CITY OF GEM LAKE



Heritage Hall 4200 Otter Lake Road | Gem Lake, MN 55110 651-747-2790/92 | 651-747-2795 (fax)



E-mail city@gemlakemn.org

City Council Meeting - August 20, 2024

Call to Order of City Council Meeting				
By Mayor Artig-Swomley at 7: p.m.				
Call of Roll				
Artig-Swomley Cacioppo Hynes-Amlee Johnson Lindner				
Approve Agenda and Minutes				
 Accept the Agenda for the August 20, 2024, City Council Meeting Approve the Minutes from July 16, 2024, City Council Meeting Accept the Minutes from the August 14, 2024, Planning Commission Meeting 				
Special Presentations/Public Hearings				
• None				
Consent Agenda				
 Resolution #2024-015 August 2024 Donation to White Bear Lake Area Food Shelf Resolution #2024-016 August 2024 Donation to Willow Lane Elementary Monthly Financial Report(s) Quarterly Financial Report(s) Claims 				
Committee Reports				
Planning Commission				
Old Business				
 Newsletter Updates / Topics / Suggestions Funding Update on Municipal Water System City Council Pay Discussion 				
New Business				
 Ordinance No. 91 Administration Discussion BS&A Accounts Receivable Quote Electronic Payment Processing Service Quotes Villas Entrance Tree Removal Quote Archery Deer Hunting Applications 7 Daniels Farm Road Future Charitable Gambling Donations White Bear Lake Emergency Food Shelf 				
Community Outreach to Other Cities and Government Bodies				
Presentations from the Public, 2 minutes maximum				
Open Items for Council Members to Bring Up				
Future Council Meetings				

Adjournment – The meeting adjourned at _____

Attendance Inquiry

Next City Council Meeting, Tuesday, September 17, 2024

Next City Council Workshop, Monday, September 9, 2024 - CANCELED

City of Gem Lake City Council Meeting – July 16, 2024 Meeting Minutes

Mayor Gretchen Artig-Swomley called the meeting to order at 7:00 p.m. Councilmembers Len Cacioppo, Jim Lindner, Ben Johnson, and Laurel Amlee were present. Also present: City Attorney Kevin Beck, City Treasurer Tom Kelly, MPCA Hydrogeologist Michael Ginsbach, MPCA Environmental Specialist Drew Bahl, MN Department of Health Environmental Research Scientist Emily Hansen, Planning Commission Chair Joshua Patrick, Acting City Clerk Melissa Lawrence and residents Jim Wilson, David Birkebak, Steve Varley and Carol Schacht.

July 16, 2024, Agenda

A motion was introduced by Councilmember Linder to accept the agenda, seconded by Councilmember Cacioppo. Motion carried 5-0.

Minutes

A motion was introduced by Councilmember Lindner, seconded by Councilmember Cacioppo to approve the June 18, 2024, City Council Meeting Minutes. Motion carried 5-0.

A motion was introduced by Councilmember Lindner, seconded by Councilmember Cacioppo to accept the July 9, 2024, Planning Commission Meeting Minutes. Motion carried 5-0.

Special Presentations/Public Hearings

MPCA Update – Minnesota Pollution Control Agency Representatives Time Grape and Michael Ginsbach

Michael Ginsbach of the MPCA shared with the Council and those in attendance a small update on the well contamination in Gem Lake. A round of well testing took place in February for those that had their water turned on outside, and another test was completed in May to get those that were not completed in February. Some testing was also completed on the other side of the railroad tracks. The bonding bill was not approved at the last legislative session, but the MPCA will continue to pursue it at the next session. Contamination numbers are staying consistent with some areas slowly going down, with the exception of one property whose numbers went up.

The Council asked Mr. Ginsbach a couple questions along the lines of:

- Where do we stand with well testing?
- When will the May results be published?
- Does the rainwater affect sampling?

A summary from Mr. Ginsbach was that more testing will be done in the future of the residential wells and testing of potential sources of contamination. At this time, the one potential source is still Cortec Corporation located on White Bear Parkway in White Bear Township. May results are ready, and Mr. Bahl will get them put on the website and get the information to the Council. Rainwater can have an effect on samples, it all depends on where the recharge zones are.

Some of the residents in attendance asked questions along the lines of:

- When will the next set of samples be taken?
- Can the contamination map be updated to accurately reflect house locations for elevation difference purposes?
- With the speed of water penetrating the soil is there a chance something is going through the well casing?

A summary from Mr. Ginsbach was that more sampling will take place later in the year and he will work on getting the map and website fixed to reflect accurate information. Older wells may be more susceptible to water penetration because they may not have been fully grouted. Standards have since changed.

Consent Agenda

Resolution #2024-013 July 2024 Donation to White Bear Lake Area Food Shelf Resolution #2024-014 Joint Cooperation Agreement with the Ramsey County Housing and Redevelopment Authority Monthly Financial Report(s) Claims

All items on the consent agenda were reviewed by the Council. Councilmember Lindner introduced a motion to approve all the items listed on the consent agenda as is, seconded by Councilmember Cacioppo. Motion carried 5-0.

Committee Reports

Commission Chair Joshua Patrick shared that the Planning Commission reviewed the newly consolidated liquor ordinance at their July 9 meeting. With the assistance of City Planner Evan Monson and input from City Attorney Kevin Beck, a new liquor ordinance was created that combined both the non-intoxicating and intoxicating liquor ordinances and ensured it was compliant with state statutes. The Commission moved to forward the consolidated ordinance to City Council for approval.

Old Business

Newsletter Updates / Topics / Suggestions

Mayor Artig-Swomley shared that a recent newsletter went out and there is no rush to get another one out but would like to aim for a September edition. Mayor Artig-Swomley presented ideas for the next edition of the City Newsletter to include pieces such as the MPCA report, recycling numbers, funding finalists for our municipal water supply project, and trees planted on public land.

Update on Open Space Improvements

Willow River trees have been planted, and the city is still waiting on the Tree Trust to get out and do their free plantings. White Bear Township Public Works will handle the watering of the new trees. Volunteers from the Villas development picked the cottonwood trees that began to grow and piled them up and White Bear Township Public Works came and collected the brush pile for them.

Funding Update on Municipal Water System

Gem Lake is a finalist for 1.1 million to go towards the Municipal Water System project. This money is not a guarantee, but it is a good sign. If awarded, this money is not time sensitive and will have no expiration date for when the City needs to use it by.

New Business

Liquor Ordinance Consolidation Ordinance No. 146

The City Council tasked the Planning Commission with reviewing and combining ordinances regarding Liquor. The Ordinances include:

- 1. Ordinances 9 and 65 Intoxicating Liquor
- 2. Ordinance 116 Non-Intoxicating Liquor

Ordinances 9, 65 and 116 were combined into a new Ordinance, Ord. No. 146. An initial draft was reviewed at the May Planning Commission meeting.

In the meantime, City staff found a draft ordinance that was approved by City Council on January 15th, 2019. This was an amendment to Ord. No. 9. Said ordinance was never posted on the City's website by previous staff, nor was a 'final' version saved in City records. For clarity, this ordinance will be referred to in this memo as "Ord. 2019."

Due to the new information in Ord. 2019, staff further revised Ord. No. 146 to reflect some of the content in Ord. 2019, as well as the content from the League of Minnesota Cities (LMC) model ordinance.

Intoxicating Liquor

Ord. No. 9 was adopted in 1963 and was amended in 1989, 2009, 2022, and 2023. This ordinance regulates the sale and consumption of liquor, and the penalties for violation. The most recent amendment, Ord. No. 116, has been incorporated into proposed Ord. No. 146.

Non-Intoxicating Liquor

Ord. No. 65 was adopted in 1995 and amended in 2009. This ordinance regulates the sale and consumption of non-intoxicating liquor and the penalties for violation. Ord. 65 has been incorporated into Proposed Ord. No. 146.

Ordinance 2019

The adopted Ord. No. 9 (Ord. 2019) was approved by City Council on January 15th, 2019. This was a combined intoxicating and non-intoxicating liquor ordinance. There have been two amendments to Ord. No. 9 since 2019, creating significant differences in content between this version and the version of Ord. No. 9 on the City's website. Aspects of Ord. 2019 were incorporated into proposed Ord. No. 146.

Proposed New Ordinance

Ord. No. 146 combined the above liquor ordinances. Changes proposed include revising the definitions to include references to terms in state statutes, removing references to fee amounts and placing them in the Fee Schedule (Ord. No. 135), and adding measurable distance requirements regarding locations.

The Planning Commission recommended the City Council adopt Ordinance No. 146 Liquor, which includes the incorporation of Ordinance No. 9, Ordinance No. 65 and Ordinance 2019. Councilmember Lindner introduced a motion to approve Ordinance No. 146, seconded by Councilmember Cacioppo. Motion carried 5-0.

Fee Schedule Updates

With updates made to the liquor ordinance City Planner Evan Monson suggested that the fees be added to the fee schedule instead of being referenced in the liquor ordinance itself. Another suggested change to the fee schedule is the addition of a fee for a lot line adjustment. This fee will be like the other subdivision fees. The Escrow is also being changed from 1% of market value to \$1,000 for each fee to cover additional costs.

Councilmember Lindner introduced a motion to approve the fee schedule changes, seconded by Councilmember Cacioppo. Motion carried 5-0.

Future Charitable Gambling Donations

White Bear Lake Emergency Food Shelf

Mayor Artig-Swomley suggested that the Council donate in August in the amount of \$1,000.00 to the White Bear Lake Emergency Food Shelf. Councilmember Lindner introduced a motion to request a donation in the amount of \$1,000.00 for the White Bear Lake Emergency Food Shelf, seconded by Councilmember Cacioppo. Motion carried 5-0.

Willow Lane Elementary

Mayor Artig-Swomley suggested that the Council authorize the City Clerk to spend \$700.00 on school supplies to cover the cost of inflation. She also suggested that the Council donate \$500.00 to the school to use at their discretion. Councilmember Lindner introduced a motion to authorize the City Clerk to spend \$700.00 on supplies and to request a donation in the amount of \$500.00 to be used at the school's discretion, seconded by Councilmember Cacioppo. Motion carried 5-0.

Community Outreach to Other Cities and Government Bodies

Mayor Artig-Swomley and City Attorney Kevin Beck have a meeting with the City of White Bear Lake on Monday, July 22 at 1:00 p.m. to discuss the debt service fee and determine how what they are asking for is legal. No updates from Vadnais Heights at this time regarding the water at the Villas.

Presentation from the Public, 2 Minutes Maximum

Resident Jim Wilson asked the Council if there will ever be an opportunity to pay for your utility bill online, and if there was a search option on the website. Mayor Artig-Swomley shared that with the transition to a new software system there will be the option to pay your bill online. The City will also be doing a website refresh next year and can work on including a search bar as an option.

Resident Carol Schacht asked about the garbage survey from a while back and based on the results if the City was looking into a contracted garbage hauler. Mayor Artig-Swomley shared that most of the residents were against a city contracted garbage hauler and that the City would not be pursuing it at this time.

Open Items for Council Members to Bring Up

None

Future Council Meetings

City Council, Tuesday, August 20, 2024. City Council Workshop, Monday, August 12, 2024, is CANCELED.

Attendance Inquiry

At this time Councilmember Amlee may not be able to attend the August meeting. Councilmember Johnson will not be in attendance at the August meeting.

Adjournment

Being there no further business, following a motion from Councilmember Lindner, seconded by Councilmember Artig-Swomley, the meeting adjourned at 7:54 p.m.

Respectfully submitted, Melissa Lawrence

City of Gem Lake Planning Commission Meeting – August 14, 2024 Meeting Minutes

Planning Commission Chair Joshua Patrick called the meeting to order at 7:00 p.m. Commission Members Art Pratt, Don Cummings, and Stephanie Farrell were present. Not present was Commission Member Derek Wippich. Also present: City Planner Evan Monson, City Attorney Kevin Beck, Acting City Clerk Melissa Lawrence, Phillps Architects & Contractors President David Phillips, and Krunch Dumpster Compacting President Joe Huth.

August 14, 2024

A motion was introduced by Commissioner Pratt to accept the agenda, seconded by Commissioner Farrell. Motion carried 4-0.

Minutes

A motion was introduced by Commissioner Pratt, seconded by Commission Chair Patrick to approve the July 9, 2024, Planning Commission Meeting minutes. Motion carried 4-0.

Public Hearings

Zoning Requests – Barnett Kia (Zoning Compliance Request, Lot Line Adjustment Request, Zoning Amendment Request)

Commission Chair Patrick introduced a motion to open the public hearing on the matter at 7:01 p.m., seconded by Commissioner Pratt. Motion carried 4-0.

City Planner Evan Monson summarized the requests. At 3610 Highway 61, Barnett Companies is looking to remove their existing building (31,865 SF) and build a new one (34,060 SF) on the north side of their property. The building would be an upgraded version of their existing one, including spaces for a carwash, service garage, sales floor, vehicle delivery, and administration. The existing building is proposed to remain until the new building is constructed, and then would be removed. Phasing and sequencing plans would be put in place to remain operational during construction.

