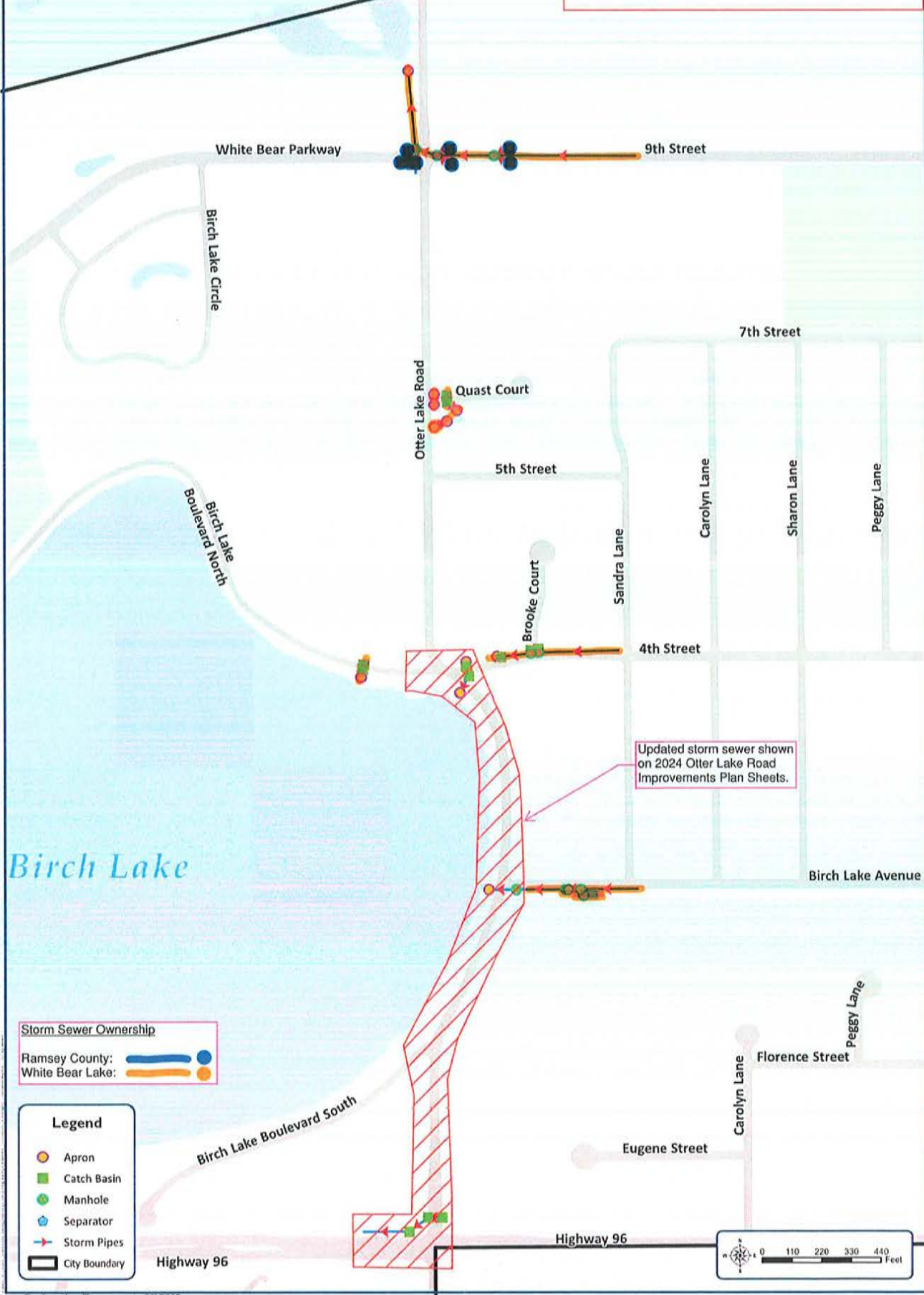


# Otter Lake Road - Storm



## City of White Bear Lake



White Bear Township

Exhibit D - Utility Ownership Map



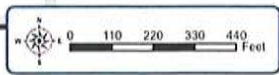
**Storm Sewer Ownership**

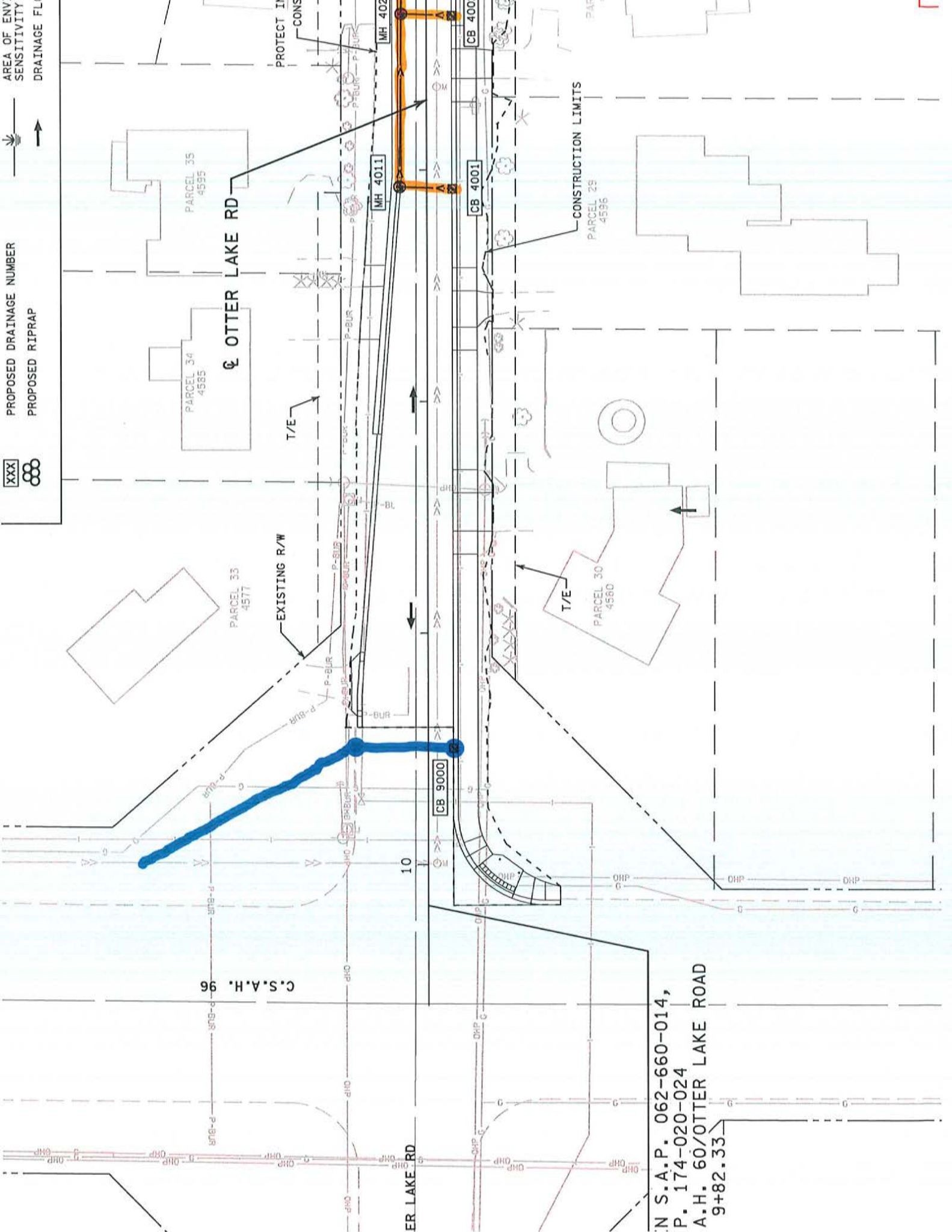
Ramsey County:  

White Bear Lake:  

- Legend**
-  Apron
  -  Catch Basin
  -  Manhole
  -  Separator
  -  Storm Pipes
  -  City Boundary

Updated storm sewer shown on 2024 Otter Lake Road Improvements Plan Sheets.