The property to the north, 3700, is also owned by Barnett Properties. Both properties are within the City's Gateway District and are within the Neighborhood Center Sub-Zone. The applicant's proposed building type would not be consistent with the building types currently in the Gateway District, while the proposed use is currently listed as a nonconforming use in the zone.

This request requires three separate applications for review and approval:

- 1. **A lot line adjustment application.** Barnett Properties owns both subject properties and is requesting a lot line adjustment to the north, to align with the parking lot entrances. The city has reviewed lot line adjustments through the 'Minor Subdivision' process.
- 2. **A zoning ordinance amendment application.** The Gateway District does not currently permit Automotive Dealerships, the applicant is requesting to allow Automotive Dealerships as a permitted use. The applicant is also proposing a new building type.
- 3. A zoning compliance permit application. This permit is required for redevelopment projects within the Gateway District.

Lot Line Adjustment

The applicant is requesting to adjust the lot line to accommodate the entrance from Highway 61. The subject lot (south/on the right) is currently 5.16 acres, and the abutting lot (north/on the left) is 4.17 acres. The proposed lot line would result in the subject lot being 5.56 acres and the abutting lot being 3.96 acres. The requested lot line adjustment is consistent with the requirements listed in Ord. No. 131.

Zoning Ordinance Amendment

The applicant is proposing a new building type template as "Figure 15a Automotive Dealership" within Section 9.6 of Ord. No. 131. Proposed language was submitted for the new building type template to determine if the proposed language is appropriate.

The proposed building type template can be used for new or redevelopment of other sites in the Gateway District, such as the Ford dealership across Highway 61 or the 3700 Highway 61 property also owned by the applicant. The proposed designs from the applicant show a decrease in impervious surface coverage, an increase in landscaping, new lighting, and a modern building compared to the current site; the proposed building template would require other automotive dealerships to adhere to the same standards.

Zoning Compliance Request

Contingent on the approval of the lot line adjustment and ordinance amendment, the applicant is requesting a Zoning Compliance Permit to allow for construction of a new automotive dealership building. This request for a Zoning Compliance Permit is consistent with the requirements in Ord. No. 131. The applicant must submit a complete development plan prior to the receipt of any building permits.

Staff Comments

The project plans were forwarded to staff and other agencies for comments prior to the August Planning Commission meeting. City Planner Evan Monson shared that Ramsey County is currently reviewing the plans, MnDOT is currently reviewing the plans, VLAWMO needs to review stormwater management plans, White Bear Lake Fire Department had comments, City Building Official is currently reviewing the plans, and City Engineer is currently reviewing the plans.

Commission Member Cummings invited Phillips Architects & Contractors President David Phillips to comment on the request. Mr. Phillips shared that currently the site exists as a legal nonconforming use and Barnett Kia would like to turn it into a legal conforming use. The demolition of the current building and construction of a brand-new building located slightly behind the already existing one to create better access for customers. This new facility would increase the property value on the site and would be better for the community. The new facility would create more jobs than are currently available.

Commission Member Cummings shared that he thought it was a very productive informal review when it was first proposed back in the Fall of 2023. Commission Member Cummings wants to make sure that any changes being made to the current ordinance creates language that can be the standard for all existing dealerships in Gem Lake and at the same time not allowing the possibility of new dealerships requesting to be constructed.

Commission Chair Patrick introduced a motion to close the public hearing on the matter at 7:36 p.m., seconded by Commission Member Farrell, Motion carried 4-0.

City Planner Evan Monson recommends the Planning Commission table all three (3) items for further review by the City Engineer, City Building Inspector, and other contacted agencies and revisit the discussion at the September 10 Planning Commission meeting and forward to the City Council at that point.

Commission Member Pratt introduced a motion to table all three (3) requests for further review by staff and to extend the request an additional sixty (60) days in the event there is no quorum at the September Planning Commission Meeting, seconded by Commission Chair Patrick. Motion carried 4-0.

Old Business

None

New Business

None

While there is no public comment period listed on the agenda, Commission Member Cummings stated that there is someone in attendance that wanted to give the Commission a short summary of what they will be hopefully reviewing during the September Planning Commission meeting. Krunch Dumpster Compacting President Joe Huth gave a short summary of what he will be presenting to the Commission during the September meeting. Mr. Huth is hoping to obtain a piece of land in the gateway district to put in a new business and is ready to conform to all city ordinance requirements and regulations. The Commission is looking forward to hearing more about it at the September Planning Commission Meeting.

Open Items for Commission Members to Bring Up

Commission Chair Patrick shared with the Commission that he has decided to run for City Council. This will leave a spot open on the Commission, specifically the Commission Chair position.

Future Meetings

City Council Meeting, Tuesday, August 20, 2024, at Heritage Hall, and Planning Commission Meeting, Tuesday, September 10, 2024, at Heritage Hall.

Attendance Inquiry

Commissioner Chair Patrick surveyed the Commission to see if any of the members would have any issues attending the September 10, 2024, meeting. At this time all those in attendance have no conflict.

Adjournment

There being no further business, following a motion from Commissioner Pratt, seconded by Commission Chair Patrick, the meeting adjourned at 8:00 p.m.

Respectfully submitted, Melissa Lawrence



City of Gem Lake **County of Ramsey State of Minnesota**



Resolution No. 2024-0015

A RESOLUTION AUTHORIZING THE CITY TREASURER TO DISTRIBUTE A PORTION OF THE CHARITABLE GAMBLING FUNDS TO THE WHITE BEAR LAKE AREA FOOD SHELF.

WHEREAS, the City of Gem Lake participates in the distribution of charitable gambling funds received from the Country Lounge

WHEREAS, the City of Gem Lake distributes these funds to local 501(c)(3) tax-exempt organizations

WHEREAS, the City of Gem Lake City Council suggested a donation at their July 16, 2024 meeting in support of the White Bear Lake Area Food Shelf.

NOW, THEREFORE BE IT RESOLVED, by the City of Gem Lake, Minnesota, the City Treasurer is authorized to send \$1,000.00 to support the White Bear Lake Area Food Shelf for

the month of August 2024.	
The motion for adoption of the foregoing Resolution and supported by Councilmember	ation was duly introduced by Councilmember, and upon vote being taken thereon,
the resolution passed with a vote of in fav	or and against.
ATTEST	
I, Melissa Lawrence, the duly qualified Acting C Ramsey, State of Minnesota, do hereby certify the accurate representation of action taken by the Ci first written.	nat the foregoing Resolution is a true and
	August 20, 2024
Melissa Lawrence, Acting City Clerk	Date



City of Gem Lake County of Ramsey State of Minnesota



Resolution No. 2024-0016

A RESOLUTION AUTHORIZING THE CITY TREASURER TO DISTRIBUTE A PORTION OF THE CHARITABLE GAMBLING FUNDS TO WILLOW LANE ELEMENTARY TO USE AT THEIR DISCRETION.

WHEREAS, the City of Gem Lake participates in the distribution of charitable gambling funds received from the Country Lounge

WHEREAS, the City of Gem Lake distributes these funds to local 501(c)(3) tax-exempt organizations

WHEREAS, the City of Gem Lake City Council suggested a donation at their July 16, 2024 meeting in support of Willow Lane Elementary.

THEDERODE BE IT DESOLVED by the City of Com Lake Minnesote the City Α

Treasurer is authorized to send \$500.00 to support Wille August 2024 and to purchase school supplies in the value.	ow Lane Elementary for the month of
The motion for adoption of the foregoing Resolution wa and supported by Councilmember the resolution passed with a vote of in favor and	, and upon vote being taken thereon,
ATTEST	
I, Melissa Lawrence, the duly qualified Acting City Cle Ramsey, State of Minnesota, do hereby certify that the faccurate representation of action taken by the City Cour first written.	foregoing Resolution is a true and
Melissa Lawrence, Acting City Clerk	August 20, 2024 Date

CITY OF GEM LAKE

Claims For Payment		Period Ending:	8/20/2024
	Gretchen Artig-Swomley, Mayor Ben Johnson, Council Jim Lindner, Council Len Cacioppo, Council Laurel Amlee, Council	Signatures Approving Claims	Date of Approval
	Tom Kelly, Treasurer		
	Fund Totals		\$ Amount
	General Fund Parks & Playgrounds 2004 Debt Service Fund 2006 Debt Service Fund 2015 Debt Service Fund 2018 Debt Service Fund Improvement Fund Scheuneman Road Improvements Hoffman Road Improvements 602-Sewer Fund 601-Water Fund Investment Trust Fund		88,915.47 0.00 0.00 0.00 425.00 425.00 0.00 0.00 0.00 884.75 9,623.73
	Total All Funds		100,273.95

Claims for Payment Check Numbers 12577 through 12620

JOURNAL REPORT FOR CITY OF GEM LAKE

Post Date Jou GL Number	urnal Description GL Description		DR Amount	CR Amount
08/20/2024 CD 100-00000-20200 100-00000-10100	BS&A SOFTWARE Accounts Payable	GEN 12577 to B0014	40,395.00	40 205 00
100-00000-10100	Cash		40,395.00	40,395.00
08/20/2024 CD 100-00000-20200	CINTAS Accounts Payable	GEN 12578 to G0007	31.95	
100-00000-10100	Cash		31.95	31.95
08/20/2024 CD 601-00000-20200	City of Vadnais Heights Accounts Payable	GEN 12579 to V0007	4,356.62	
601-00000-10100 602-00000-20200 602-00000-10100	Cash Accounts Payable Cash		880.70	4,356.62 880.70
			5,237.32	5,237.32
08/20/2024 CD 601-00000-20200 601-00000-10100	City of White Bear Lake Accounts Payable Cash	GEN 12580 to C0002	228.54	228.54
001-00000-10100	Casii		228.54	228.54
08/20/2024 CD 100-00000-20200	City of White Bear Lake Accounts Payable	GEN 12581 to C0002	12,967.09	
100-00000-10100	Cash		12 067 00	12,967.09
08/20/2024 CD 100-00000-20200	City of White Bear Lake Accounts Payable	GEN 12582 to C0002	12,967.09 5,888.72	12,967.09
100-00000-10100	Cash			5,888.72
08/20/2024 CD 100-00000-20200	City of White Bear Lake Accounts Payable	GEN 12583 to C0002	5,888.72 3,874.40	5,888.72
100-00000-10100	Cash		,	3,874.40
08/20/2024 CD 100-00000-20200	Corporate Mechanical Accounts Payable	GEN 12584 to C0005	3,874.40	3,874.40
100-00000-20200	Cash		993.00	995.68
			995.68	995.68
08/20/2024 CD 100-00000-20200 100-00000-10100	Coverall of the Twin Cities Accounts Payable Cash	GEN 12585 to C0009	320.00	320.00
			320.00	320.00
08/20/2024 CD 304-00000-20200 304-00000-10100	Ehlers & Associates Accounts Payable Cash	GEN 12586 to E0001	425.00	425.00
305-00000-20200 305-00000-10100	Accounts Payable Cash		425.00	425.00
08/20/2024 CD	CDO Law	GEN 12587 to G0005	850.00	850.00
08/20/2024 CD 100-00000-20200 100-00000-10100	GDO Law Accounts Payable Cash	GEN 12587 LO GUUUS	85.00	85.00
/ / /			85.00	85.00
08/20/2024 CD 602-00000-20200 602-00000-10100	Gopher State One Call Accounts Payable Cash	GEN 12588 to 00002	4.05	4.05
			4.05	4.05
08/20/2024 CD 100-00000-20200	IIMC Accounts Payable	GEN 12589 to I0006	185.00	195 00
100-00000-10100	Cash		185.00	185.00
08/20/2024 CD 100-00000-20200	Innovative Office Solutions, LLC Accounts Payable	GEN 12590 to I0002	42.85	
100-00000-10100	Cash		42.85	42.85
08/20/2024 CD 100-00000-20200	Kelly & Lemmons, PA Accounts Payable	GEN 12591 to K0001	1,038.98	
100-00000-10100	Cash			1,038.98
			1,038.98	1,038.98

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JOURNAL REPORT FOR CITY OF GEM LAKE

Post Date Journ GL Number	nal Description GL Description		DR Amount	CR Amount
08/20/2024 CD 100-00000-20200	LMC Insurance Trust Accounts Payable	GEN 12592 to L0002	114.00	
100-00000-10100	Cash		114.00	114.00
08/20/2024 CD 100-00000-20200	LUTHER AUTOMOTIVE GROUP Accounts Payable	GEN 12593 to L0013	114.00 5,000.00	114.00
100-00000-10100	Cash			5,000.00
09/20/2024 CD	Melissa Lawrence	CEN 12504 to 10012	5,000.00	5,000.00
08/20/2024 CD 100-00000-20200 100-00000-10100	Accounts Payable Cash	GEN 12594 to L0012	10.05	10.05
			10.05	10.05
08/20/2024 CD 100-00000-20200 100-00000-10100	METRO-INET Accounts Payable Cash	GEN 12595 to M0028	981.00	981.00
200 00000 20200			981.00	981.00
08/20/2024 CD 601-00000-20200	Metropolitan Council Accounts Payable	GEN 12596 to M0001	5,038.57	
601-00000-10100	Cash		5,038.57	5,038.57
08/20/2024 CD 100-00000-20200	MMKR Accounts Payable	GEN 12597 to M0023	8,500.00	3,038.37
100-00000-10100	Cash			8,500.00
08/20/2024 CD 100-00000-20200	Nykanen Inspections LCC Accounts Payable	GEN 12598 to N0008	8,500.00	8,500.00
100-00000-20200	Cash		133.20	159.20
			159.20	159.20
08/20/2024 CD 100-00000-20200 100-00000-10100	PRAIRIE RESTORATIONS INC Accounts Payable Cash	GEN 12599 to P0017	1,571.44	1,571.44
100 00000 10100	casii		1,571.44	1,571.44
08/20/2024 CD 100-00000-20200	Press Publications Accounts Payable	GEN 12600 to P0004	73.57	
100-00000-10100	Cash		73.57	73.57
08/20/2024 CD 100-00000-20200 100-00000-10100	RED LILY Accounts Payable Cash	GEN 12601 to R0015	60.00	60.00
100-00000-10100	Casii		60.00	60.00
08/20/2024 CD 100-00000-20200	REPUBLIC SERVICES Accounts Payable	GEN 12602 to R0014	1,033.76	
100-00000-10100	Cash		1,033.76	1,033.76 1,033.76
08/20/2024 CD 100-00000-20200	SEH Accounts Payable	GEN 12603 to S0001	2,617.02	
100-00000-10100	Cash			2,617.02
08/20/2024 CD	SQUEEGEE MAGIC	GEN 12604 to S0030	2,617.02	2,617.02
100-00000-20200 100-00000-10100	Accounts Payable Cash	GEN 12004 to 30030	609.37	609.37
/ / /			609.37	609.37
08/20/2024 CD 100-00000-20200 100-00000-10100	TKDA Accounts Payable Cash	GEN 12605 to T0015	10,439.62	10,439.62
			10,439.62	10,439.62
08/20/2024 CD 100-00000-20200	Trade Press Inc Accounts Payable	GEN 12606 to T0013	398.00	
100-00000-10100	Cash		398.00	398.00 398.00
08/20/2024 CD 100-00000-20200	White Bear Lake Emergency Food She	GEN 12607 to W0007	1,000.00	
100-00000-10100	Cash			1,000.00
			1,000.00	1,000.00

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JOURNAL REPORT FOR CITY OF GEM LAKE

Post Date Jou GL Number	urnal Description GL Description		DR Amount	CR Amount
08/20/2024 CD	Willow Lane Elementary	GEN 12608 to W0005		
100-00000-20200	Accounts Payable		500.00	500.00
100-00000-10100	Cash			500.00
			500.00	500.00
08/20/2024 CD	Xcel Energy	GEN 12609 to X0001		
100-00000-20200	Accounts Payable		1,382.25	
100-00000-10100	Cash			1,382.25
			1,382.25	1,382.25
Report Total:			,	,
TOTALS:				
100-00000-10100	Cash			100,273.95
100-00000-20200	Accounts Payable		100,273.95	,
304-00000-10100	Cash			425.00
304-00000-20200	Accounts Payable		425.00	
305-00000-10100	Cash			425.00
305-00000-20200	Accounts Payable		425.00	
601-00000-10100	Cash			9,623.73
601-00000-20200	Accounts Payable		9,623.73	•
602-00000-10100	Cash		•	884.75
602-00000-20200	Accounts Payable		884.75	
GRAND TOTAL:			111,632.43	111,632.43

08/20/2024 02:28 PM Page: 3/3

BETTY McCOLLUM 4th District, Monesora

2426 RAYBURN HOUSE OFFICE BUILDING WASHINGTON, D.C. 20515 (202) 225-6631 FAX: (202) 225-1968

> 661 LASALLE STREET SUITE 110 SAINT PAUL, MN 55114 (651) 224-9191 FAX: (651) 224-3056 mocollum house.gov



COMMITTEE ON APPROPRIATIONS

RANKING MEMBER
SUBCOMMITTEE ON DEPENSE

SUBCOMMITTEE ON INTERIOR, ENVIRONMENT
AND RELATED AGRINCES

EX-OFFICIS MEMBER
PERMANENT SELECT COMMITTEE
ON INTELLIGENCE

CO-CHAIR EARRITUS
COMORESSIONAL NATIVE AMERICAN CARCUS

July 1, 2024

Dear Mayor Gretchen Artig-Swomley,

This is to notify you of an update on your Community Project Funding (CPF) request for Phase 2 of the Municipal Water Supply Project for the City of Gem Lake. Last week the House Subcommittee on Interior, Environment, and Related Agencies (Interior) met to markup the Fiscal Year 2025 (FY25) appropriations bill. Your project has been allocated \$1,105,800 in the House of Representatives' FY25 Interior Appropriations bill, which is \$3,382,200 below our office's original request for your project. I welcome the news that funding for this project has been included to advance to the next step in the process, but the lower funding allocated by the Majority Republicans reflects a missed opportunity to invest fully in the vision presented by the City. The Republican Majority has departed from the equitable split of funding for community projects that Democrats applied during the previous Congress. As a result, most CPF requests from Democratic Members are being funded well below what was submitted for our communities' projects.

Please note that **the inclusion of your request in this House bill is not a guarantee of funding**. The next step in the appropriations process for this legislation will be markup in the full Appropriations Committee, which we anticipate will take place the week of July 8. The timeline for the further steps of full House consideration and the eventual Conference Committee are still unknown, and the overall outcome of all FY25 funding legislation remains uncertain. The point of contact in my office for this request is Rebecca Taylor (Rebecca. Taylor@mail.house.gov; 202-657-7015). Feel free to reach out to her with any questions. She will continue to be in touch with you throughout the process to keep you informed about the status of your request.

Congratulations on advancing to the next level in this process, and thank you for the work you are doing and have envisioned in your project submission to improve Minnesota's Fourth District and the lives of those who call it home.

Sincerely,

Betty McCollum Member of Congress Greetings Gretchen Artig-Swomley,

I am reaching out to provide an update on your Fiscal Year 2025 congressionally directed spending (CDS) request, City of Gem Lake for Drinking Water Project, that Senator Klobuchar submitted to the Senate Appropriations Committee for funding consideration.

The <u>Senate</u> Appropriations Chair has released preliminary bill language for the Senate appropriations bills. Unfortunately, your project was not included in that language. The congressionally directed spending request process is extremely competitive. Projects are submitted by local governments and organizations from all across the country. Our office will inform you of the next opportunity to submit a congressionally directed spending request should you wish to reapply.

On behalf of the Senator and her staff, we look forward to staying in touch.

Sincerely, Erika

Erika Nelson State Director U.S. Senator Amy Klobuchar

Hello,

I write with an update regarding Congressionally Directed Spending. The Senate Appropriations Committee recently passed 11 of 12 appropriations bills out of the Committee. Unfortunately, your project was not selected to move forward by the Committee. If you are receiving this email and received a similar email from me that your project was not in the House Appropriations Committee bills, your project will no longer be considered this cycle. If your project was included in the preliminary House list, you are still in the running and will continue to receive updates from me.

Thank you for bringing your project to us and for your patience with this process. We look forward to working with you on future funding opportunities through CDS or otherwise.

Anna McCloskey
Senior Policy Advisor
Office of Senator Tina Smith

CITY OF GEM LAKE, RAMSEY, MINNESOTA

ORDINANCE NO. 70C

AN ORDINANCE AMENDING ORDINANCE NO. 70B, RENAMING SAID ORDINANCE AS ORDINANCE NO. 70C AND PROVIDING FOR COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS.

The	Citv	Council	of the	City of	Gem Lake	does	hereby	ordain:

Section 1.

Section 1.1. Base Compensation. The base compensation of the Mayor and Council Members shall be increased, effective 12:01 am on 01 January 2015, as follows:

Mayor \$ 2,400 per year Each Council Member \$ 1,200 per year

Section 2.

Section 2.1. Additional Compensation. Additional compensation of \$20.00 for each meeting (other than a regular meeting of the City Council) which any of the foregoing persons is directed by the City Council to attend.

*	tion for the adoption of the foregoing Ordaniance was mand seconded by Councilmember Bosak with5 vo	
Dated 10/21/2014	William Short, City Clerk	

Page 1 of 2

CITY OF GEM LAKE ORDINANCE NO. 70B LEGEND

The Elected Official Compensation Ordinance of the City of Gem Lake was originally enacted by the City Council as City of Gem Lake Ordinance No. 50 on 01 October 1988. Since that time, the City Council has adopted several changes in keeping with the changing times and needs and wishes of the community. The following table is added to Ordinance No. 70B as an historic reference to those changes. All changes shown have been incorporated into

Ordinance No. 70B, the City Elected Official Compensation Ordi	nance.
--	--------

ORDINANCE NO.	TITLE & DESCRIPTION	ENACTED
#50	An Ordinance Providing For Compensation For The Mayor, Council Members, Treasurer And Clerk	10/17/88
# 62	An Ordinance Replacing Ordinance No. 50 And Providing For Compensation For The Mayor, Council members, Treasurer And Clerk	08/17/92
#70	An Ordinance Repealing Ordinance No. 62 and Providing For Compensation For The Mayor And Council Members.	01/01/99
#70B	An Ordinance Amending Ordinance No. 70 and Providing For Compensation For The Mayor And Council Members.	12/19/05
#70C	An Ordinance Amending Ordinance No. 70B and Providing For Compensation For The Mayor And Council Members.	10/21/2014

I'm not sure how the pay for City Council and Mayor were decided, but I was trying to look and see what others are getting paid and I wanted to see what you thought.

Also, if someone doesn't come to a meeting, should they still get paid for that month? Or do we treat it as "earned vacation time"? Might be time to update the current ordinance and have a pay review? It looks like the current ordinance was passed in 2014 for 2015. It's been 9 years since the pay was looked at.

Howard Lake MN – Meets the third Monday of each month (population 1,852) Mayor - \$5,000.00 per year (\$416.67 a month, \$1,250.00 a quarter) Council - \$3,750.00 per year (\$312.50 a month, \$937.50 a quarter)

The mayor and four council members make up Howard Lake's elected City Council.

The mayor serves a two-year term; the council members serve fouryear staggered terms. Local elections take place in November of even numbered years. The mayor receives a salary of \$5,000 per year; council members are paid \$3,750 per year. Each council member receives \$75.00 for special meetings.

Edina MN – Meets the first and third Tuesday of each month (population 53,037)

Mayor - \$13,500.00 per year (if meeting only once a year - \$6,750.00 a year, \$562.50 a month, \$1,687.50 a quarter)

Council - \$10,740.00 per year (if meeting only once a year - \$5,370.00 a year, \$447.50 a month, \$1342.50 a quarter)

Sec. 2-20. - Salaries for councilmembers.



- (a) Salaries. The salaries of the mayor and councilmembers commencing January 1, 2015 shall be as follows:
 - (1) Mayor: \$13,500.00 annually.
 - (2) Councilmembers: \$10,740,00 annually,
- (b) Salary review. On September 1 of even numbered years beginning in 2016, the salaries in subsection (a) of this section must be adjusted with an effective date of the following january 1. The salaries must equal the limit for the prior year, increased by the percentage increase contained in the Compensation Limit for Local Government Employees annually published by the Minnesota Office of Management and Budget, pursuant to Minn. Stats. § 43A.17.

(Code 1992, § 120; Ord. No. 124, 2-7-1974; Ord. No. 124-A1, 12-19-1974; Ord. No. 124-A2, 2-4-1976; Ord. No. 124-A3, 2-10-1977; Ord. No. 124-A4, 2-15-1978; Ord. No. 124-A5, 10-29-1980; Ord. No. 124-A6, 12-28-1988; Ord. No. 2006-7, 10-3-2006; Ord. No. 2012-20, § 1, 12-18-2012)

State Law reference -- Compensation limits, Minn. Stats. § 43A.17(9); second class city salaries set by ordinance. Minn. Stats. § 415,11.

Brainerd MN - Meets the first and third Monday of each month (population 14,412)

Mayor - \$7,800.00 per year (if meeting only once a year - \$3,900.00 a year, \$325.00 a month, \$975.00 a quarter)

Council - \$6,600.00 per year (if meeting only once a year - \$3,300.00 a year, \$275.00 a month, \$825.00 a quarter)

200.05 <u>Salaries.</u> Subdivision 1. <u>Council Member.</u> The salary of an Council Member is Five Hundred Fifty and no/100 Dollars (\$550.00) per month effective January 1, 2003.

Subd. 2 Mayor. The salary of the Mayor is Six Hundred Fifty and no/100 Dollars (\$650.00) per month effective January 1, 2003.