AREA OF ENV. SENSITIVITY  
DRAINAGE FLC

PROPOSED DRAINAGE NUMBER  
PROPOSED RIPRAP



C.S.A.H. 96

ER LAKE RD

OTTER LAKE RD

N.S.A.P. 062-660-014,  
P. 174-020-024  
A.H. 60/OTTER LAKE ROAD  
9+82.33

PROTECT IN  
CONS

CONSTRUCTION LIMITS  
PARCEL 29  
4596

EXISTING R/W

T/E  
PARCEL 30  
4560

MH 4011

MH 402

CB 9000

CB 4001

CB 4002

10

OHP

OHP

OHP

BL

T/E

P-BUR

P-BUR

P-BUR

P-BUR

P-BUR

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PARCEL 33  
4577

PARCEL 34  
4585

PARCEL 35  
4595

PAR



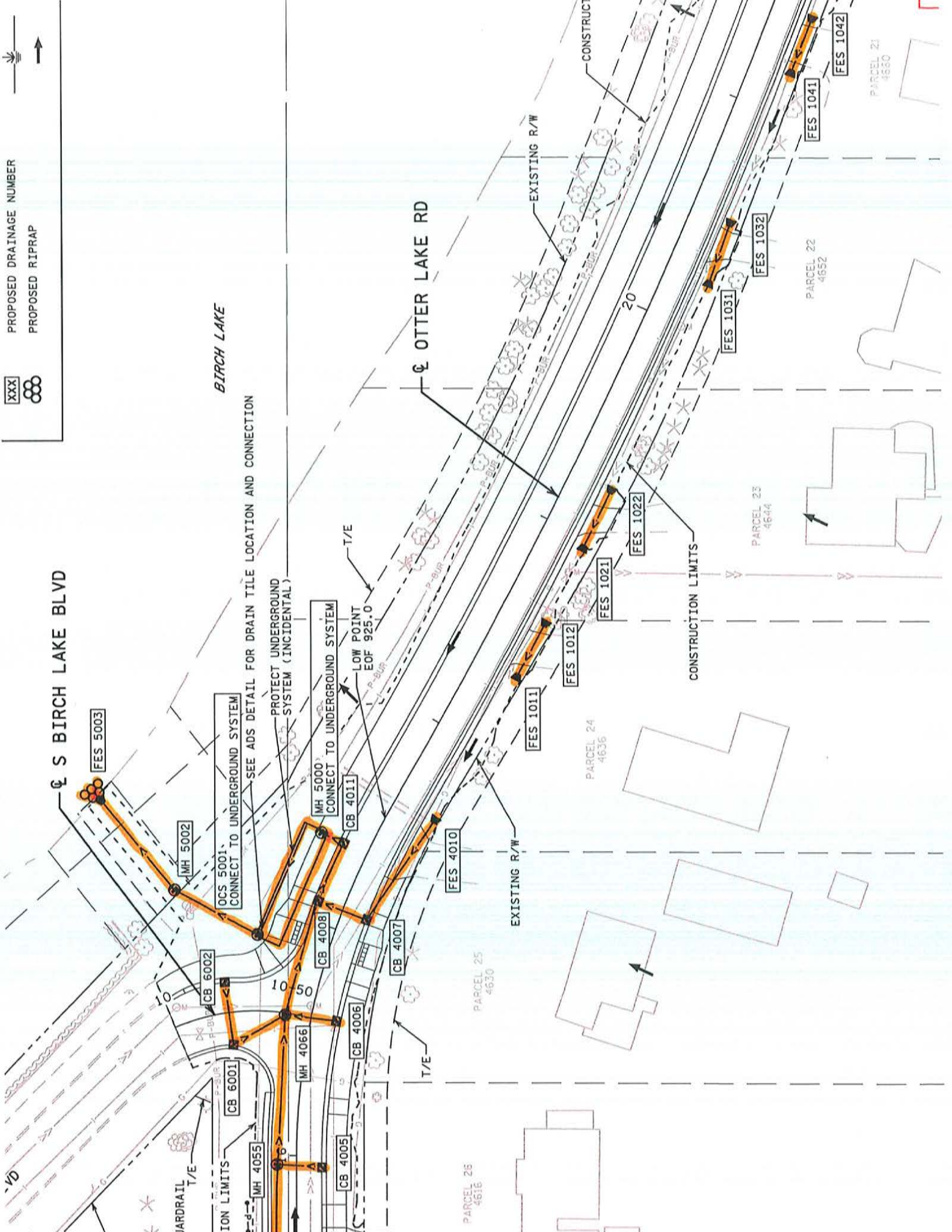
PROPOSED DRAINAGE NUMBER  
 PROPOSED RIPRAP