St. Cloud MN - Meets two Monday of each month (population 68,910)

Mayor - \$14,000.00 per year (if meeting only once a year - \$7,000.00 a year, \$583.33 a month, \$1,750.00 a quarter) Council - \$12,500.00 per year (if meeting only once a year - \$6,250.00 a year, \$520.83 a month, \$1,562.50 a quarter)

Section 125 - Compensation of Council Members

Section 125:00. Compensation of Council Members. Pursuant to Minnesota Statutes 415.11, the salary of a Council member of the City of St. Cloud will be as follows:

Council President \$14,000 per year All other members of the Council \$12,500 per year

Section 125:10. Insurance Benefits. Members of the City Council are not eligible for health insurance benefits. Those Council members that had been receiving the equivalent benefit of a full-time unclassified employee may elect to retain that benefit until the end of their current term of office. All Council members re-elected or taking office after December 31, 2010, will not be eligible for health benefits.

Section 125:20. Periodic Review. A non-biased panel of experts, appointed by the Mayor, shall meet every four years to make recommendations regarding the salary of the Council members beginning in 2016. The City Council shall review and act on the recommendations of this panel during the month of September prior to each mayoral election. Any adjustments to the Council members' salary will be implemented on January 1, following the election.

City of Gem Lake, Ramsey County, Minnesota Administration Ordinance No. 91

AN ORDINANCE DEFINING THE OPERATIONS AND ADMINISTRATION PROCEDURES TO BE USED IN THE CITY OF GEM LAKE.

THE CITY COUNCIL OF THE CITY OF GEM LAKE ORDAINS:

Section 1. In General. The City of Gem Lake is a statutory city and a municipal corporation organized and created under the laws of the State of Minnesota. Gem Lake is organized as an Optional Plan A city as allowed by Minnesota Statutes, § 412.572 to § 412.591. The City shall have the powers and rights and be subject to the duties of municipal corporations at common law. The City shall also exercise the powers granted it by Minnesota Statutes, Chapter 412 and other legislative enactments granting powers to cities.

Section 2. City Council and Mayor.

- 1. The City of Gem Lake shall operate through its City Council, whose voting membership is composed of the Mayor and four elected members, which shall exercise all legislative and administrative powers of the city.
- 2. The term of office for the Mayor shall be four (4) years.
- 3. Ordinances, notices and other acts of the Council required to be posted for public viewing shall be posted in a public place to be designated by the City Council each year. Adopted ordinances and other public notices shall also be published in the official newspaper, to be selected by the Council in January of each year.

Section 3. Boards, Commissions and Committees.

- The Council may create such departments and advisory boards and appoint such officers, employees and agents for the city as may be deemed necessary for the proper management and operation of municipal affairs.
- 2. All actions of the advisory boards, commissions and committees shall be in the nature of recommendations to the City Council, and the commission shall have no final authority about any matters, except as the Council may lawfully delegate to it.
- 3. Each appointed body shall elect a chairperson and vice-chairperson in January of each year. The commission may elect other officers, establish meeting times, and adopt its own rules of procedure to be reviewed and approved by the City Council.
- 4. All meetings of the City's boards, commissions and committees shall be open to the public.
- 5. All members of boards, commissions and committees shall serve without compensation. However, approved expenses of these bodies shall be paid from available city funds.

Section 4. Planning Commission.

- 1. The City Council establishes for the City a Planning Commission as an advisory board to the City Council, as provided in Minnesota Statute § 462.354.
- 2. The planning commission shall have at least three (3) consist of five (5) members appointed by the City Council. Alternate members may also be appointed who will take the place of regular members who cannot make a specified meeting. The members shall be residents of the City and may not hold an elected City public office. When possible, the council shall select commission members to represent various areas of the city and to help meet the needs of residents.

- 3. The appointments of members to the planning commission shall be for three (3) year terms. Upon initial appointment, the council shall appoint one (1) member to a one (1) year term, two (2) members to a two (2) year term, and two (2) members to a three (3) year term. Later appointments to fill vacancies shall be to finish the unexpired part of the vacated term. All terms shall expire on December 31 of the year in which the appointment ends.
- 4. The planning commission shall have the duty to:
 - 1. Prepare and recommend a comprehensive plan for development for the city.
 - 2. Conduct hearings and make recommendations to the City Council about the adoption of the city comprehensive plan and any amendments thereto.
 - 3. Study and make recommendations to the City Council about implementing the comprehensive plan and any land use regulations.
 - 4. Study and make recommendations to the City Council about zoning code amendments.
 - Review and make recommendations to the City Council on development applications, such as rezonings, conditional use permits, variances, vacations, preliminary plats and home occupation licenses.
 - 6. Accept such other and further duties as may, from time to time, be directed by the City Council, including conducting hearings.
- 5. The planning commission shall hold at least one regular meeting each month, unless cancelation has been approved by the Mayor or City Council. Planning commission members are required to attend at least half of the planning commission's regular and special meetings in each calendar year, unless specifically excused by the planning commission chairperson because of unforeseeable circumstances. Excused absences shall be so noted in the minutes of the applicable meeting. Failure to meet this attendance requirement in a given calendar year, shall result in automatic removal from the Planning Commission as of December 31 of that calendar year.
- 6. The City Council hereby adopts and ratifies all previous actions of the citizen committees who have served as the City's planning commission prior to the adoption of this Ordinance.

Section 5. Parks and Recreation Commission.

- 1. The City Council establishes for the city a parks and recreation commission as an advisory board to the City Council.
- 2. The park and recreation commission shall have at least three (3) consist of five (5) members appointed by the City Council. The members shall be residents of the City and may not hold an elected City public office. When possible, the Council shall select commission members to represent various areas of the City and to help meet the needs of residents.
- 3. The appointments of members to the park and recreation commission shall be for three (3) year terms. Upon initial appointment, the council shall appoint one (1) member to a one (1) year term, two (2) members to a two (2) year term, and two (2) members to a three (3) year term. Later appointments to fill vacancies shall be to finish the unexpired part of the vacated term. All terms shall expire on December 31 of the year in which the appointment ends.
- 4. The park and recreation commission shall have the duty to:
 - 1. Study and make recommendations to the City Council on the collection, maintenance and expenditure of funds in the City's park and recreation fund.

- 2. Study and make recommendations to the City Council on any necessary changes to the park dedication ordinance or other city ordinances.
- 3. Review and make recommendations to the City Council on proposed purchases of land for parks, trails or other recreational facilities by the city.
- 4. Accept such other and further duties as may, from time to time, be directed by the City Council, including conducting hearings.
- 5. The parks and recreation commission shall hold at least one regular meeting each month, unless cancelation has been approved by the Mayor or City Council. Parks and recreation members are required to attend at least half of the planning commission's regular and special meetings in each calendar year, unless specifically excused by the planning commission chairperson because of unforeseeable circumstances. Excused absences shall be so noted in the minutes of the applicable meeting. Failure to meet this attendance requirement in a given calendar year, shall result in automatic removal from the Parks and Recreation Commission as of December 31 of that calendar year.
- 6. The parks and recreation commission created herein is not a park board as defined by Minnesota Statutes § 412.511 to § 412.531 and shall not exercise the powers granted by that statute, which are hereby reserved to the City Council.

Section 6 5. Severability. Should any section, subdivision, clause or other provisions of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or of any part thereof, other than the part held to be invalid.

Section 7. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication.

Dated: February 19, 2008

Section 7-6. Enactment. This Ordinance shall take effect and be in full force from and after its passage and publication.

Dated: August 20, 2024

Paul Emeott	Bill Short
Paul Emeott, Mayor	Bill Short, City Clerk
Gretchen Artig-Swomley, Mayor	Melissa Lawrence, Acting City Clerk

City of Gem Lake, Ramsey County, Minnesota Planning Commission Ordinance No. 91

The following table indicates the original ordinance(s) and the same amendment(s).

Ordinance	Description	Enactment
91	An Ordinance defining the operations and administration procedures to be used in the City of Gem Lake.	19 February 2008
91	An Ordinance No. 91 amendment. The ordinance title was updated from Administration to Planning Commission. Section 4 part 2 was updated from three (3) to five (5) members. Section 4 part 5 was added to give more information regarding meeting requirements. Section 5 was removed because the City does not have a Parks and Recreation Committee.	20 August 2024

Proposal for:

City of Gem Lake, Ramsey County MN August 13, 2024

Quoted by: Dan J. Burns, CPA

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud	Modules	- Annual	Fee
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Financial Management		
Cash Receipting		\$1,245
Accounts Receivable		\$1,095
	Subtotal	\$2,340

Data Conversions/Database Setup

No conversion or database setup to be performed.

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$250



Remote Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Training and Go-Live

Remote Assistance with Database Setup	Days: 1	\$1,000
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Cost Totals

Modules - Annual Fee	\$2,340
Project Management and Implementation Planning	\$250
Remote Implementation and Training	\$1,000
	t

Total Proposed \$3,590

Payment Schedule

1st Payment: \$250 to be invoiced upon execution of this agreement.
 2nd Payment: \$2,340 to be invoiced at activation of customer's site.
 3rd Payment: \$1,000 to be invoiced upon completion of training.



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- · custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware			Quantity		Cost	
Epson THM-6000V Series Receipt Printer*	\$1,100	x		=	\$	
APG Series 100Cash Drawer**	\$275	х		=	\$	
Honeywell Hyperion 1300g Linear-Imaging Scanner		Х		=	\$	
This will add \$ to the Total Proposed.						
*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.						
Please provide the number of cash drawers that will be hooked up to the printer						

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.



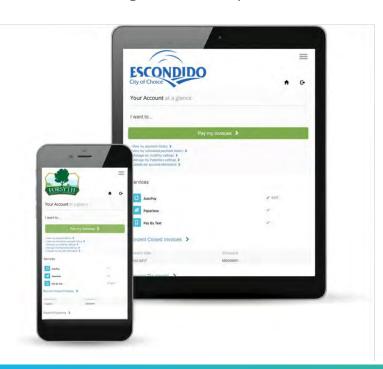
Innovating the Online Payment Experience

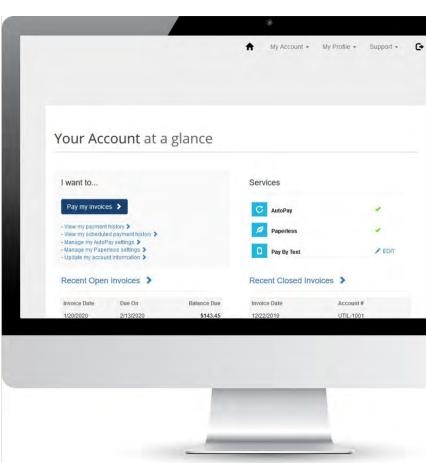
Electronic Bill Presentment & Payment, Customer Engagement

PRESENTED TO:

Gem Lake

July 30th, 2024
Pricing Valid for 90 Days





InvoiceCloud®

Account Executive

Haley Joslin 508-332-0037 Hjoslin@invoicecloud.com www.invoicecloud.com

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This proposal contains confidential and proprietary information to help the recipient select the most qualified vendor with the best technical solution at the best value. Should any outside party request a copy of this proposal, Invoice Cloud asks that you please either (a) redact any sections marked Proprietary/ Confidential or (b) contact us for a redacted electronic version.

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Gem Lake | Innovating the Online Payment Experience

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1 Introduction

Invoice Cloud provides municipal clients with an easy-to-use paperless billing and payment platform. It offers capabilities similar to what consumers experience when they do online business with Fortune 100 companies like: American Express, Geico, Capital One, or Amazon.com.

Whether your organization is small or large, customers expect your payment service to be intuitive, comprehensive, and fast. Invoice Cloud offers multiple payment channels that increase self-service usage, and drive e-bill adoption. We also focus on reducing the number of payment-related calls your customer service team needs to manage.

Invoice Cloud (IC) by the Numbers

- Founded in 2009
- **130+** different software integrations
- **2,100+** municipal and utility clients in all 50 states
- \$17B+ processed payments in 2020 (roughly 84M payments)
- 119% average online payment adoption increase in the first year of service
- 2.8x average paperless billing adoption
- 99.9% system up-time
- PCI Level 1 and SSAE 18 (SOC 1 and 2) certified for online payment security
- 98% client retention rate

To achieve these results, Invoice Cloud relies on four core competencies: the 4Cs of Effective **Electronic Bill Presentment and Payment.**

- 1. Cloud: Our application is a true Software-as-a-Service (SaaS) solution. Our clients never have to upgrade or update the system.
- 2. Connect: Our implementation and integration methodology is best-in-class enabling us to launch your system 90 - 120 days after contract signing.
- 3. Convert: The design of multiple payment channels--how easy it is to enroll in self-service options and pay through them--is how Invoice Cloud achieves the industry's highest electronic payment adoption rates.
- 4. Communicate: Our intelligent communications engine uses event-based reminders (text, email, phone) that are only sent to payers who have yet to take a desired action. This automates communications between you and your customers, drives down call center inquiries, and encourages self-service.

1.1 Our 4Cs Approach

Invoice Cloud delivers a simple, out-of-the box solution, that will integrate with your billing system. Implementation is quick and easy. Once deployed, we focus on increasing e-adoption, an objective measure of how many customers use a billing and payment solution.

E-adoption rates are directly linked to customer satisfaction. Invoice Cloud delivers: the industry's highest average e-adoption increase of 119%, and 2.8x more paperless enrollments...in the first year of service.

This rate continues to grow year-over-year as more and more of your customers discover how easy the system is to use, and the benefits it offers. Our service also includes a dedicated marketing team to help your organization drive results. (Figure 1)



Figure 1. Invoice Cloud's Average First Year Adoption Increases. Our clients typically see their e-payment adoption increase by 119% and paperless enrollments nearly triple in year one, after switching to Invoice Cloud.

As more customers use the platform and enroll in paperless billing, AutoPay, and other services, your organization will realize more on-time payments, and spend less time and effort on collections, extra communication, and shutoffs.

The Gem Lake can expect similar (or better!) e-adoption rates utilizing Invoice Cloud's 4Cs for successful EBPP.

Cloud 1.1.1

Continually add new payment options, communications methods, and increased security via SaaS updates: Invoice Cloud simplifies payment processing by administering the system--managing security, performing backups, implementing security

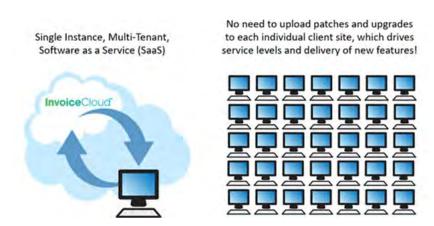


Figure 2. IC's single instance, multi-tenant SaaS platform. IC updates a single stack of code, and all clients receive enhancements immediately.

patches--on your behalf. All our billers receive access to new features as we release them--no updates or upgrades required. (Figure 2)

When we release a new enhancement, we only need to update a single instance of our platform. Billers can then choose to use the new features by changing configuration options. True SaaS means that your customers log into an updated, secure version of our payment portal every time they pay their utility bills. For example: when Invoice Cloud added the option to use digital wallets--Apple Pay and Google Pay--all 2,100+ IC clients could enable this feature the day of its release. (Figure 3)

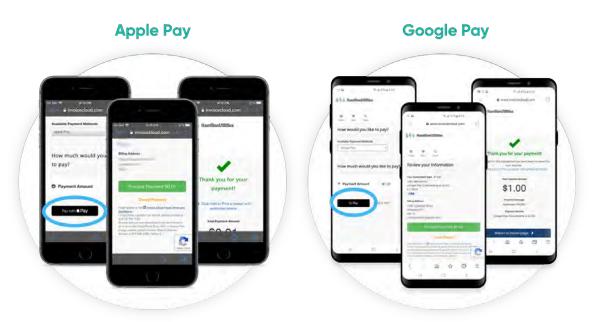


Figure 3. Mobile wallets enhance the customer experience. Our SaaS platform enabled all of our clients, to receive secure, fast payments through Apple Pay and Google Pay, on the day of release.

1.1.2 Connect

Invoice Cloud integrates with your billing system(s): Our platform integrates data from your core billing/CIS software. This reduces administrative work for staff, and enables you to send intelligent communications encouraging customer self-service. Invoice Cloud has integrated with more than 130 software systems, leveraging batch, real-time and single sign-on (SSO) connections. We have an extensive, growing list of partners and supported solutions. (Figure 4)

We use our integration experience to perform 70%+ of the implementation effort. We routinely launch new clients in 90 - 120 business days. We keep our clients apprised throughout the setup process by updating our shared Smartsheets dashboard. (Figure 5)

Invoice Cloud can also embed our EBPP service into third-party portals (iframes), creating a seamless experience for the payer, that matches the style, color schemes, and branding of an existing portal. (Figure 6) Clicking on links such as AutoPay, Paperless Billing, or Account History opens those Invoice Cloud screens within the same portal.



Figure 4. Invoice Cloud's year-over-year increase in partners. *More* third-party vendors choose to work with us after integrating with our solution.



Figure 5. Invoice Cloud implementation tracking in Smartsheets. Monitor tasks, view contacts, and track day-to-day progress of your implementation.

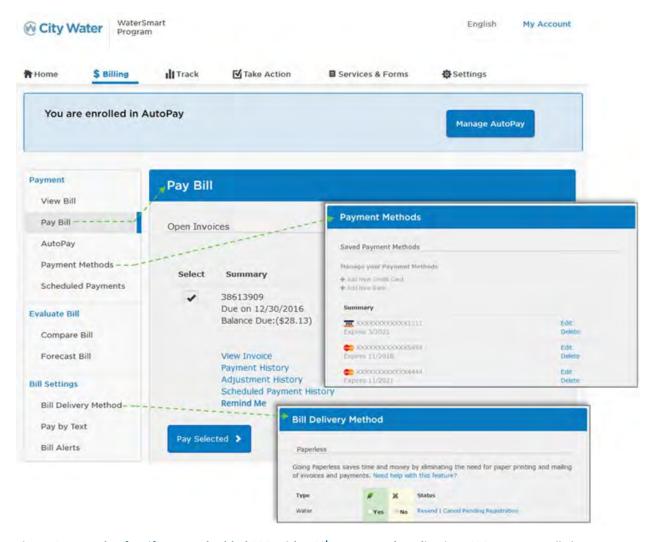


Figure 6. Example of an iframe-embedded SSO with a 3rd party portal application. SSO automatically logs customers into the portal and IC, making the experience seem like they're interacting with a single system.

1.1.3 Convert

Streamlining customer self-service increases operational savings--time and money: The purpose of an EBPP platform is to drive conversion to self-service e-payments and decrease customer calls. How easy it is for customers to use payment/reminder options and make payments through multiple channels, determines how many payers will use the system.

Invoice Cloud designed our payment process to engage customers at existing contact points. (Figure 7 and Figure 8) We also provide tools for CSRs in our Biller Portal, to simplify their jobs.

As more of your customers use Invoice Cloud to manage paperless billing, AutoPay, Pay by Text, and more, your team can focus more time on higher value support tasks.

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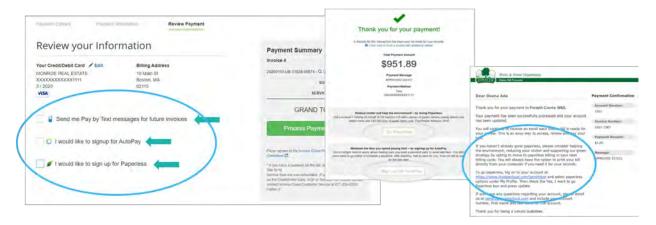


Figure 7. Enrolling in Pay by Text, AutoPay, and paperless billing without leaving the payment process.

Customers can enroll in various services during the payment process, at the end, or from email receipts.

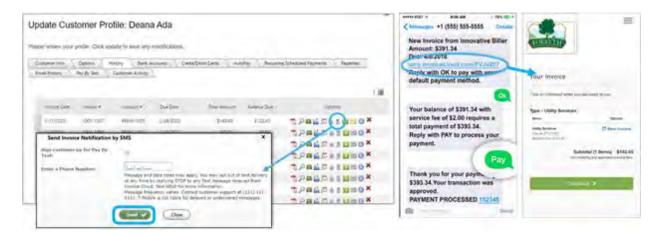


Figure 8. Send a text message with a direct link to a customer's payment from the Biller Portal. CSRs can help customers use their mobile devices to find their bills and enroll in Pay by Text.

Communicate 1.1.4

Improve customer engagement and satisfaction through Invoice Cloud's simple, consistent interface, and intelligent communications: If the automated communications engine is effective with payers, it will drive more self-service payments and decrease customer service calls. (Figure 9 Invoice Cloud engages more customers through targeted, automated messaging so customers don't feel the need to call or visit your office.

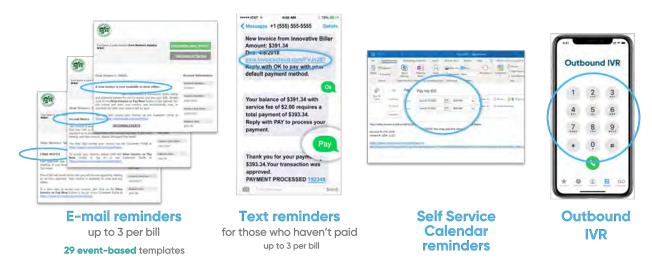


Figure 9. Invoice Cloud's customer engagement platform options. We help billers more effectively engage payers using the communications channels they prefer.

1.2 Case Studies

The following examples demonstrate how we've used our 4Cs approach to help more than 2,100 clients save time, money and convert their customers to self-service electronic payments and paperless billing.

City of Escondido, CA 1.2.1

To meet PCI compliance requirements, the City of Escondido chose a third party vendor for online payment processing. Unfortunately, that vendor's solution created challenges for the City and citizens because it was difficult to use, lacked multiple payment options, and didn't offer real-time integration to their billing system.

After switching to IC, Escondido achieved PCI Level 1 compliance and increased e-adoption (Figure 10).



Arlington Water, TX 1.2.2

Increasing water rates was a major issue for Arlington Water customers. To prevent rate hikes, the City needed to find a creative way to increase revenue, while simultaneously decreasing costs. The utility faced billing challenges including: rising credit card processing fees, more support calls and walk-in visits, and increasing print and mail costs. After switching to Invoice Cloud, the City overcame these hurdles by encouraging more citizens to pay electronically. (Figure 11).

"We feared a major reduction in digital payments when we implemented a convenience fee. We were pleased to learn that despite adding the fee, the Invoice Cloud platform enabled us to reach our previous adoption levels in less than three months. We continue to see growth too."

Matt Peters - Water Utilities Dept., City of Arlington



Figure 11. The City of Arlington's savings in time and money. More City customers use Invoice Cloud to pay electronically every year, even after adding a convenience fee.

2 Invoice Cloud's Omni-Channel Experience

Invoice Cloud provides a secure, private, and third party-certified Payment Card Industry (PCI) Level 1-compliant solution to electronically present bills from your billing system, and accept payments using all major credit and debit card brands:

- Visa, MasterCard, Discover, and American Express
- Digital wallets: Apple Pay and Google Pay
- PayPal and Venmo
- eChecks.

We are responsible for the security of all cardholder data in the IC system, relieving our billers of all online PCI requirements.

Invoice Cloud recognizes that everyone pays their bills differently. We achieve the highest eadoption rates by enabling citizens securely access billing data, and pick when and how they pay. (Figure 12)



Figure 12. IC's communications engine and diverse payment options incent more usage. Save time and money by engaging customers to pay bills without calling, walking into, or mailing physical checks to your office.

2.1 One-Time Payments

Invoice Cloud provides a best-of-breed onetime payment system. "Unregistered" customers can fill a shopping cart with related invoices, and pay in three or fewer steps. We provide multiple opportunities and incentives to register for an account, go paperless, and enroll in AutoPay or Pay by Text.

Customers can make one-time payments directly from email or text notifications, or

Higher E-adoption through One-**Time Payments**

41% of online payers use one-time payment channels. Most of these customers do not go online with the intent of signing up for these additional services. Invoice Cloud maximizes enrollment (and, thus, print/mail cost savings) by presenting enrollment options as part of the onetime payment process.

through the portal. Customers can look up their bills using criteria configured by the biller, e.g. Account Number or Service Address. (Figure 13) They can also view an exact PDF copy of their invoice and set calendar reminders.

IC provides a user-friendly shopping cart experience enabling payers to add multiple invoices from different departments, and pay them all in a single transaction. (Figure 14) IC will make deposits to different bank accounts, per your business rules.

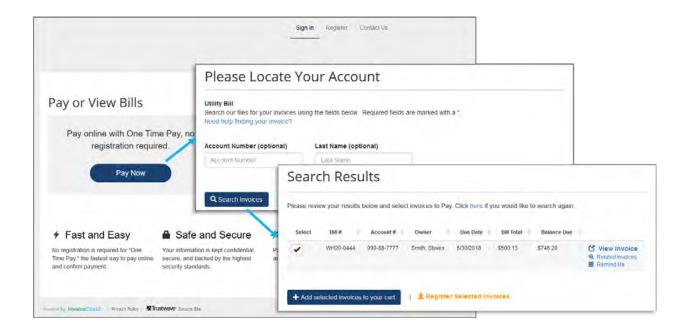


Figure 13. Finding a bill in the one-time payment route. Customers can quickly find their bill using search criteria defined by the biller.

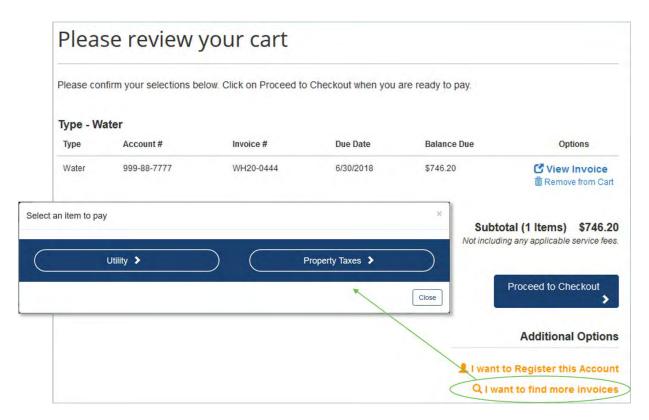


Figure 14. One-time payer adding multiple invoices to their cart. One-time payers can pay a variety of invoices simultaneously.