CL S BIRCH LAKE BLVD

BIRCH LAKE

CL OTTER LAKE RD



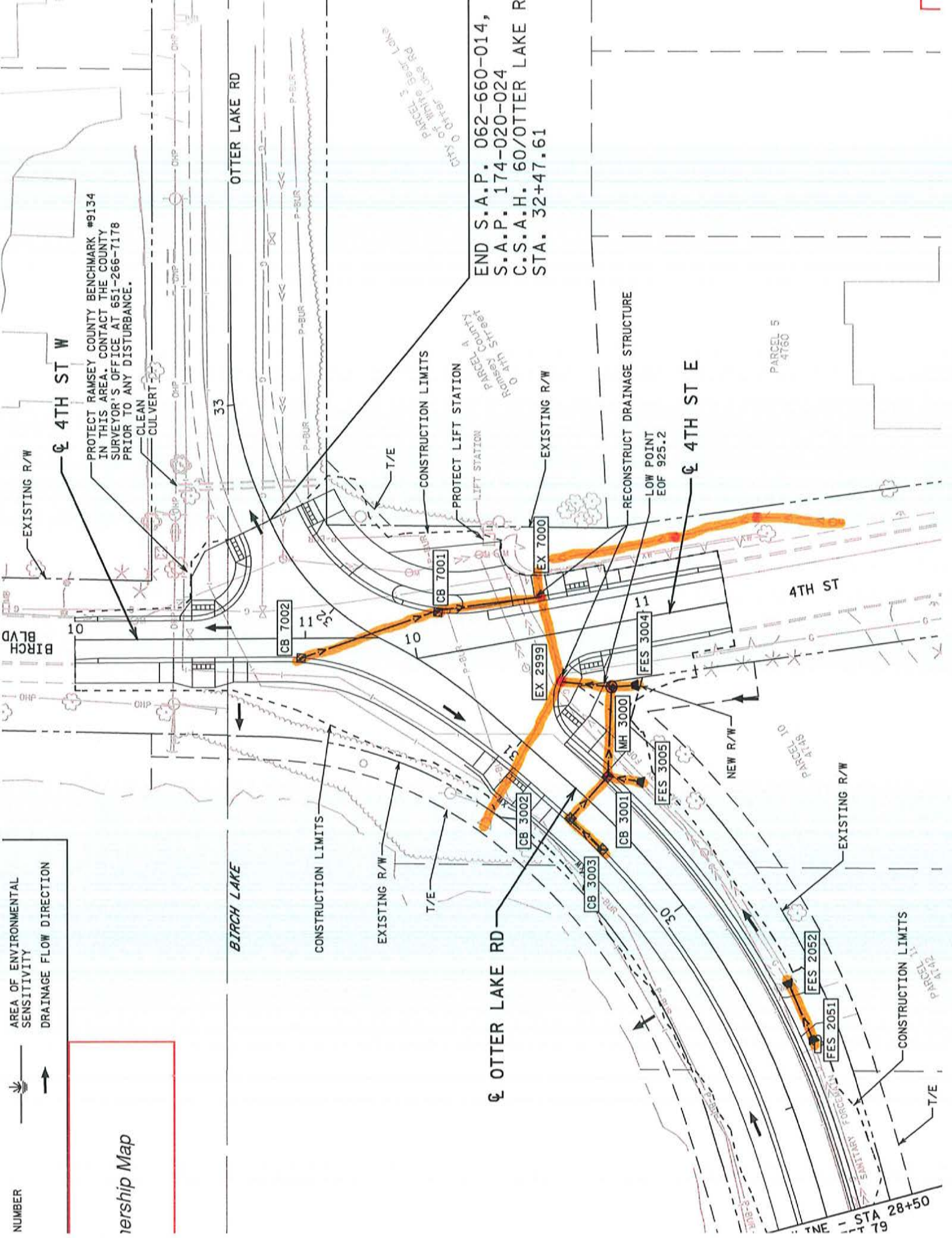


NUMBER

AREA OF ENVIRONMENTAL SENSITIVITY

DRAINAGE FLOW DIRECTION

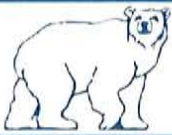
ership Map



PROTECT RAMSEY COUNTY BENCHMARK #9134  
IN THIS AREA. CONTACT THE COUNTY  
SURVEYOR'S OFFICE AT 651-266-1178  
PRIOR TO ANY DISTURBANCE.