We deliver proven timesavers like auto-populating name and address fields on different forms, or automatically presenting outstanding bills. We make it easier to pay from mobile devices. Our solution reduces rejects and chargebacks by notifying billers before they take payments from accounts that have been flagged for fraudulent activity. (Figure 15)

Streamline the Payment Process for **Higher E-adoption**

- Limit customer keystrokes by pre-populating name and address fields from the invoice
- Auto-enroll customers into email reminders by requiring an email address for their receipt
- Eliminate submittal of invalid payment methods by authorizing card and ACH routing information as entered
- Increase AutoPay, Paperless, and Pay by Text enrollment by providing opportunities to selfservice apply payment information

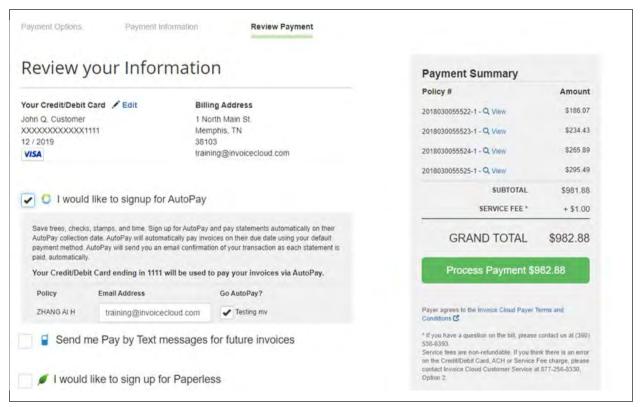


Figure 15. Review payment. One-time payers can forgo registering for an account yet still enroll in paperless billing and AutoPay.

2.2 Register for Faster, More Convenient Payments

Invoice Cloud provides an online portal for customers who want to register and take advantage of additional self-service options. Payers can manage their bill pay settings, review their billing and payment history, and change their settings for AutoPay/paperless billing/Pay by Text

Additionally, payers can link multiple accounts to their profile, schedule payments, setup recurring payments, and save new payment methods (i.e., credit/debit cards, digital wallet methods, and bank accounts for ACH). (Figure 16)

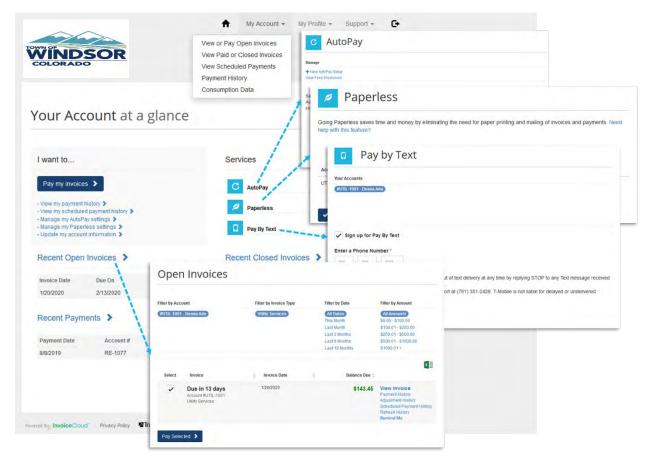


Figure 16. Customer portal view for a registered user. Invoice Cloud provides redundant options to help users update and add services to their profiles.

2.3 Flexible Payment Options

Invoice Cloud provides several options to help payers pay bills on-time. We recently added PayPal Pal Later functions-- PayPal Credit and Pay in 4--to our checkout process.

PayPal Pay in 4 allows the customer to pay a bill between \$30 and \$600 in four interest-free installments, every two weeks, over a six-week period. The biller receives the full payment amount in two business days.

Scheduled Payments 2.3.1

Registered customers can schedule one-time, future payments. (Figure 17) They can also schedule more than one payment at a time. We configure the portal to only allow selections that meet your business rules, e.g. last permissible date for payment and minimum payment amount.

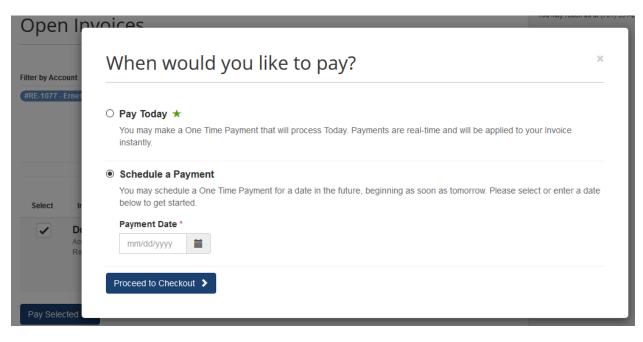


Figure 17. Scheduled payment options. Customers can future-date a payment.

Recurring Scheduled Payments 2.3.2

Registered customers can set recurring scheduled payments to pay a certain amount the same day every month. (Figure 18)

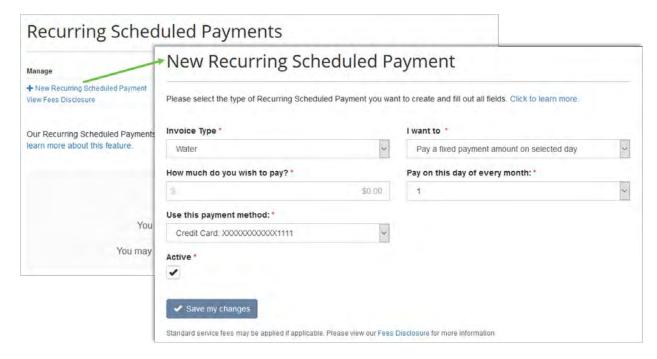


Figure 18. Scheduling recurring payments. Customers can schedule and pause a recurring payment for any day of the month.

AutoPay 2.3.3

Using AutoPay, any customer-registered or not--can automatically pay their full invoice amount, on the day it is due.

Enrollment is 100% self-service either from our one-time payment route or from the registered payer's portal account. (Figure 19)

Invoice Cloud improves the AutoPay process

- 100% self-service enrollment, requiring no registration by the customer or action by the biller.
- Securely store all payment data using our double encryption methodology.
- Prevent over- and under-payments by always applying the current balance on the AutoPay due date.
- Provide peace of mind and opportunity to change AutoPay settings prior to payment via automated email reminders.
- Reduce rejects, shutoffs, and late fees by automatically sending email notifications within seconds of an unsuccessful AutoPay payment.

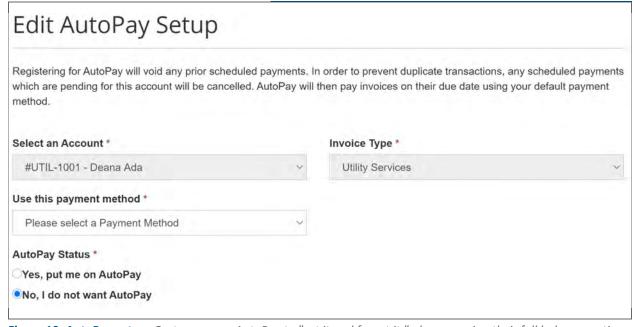


Figure 19. AutoPay setup. Customers use AutoPay to "set it and forget it," always paying their full balance on time.

FlexPay 2.3.4

Using IC's FlexPay, registered customers can make multiple payments before a bill is due. Customers choose the first and last payment dates and the number of payments. IC generates a corresponding number of payment fields so that the customer can set the exact date and amount for each. (Figure 20)

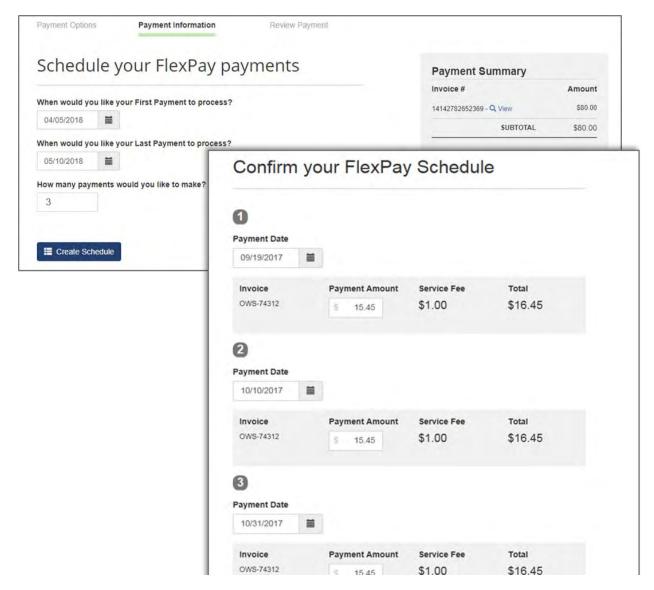


Figure 20. FlexPay setup. Customers can future-date multiple payments to avoid running out of funds.

2.4 Mobile Optimized Payments

Invoice Cloud's portal displays properly on any mobile device using: Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Internet Explorer/Edge browsers. We designed our system to be mobile-responsive, meaning the pages change to accommodate the size of the user's screen. (Figure 21)



Figure 21. Mobile-responsive site design presents properly on all devices. Payers can find and pay their bill on any mobile device and use mobile wallets like Apple Pay and Google Pay.

2.5 Pay by Text

Customers can receive a text notification with a direct link to their payment in our mobileoptimized site--no login or authentication required. If they have a stored payment method, they can pay by simply replying to the text message. (Figure 22)



Figure 22. Pay by Text reminders engage mobile customers. Quickly pay your bill either by SMS text or in the web browser of your choice.

2.6 Donations

Customers can add a donations collection page to the payment route. "Round up," flat, or custom amounts can be presented. (Figure 23)

2.7 One-stop Shop for All Services

Invoice Cloud can accept payments for recurring invoices, and one-off, non-invoiced payments. We collect payments for a variety of services



Figure 23. Adding a Donation to their Cart. *Customers can easily donate to your preferred cause(s) without exiting the payment process.*

including: taxes, court fees, permits, licenses, and more. Each invoice type can link to its own billing application, fee model, or depository bank.

2.7.1 Cloud Store

Cloud Store allows billers to accept payments for non-invoiced services, such as permits, licenses, membership fees, etc. (Figure 24). We work with our clients to define the required fields, fees, and configure the data entry form. Cloud Store works with our shopping cart so customers can pay more than one invoice in a single checkout process.

2.7.2 Cloud Payment

Cloud Payment integrates Invoice Cloud with third-party systems, to accept one-time non-invoiced items, like parking or permit systems. IC incorporates data from the third-party system and generates an invoice on-the-fly. (**Figure 25**) Once payment is complete, IC sends

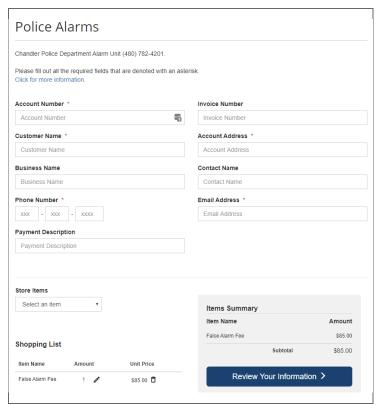


Figure 24. Example of a Cloud Store. *Quickly and painlessly add new, non-invoiced payments including all data needed.*

confirmation back to the third-party system, and the customer can complete the application.

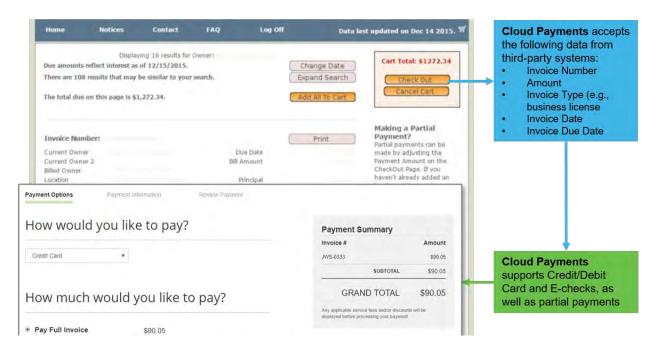


Figure 25. Third-Party payment site integrated with IC through Cloud Payments. Third-party systems can access IC data to process and then receive real-time confirmation of payment.

2.8 Full Integration to Trusted Digital Wallets

Security-conscious consumers may prefer using digital wallets to pay online rather than enter payment credentials into a new system. Invoice Cloud automatically recognizes users' eligible wallet options-- Apple Pay, Google Pay, PayPal, and Venmo--based on their device and browser settings. (Figure 26).

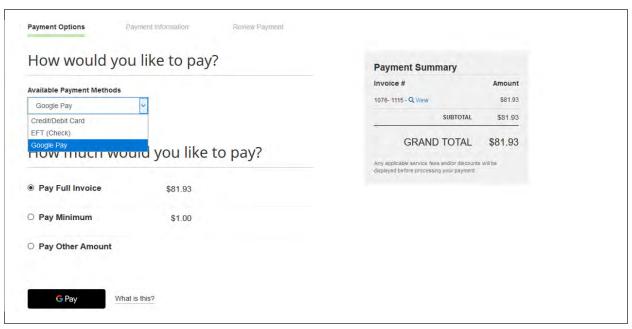


Figure 26. Digital wallet options. Invoice Cloud automatically updates payment options based on a customer's available digital wallet options, including Apple Pay and Google Pay.

2.9 Electronic Payment Options for Unbanked Customers

One of the most common barriers to adoption of low-cost electronic payments is that certain groups of customers, don't have bank accounts or credit cards. Invoice Cloud helps accommodate cash payers by offering PayPal and Venmo.

Invoice Cloud also offers **CheckFreePay**, a service allowing customers to pay with cash at thousands of participating retail, grocery, and convenience stores.

2.10 In-person/Point-of-Sale Payments



Figure 27. Ingenico card reader. In our biller portal, we offer a cashiering system in for inperson payments that connects to several different PCIcompliant credit/debit card readers. We also integrate directly with cashiering systems. Customers pay by inserting or swiping their cards, and Invoice Cloud automatically updates the customer's balance in your CIS. (Figure 27)

2.11 Intercept Bank-issued Paper Checks with Online Bank **Direct**

Online Bank Direct™ (OBD) eliminates paper checks issued by online banking sites by keeping them in electronic format. Your utility receives electronic ACH deposits instead, saving your staff time and effort. OBD matches electronic payments (like lockbox files) to the payer's account. If the match is successful, OBD processes and uploads it into your billing system (Figure 28). Artificial Intelligence remembers the matches and improves the process each billing cycle.

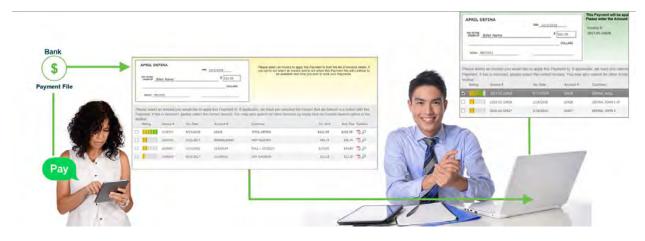


Figure 28. OBD-intercepted pending payments. Stop processing paper checks from banks, saving time trying to match them to accounts.

2.12 Automate Over-the-Phone Payments with Convenient **IVR**

Secure, Painless IVR that Promotes Self-Service

- One phone number for customers to dial
- Self-service ACH and CC payments

Using Invoice Cloud's fully integrated IVR service, your utility can reduce manual phone payments. CallerID authentication eliminates the need for payers to call and ask for their account or customer number before making a payment. Additionally, there's a Pay by Text option callers can utilize. When customers pay with IVR, they can save their payment method for next

- Self-service request a text message with a secure payment link using Link Trigger.
- Automatically connect to your account through Caller ID Lookup
- Use special characters to enter complex policy/account numbers
- Receive timely outbound IVR invoice alerts to automatically connect to your bill for payment

time. Invoice Cloud's IVR supports English and Spanish.

Invoice Cloud also offers an outbound IVR service: bill reminders, past due notifications, and adhoc notices (water boil, power outage, etc.) Our clients can customize and schedule reminder calls, e-mails, send text messages.

2.13 Equip Your Agents/CSRs with Efficient Tools

Invoice Cloud provides tools--Biller Portal and SSO integration with other systems--to help Customer Service Representatives more easily serve payers.

2 1 3 1 Biller Portal

Invoice Cloud's Biller Portal offers extensive reporting and administration tools, simplifying administration, reconciliation, and reporting. (Figure 29) The Biller Portal is easy-to-learn and available 24/7/365.

Based on permissions set by the biller, admin users can:

- Block customers from making ACH and/or credit card payments.
- Email or text invoice notifications to customers with direct links to pay.
- Set up AutoPay, paperless billing, and more for a payer.
- Login as a "customer" so they can see what the user is seeing.
- Review payment and/or email history.
- Issue credits for overpayments.

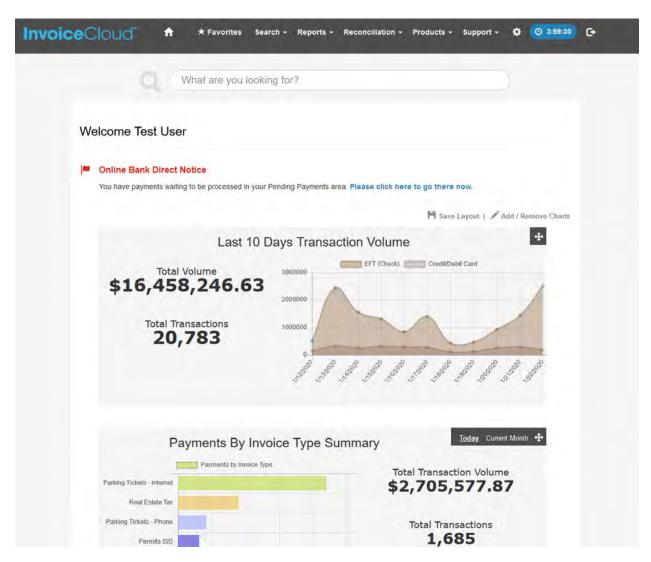


Figure 29. Invoice Cloud's Biller Portal. Manage all billing functions through our user-friendly interface.

One of the leading reasons customers call in to make a payment, despite having an IVR service, is that they don't know their account information. CSRs can text a copy of the invoice directly to users and include a link to pay. (Figure 30)

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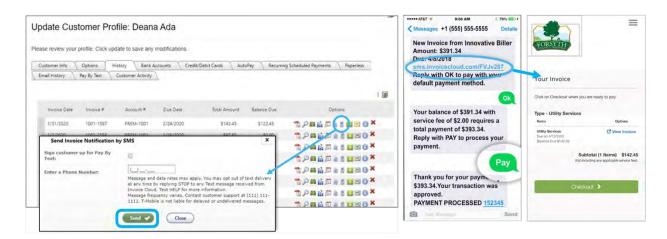


Figure 30. Send a text message with a direct link to pay, from the Biller Portal. CSRs can more easily support mobile phone users.

Our Biller Portal offers standard and ad hoc reporting capabilities. (Figure 31)

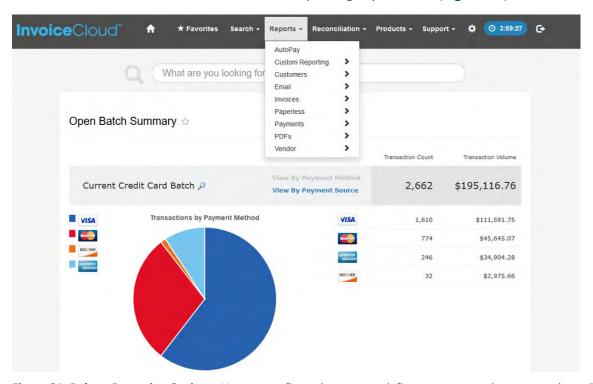


Figure 31. Robust Reporting Options. Use pre-configured reports or define new ones and export results to Excel.

Invoice Cloud provides 29 email templates that can be customized by utility staff. They are sent automatically based on events and customer activity. (Figure 32)

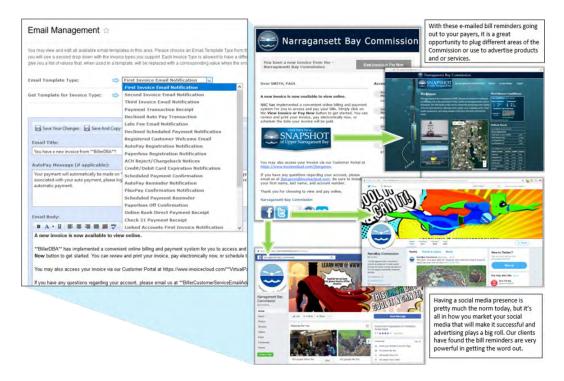


Figure 32. Invoice Cloud's comprehensive email management tool. No other EBPP vendor provides this level of control over messaging content.

CSRConnect 2.13.2

Using CSRConnect, your support team can take in-person and over-the-phone payments, within your existing cashiering system. Data is exchanged via API, dynamically creating or updating customer records. (Figure 33)

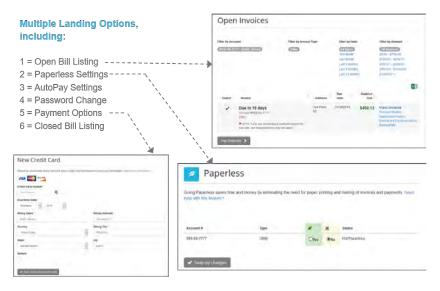


Figure 33. CSRConnect's API links common CSR functions to Invoice Cloud features. CSRs can access IC's payment EBPP without switching from their CIS application.

3 Pricing

EXAMPLE only: Pricing based on 12,000 bills per month and \$56 average credit card payment.

Service Description- Paid by Gem Lake	Fee
Integration, Deployment and Training	\$5000
NOTE: Includes integration with BS&A	Waived
Account Access – monthly access to branded Customer and Biller Portals – includes unlimited	
administrative users	\$550
NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	
HelpDesk Support and Marketing – access to Invoice Cloud HelpDesk, client services team, and marketing support to help you achieve the industry's highest payment and paperless adoption.	No Charge
Paperless Billing – per paperless bill per cycle	\$0.25
NOTE: Only when paper is suppressed, and a paper invoice is not mailed.	
Electronic Payment Fees – Paid by customers	
Credit / Debit Cards	
Visa, MasterCard and Discover, Paypal, Venmo and American Express – Fee per transaction.	3.25% of
Minimum Payment of \$3.50	transaction
E-Check / ACH— Paid by Gem Lake	\$1.95
Miscellaneous Fees- Paid by Gem Lake	
Credit Card Chargeback	\$15
ACH Reject	\$15
IVR	
Inbound – Surcharge Per Call (Payment Only) – Paid by residents	\$0.95
Online Bank Direct (Optional)	
Per Transaction fee – Paid by Gem Lake	\$0.50
Monthly Access fee	Waived
Point of sale (optional)	
Card reader monthly lease	\$15 each

Integrated Payments Addendum

This Addendum ("Addendum") supplements the Customer Agreement entered into by and between BS&A Software, LLC ("BS&A") and the ("Customer") together with the BS&A Customer Terms and Conditions (collectively, the "Agreement"), effective

Payment processing services accessible through an integration with BS&A's platform are provided by BS&A's designated payment processor, as BS&A may designated from time to time ("**Processor**"). As of the effective date of this Addendum, the Processor is Stripe, Inc. ("**Stripe**"). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the "**Stripe Connected Account**"), to receive payment processing services from Processor ("**Payment Processing Services**") through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. Payment Processing Services

- Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the "Stripe Agreements"). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer's electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.
- **1.2 Customer Information and onboarding.** Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.
- 1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer's designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer's customer (the cardholder) on Customer's behalf. In such event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the

cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2. Payment Terms

- 2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("Customer Account"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("ACH Debit Authorization"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.
- **2.2 Disputes.** If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.
- 2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID

number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("Tax E-Delivery Consent"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

- **3.1** Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("Network Rules"), including industry standards such as the Payment Card Industry Data Security Standards ("PCI-DSS"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.
- 3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("Transactions") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.
- **3.3 Prohibited Activities.** Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the <u>Stripe Restricted Businesses List.</u> Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.
- **3.4 Fraud Monitoring**. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may

decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "Cardholder Fee Program"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

- 4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.
- **4.2 Investigations**. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation

or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5. Liability

5.1 Indemnification.

- indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.
- 5.1.2 In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.
- **5.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF

OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNEMNT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTIAL.

5.3 Force Majeure. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

- **6.1 Term**. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.
- **6.2 Termination**. This Addendum will automatically terminate upon termination of the Agreement.
- 6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.
- **6.4 Effect of Termination**. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

- **7.1 Precedence**. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.
- **7.2** Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A's vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.
- **7.3 Dispute Resolution**. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.
- **7.4 Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signature:		
Name:		
Title:		

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent ("Consent"), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services ("Tax Documents"), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent ("Consent") is effective until withdrawn in the manner described below. You understand you will <u>NOT</u> receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signature:		
Name:		
Title:		

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor			
Online, Text, IVR, Counter Percentage Per Transaction			
Utility Billing	2.95%	\$0.50	
Tax 2.80% \$0.50			
Misc.	2.95%	\$0.50	

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality				
Online, Text, IVR, Counter Percentage Per Transaction				
Utility Billing	2.8%	\$0.50		
Tax	2.8%	\$0.50		
Misc. 2.8% \$0.50				

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,001 - \$5,000	\$3.00
\$5,001 +	\$6.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)		\$

Туре	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		
Credit Card Fees - Text		
Credit Card Fees - IVR		
Credit Card Fees - Counter		
ACH Fees - Online		
ACH Fees - Text		
ACH Fees - IVR		
ACH Fees - Counter		



Generated uniquely for **White Bear Township**

Please sign and return to the office. This is an estimated cost and prices may vary upon job completion.