END S.A.P. 062-660-014,  
S.A.P. 174-020-024  
C.S.A.H. 60/OTTER LAKE R  
STA. 32+47.61

STA 28+50

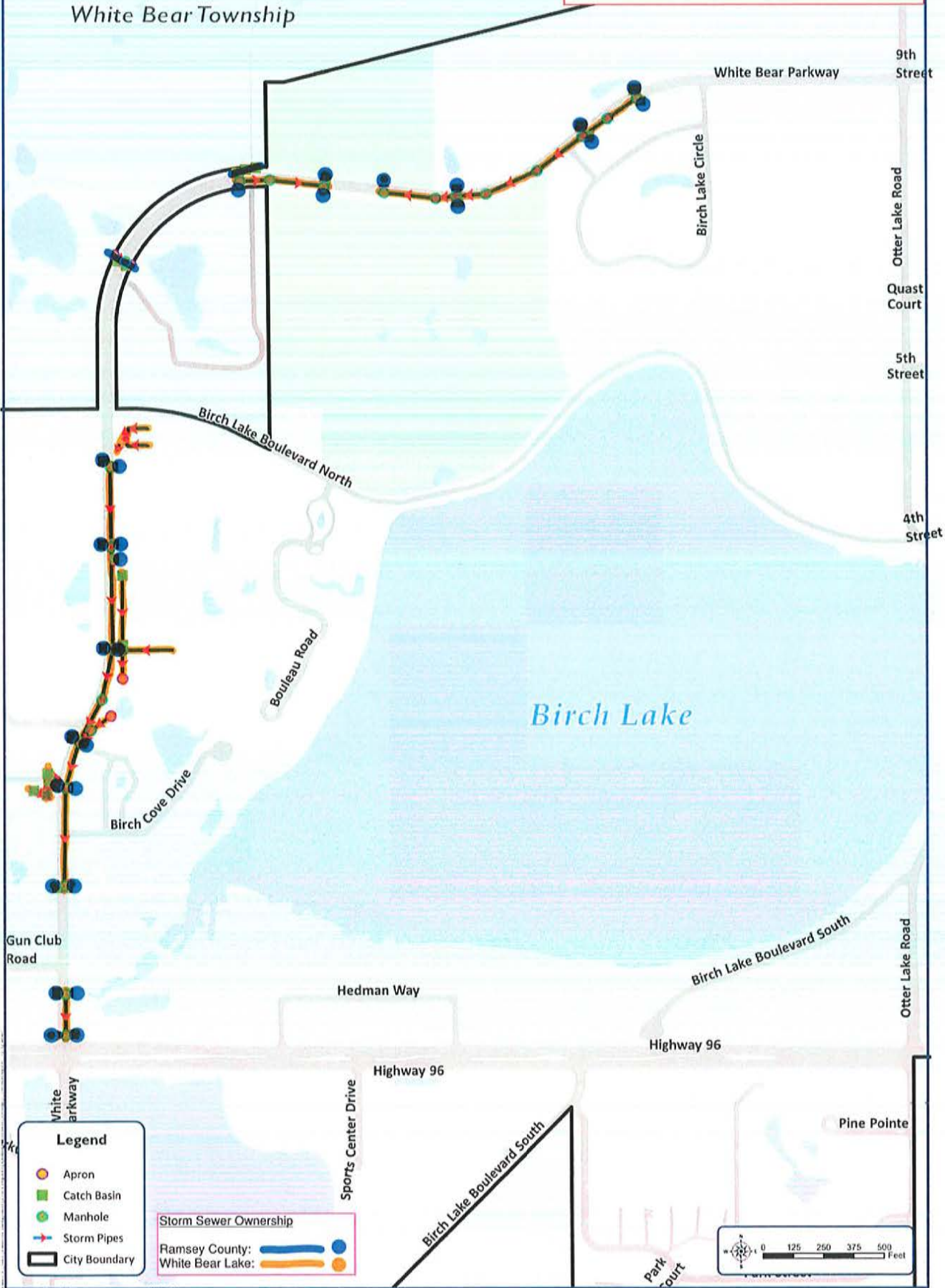


# White Bear Parkway - Storm

## City of White Bear Lake

Exhibit D - Utility Ownership Map

White Bear Township





# Otter Lake Road - Water

## City of White Bear Lake

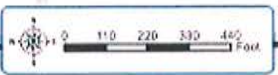
Exhibit D - Utility Ownership Map

White Bear Township



**Water Main Ownership**  
 White Bear Lake: All City-Owned

- Legend**
- Hydrant
  - Valve
  - Water Pipes
  - City Boundary





# White Bear Parkway - Water

## City of White Bear Lake

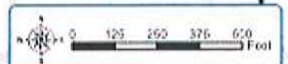
Exhibit D - Utility Ownership Map

White Bear Township



- Legend**
- Hydrant
  - Valve
  - PIV
  - Valve MI
  - Water Pipes
  - City Boundary

**Water Main Ownership**  
 White Bear Lake: All City-Owned





# Otter Lake Road - Sanitary

## City of White Bear Lake

Exhibit D - Utility Ownership Map

White Bear Township

White Bear Parkway

Birch Lake Circle

9th Street

7th Street

Otter Lake Road

Quast Court

5th Street

Sandra Lane

Carolyn Lane

Sharon Lane

Peggy Lane

Brooke Court

4th Street

Birch Lake Boulevard North

Birch Lake

Birch Lake Avenue

Peggy Lane

Carolyn Lane

Florence Street

Eugene Street

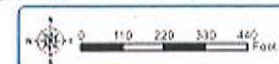
Sanitary Sewer Ownership  
White Bear Lake: All City-Owned

**Legend**

- Lift Station
- Manhole
- Forcemain
- Gravity Sewermain
- City Boundary

Highway 96

Highway 96





# White Bear Parkway - Sanitary

City of White Bear Lake

Exhibit D - Utility Ownership Map

White Bear Township