50 S Owasso Blvd East Little Canada, MN 55117 651-484-2726 | www.precisiontreemn.com

Estimator: Josh Hielsberg | Consulting Arboris

Villas of Gem Lake

Wednesday, August 7, 2024

White Bear Township Pete Tholen 1281 Hammond Rd White Bear Lake, MN 55110

Phone: 651-747-2776

Email: ap@whitebeartownship.org

Cell: 612-685-3404 Email: josh@precisiontreemn.com

26 Summit Farm Ln Worksite:

White Bear Township, MN 55110

Precision Landscape & Tree, Inc.

All work is done in accordance to ANSI tree care standards.

# Item	Description	Qty	Cost	Initial
1 Evergre	Remove 10 marked Pine/Spruce and 1 fallen pine laying on hill along turn lane off County rd E to ground as low as possible without damaging equipment. - Haul all debris. - PLT will close down turn lane during work Cost includes labor & dumping fees	11	\$2,950.00	
N. S. S. W. P. C. S.			Subtotal: Tax: Section Total:	\$2,950.00 \$0.00 \$2,950.00













Any and All private lines ran underground are the responsibility of the home owner to have marked, flagged, & mapped out. Any damage caused to unmarked lines are not the responsibility of Precision Landscape and Tree.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

		Subtotal:	\$2,950.00
		Tax:	\$0.00
Signature	Date	Total:	\$2,950.00
La Sailsberg	08/07/2024		
Josh Hielsberg	Date		















PRECISION LANDSCAPE AND TREE TERMS AND CONDITIONS It is agreed by and between PLT and the authorizing party(customer and/or customers agent) that the following provisions are made as part of this contract:

Insurance:

PLT warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers Compensation as required by law. Certificates of coverage available upon request.

Cancellations: Cancelation fee: PLT kindly request that the authorizing party provides PLT 24 hours advanced notice of any full or partial work cancelation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150 for incurred expenses.

Completion of contract: PLT agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Tree ownership: The authorizing party warrants that all trees listed are located on the customer's property and, if not, that the authorizing party has received full permission from the owner to allow PLT to perform the specified work. Should any tree be mistakenly identified as to ownership, The customer agrees to indemnify PLT for any damages or costs incurred from the result thereof.

Safety: PLT warrants that all arboriculture operations will follow the latest version of the ANSIZ133.I industry safety standards. The authorizing party agrees to not enter the work area during arboriculture operations unless authorized by the crew leader on site. If you need to get the attention of the crew, stay out of the work zone until you make eye contact and are summoned to him/her.

Power Drop: A power drop is the disconnection of the power to a building by XCEL Energy. A power drop will be scheduled by PLT for the safety of the crew if the work specified is near, in or on a power line. Once the work is completed PLT will call XCEL Energy to have the power reconnected. There are no charges associated with power drops. Communication Line Drops(Com drops): A com drop is the disconnection of the communication lines to the building. A com drop will be done by the PLT crew when they arrive on site to complete the contracted work if the work specified is near, in or on a com line.

Safety Zone Clearance: Is a clearance from tri-phase power lines contracted out by XCEL Energy for the safety of crew members. If deemed necessary PLT will schedule one.

Definitions of terms in contract(via ANSI A300 Tree Care Definitions):

Clean: Selective pruning to remove one or more of the following non-beneficial parts: dead, diseased, and/or broken branches. Unless noted otherwise on this proposal, all cleaning will be of branches 2 inch diameter or greater throughout the crown.

Crown: The upper portion of the tree including all branches and foliage, measured from the lowest branch on the trunk to the top of the tree.

Leader: A dominant or co-dominant, typically upright stem - usually the main trunk.

Raise: Selective pruning to provide vertical clearance.

Reduce: Selective pruning to decrease height and/or spread by removing branches.

Restore: Selective Pruning to redevelop structure, form, and appearance of trees that have been severely topped, vandalized, or damaged.

Thin: Selective pruning to reduce density of live branches, usually by removing entire branches.

Vista Pruning: Selective pruning using one or more pruning methods to allow a specific line of site. Usually creating a "window view" through the tree's crown.

Stump removal: Unless specified in the estimate, stump removal is not included in the price quoted. Surface and Subsurface roots beyond the mound of the stump are not removed unless specified in the estimate(PLT is not responsible for shoots that may grow from these roots.) **Line marking for Stumps:** PLT will call 411 for getting underground gas, electric and city water lines. Any private lines(sprinkler, dog fencing, private electric lines, etc) are the responsibility of the authorizing party to have marked or removed. PLT is not responsible for any damages as a result of the authorizing party to have them marked.

Unforeseen Circumstances: This contract is an estimated cost of the work to be completed on this proposal, PLT may add additional costs without notifying the authorized party's. Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or accused by previously unknown foreign material in the trunk, the branches, underground or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis(\$500/hr per 3 man crew + fees for material disposal).

Winter work: Winter work is considered work completed through months November to March, this, of course, is dependent on weather/ground conditions. If you are concerned about yard damage we recommend that you try to remove snow from the areas that will be worked on in the coming winter. Snow is an insulator and keeps the ground from freezing.

All areas that tree work is to be completed in will be snow blown to make clean up easier for the crew.

*When the snow melts in the spring the remaining debris is the responsibility of the homeowner to have cleaned up. **Clean Up:** Clean up includes the removal of wood, brush, and clippings as well as raking the area affected by the specified work, unless noted otherwise on the proposal.

Lawn Repair: PLT will attempt to minimize disturbances to the customers lawn. Minor damages should be expected, including divots and grass damage. Lawn repairs are not included in the contract price, unless noted specifically on the proposal.

Terms of Payment: Unless otherwise noted in the proposal, the customer agrees to pay the amount in full on receipt of the invoice. After 30 days a finance charge of **1.5% per month** will be assessed.

Returned Check Fee: There will be a \$30 fee charged for all checks returned to our office for non-sufficient funds.

Signature	Date

















City of Gem Lake

Heritage Hall 4200 Otter Lake Road | Gem Lake, MN 55110 651-747-2790/92 | 651-747-2795 (fax) E-mail city@gemlakemn.org Received

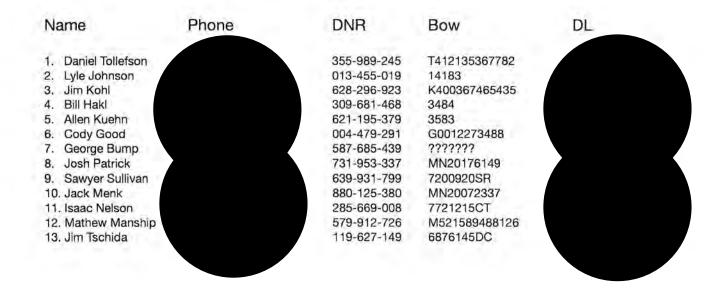
AUG 1 4 2024

City of Gem Lake

Permit to Allow Archery Deer Hunting in the City of Gem Lake

PERMIT APPLICATION To prevent delay, please ensure the			With the state of	
Application Fee (if paying with cash we can only accept exac			r is submitted	
\$100.00				
\$500.00 Security Deposit (separate check from fee)				
5 Plus acre Parcel Verified Bow Hunter Education Certificate				
DNR Permits				
Deer Stand Locations/Parcel/Building Location/Shooting Lan	ies			
Permission is hereby given to	/ Ben	& Sherri Johnson		, owner of the property
located at 7 & 11 Daniels Farm Rd ,	Gem 1	Lake, Minnesota, to	allow archery de	er hunting on the property.
The following guidelines must be followed or you will be in viola	tion o	f Ordinance No. 12	4B:	
The permit to allow archery deer hunting on your property.	shall	run during these th	ree weeks and th	ese three days of the week:
MonthWeek StartWeek EndYearSeptember14to 162024on	Satu	Day of week urday	Day of week Sunday	Day of week Monday
November 1 to 3 20 24 on November 15 to 17 20 24 on	Frid		Saturday Saturday	Sunday Sunday
 A copy of this Permit must be displayed on the premises; Additional requirements of the Gem lake City Council are 		on the reverse side	e of this permit.	
Date	May	or, City of Gem La	ke	
I/we. Sornguer at Corrett / Johnsons		. have	read and understa	nd the above requirements.
1/we, Sornavacco + Corrett / Johnsons 8-12-2024	(. /) e() B	4.10
Date	Prop	enty, Owner Signatu	Tre (all owners m	eyar M. June
1/1/	Ver		1 XX TOU	A CONTRACTOR OF THE PARTY OF TH
Whi	14	Kunx	11000	
	гюр	ertwowner signan		
Office Use Only				- A hamman
□ 5 Plus Acre Parcel Verified		City Council App	proved	
□ \$100.00 Fee Paid			Date:	
S500.00 Security Deposit		Deer Harvest Rep		
Bow Hunters Education Certificate Verified			Date: _	20 - 21 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
 □ DNR Permits Verified □ Deer stand locations/parcel/buildings location/shooting lanes 		Security Deposit	Returned Date:	
- Seed stand locations pareer buildings location/silooting lanes	•		Date. –	

Hunter List 2020





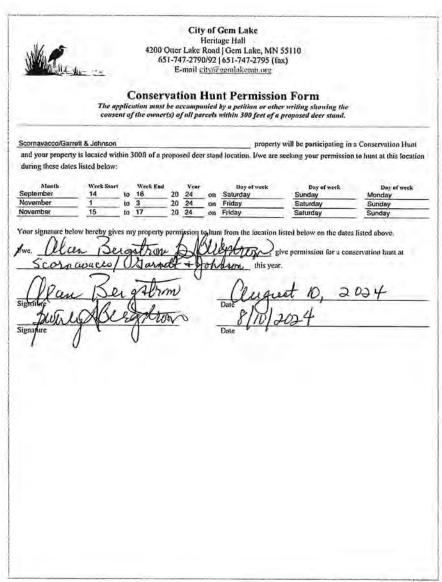


2024 Hunt Permi...





Joshua Patrick



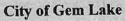
Conservation Hunt Permission For













Heritage Hall 4200 Otter Lake Road | Gem Lake, MN 55110 651-747-2790/92 | 651-747-2795 (fax)

E-mail city@gemlakemn.org

Conservation Hunt Permission Form

The application must be accompanied by a petition or other writing showing the consent of the owner(s) of all parcels within 300 feet of a proposed deer stand.

Scornavacco/Garret and your property i during these dates	s located with	nin 300ft of a pr	oposed deep	r stan	property d location. I/we are s	will be participating in a seeking your permission	a Conservation Hunt to hunt at this location
Month September November	Week Start 14 1 15	Week End 16 to 3 to 17	Year 20 24 20 24 20 24	on on on	Day of week Saturday Friday Friday	Day of week Sunday Saturday Saturday	Day of week Monday Sunday Sunday
Your signature below. I/we, KV(S) Me Score	ow hereby giv	es my property SChle Garrett	permission OK Johns	to hu BV son	nt from the location lender, g	isted below on the dates ive permission for a con	s listed above.
Signature Signature	3ne	<u> </u>	<u> </u>		Date Date	11,2024	

City of Gem Lake



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	rett & Johnson					_		will be participating in	
and your propert	y is located with	nin 3	00ft of a pr	opos	sed deer	stan	d location. I/we are s	seeking your permission	n to hunt at this location
during these date	s listed below:								
Month September	Week Start	to	Week End 16	20	Year 24	on	Day of week Saturday	Day of week Sunday	Day of week Monday
November	1	to	3	20	24	on	Friday	Saturday	Sunday
lovember	15	to	17	20	24	on	Friday	Saturday	Sunday
we, <u>Courtl</u> cornavacco/	and and Ste Garrell and	-					gi this year	ve permission for a cor	nservation hunt at
(styll							11AUG2024		
ignature						-	Date		
Stephanidani	Q)						11AUG2024		
							TITIOGEDES		
ignature							Date		
gnature									



City of Gem Lake

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Scornavacco/Gar								will be participating in	
		nin 3	300tt of a p	ropo	sed dee	r stan	id location. I/we are	seeking your permission	r to nume at time to a
during these date	es listed below:								
Month September	Week Start	to	Week End	20	Year 24	on	Day of week Saturday	Day of week Sunday	Day of week Monday
November	1	to	3	20	24	on	Friday	Saturday	Sunday
		193			_			0 1 1	Sunday
Your signature be	low hereby give						, gi	isted below on the dates	s listed above.
	low hereby give	s m	y property p	perm	ission t	o hui	nt from the location l	isted below on the dates	s listed above.
Your signature be	low hereby give	s m	y property p	perm	ission t	o hui	nt from the location l	isted below on the dates we permission for a con	s listed above.
Your signature be /we,	low hereby give	s m	y property p	perm	ission t	o hui	nt from the location l	isted below on the dates we permission for a con	s listed above.
Your signature be	low hereby give	s m	y property p	perm	ission t	o hui	nt from the location l	isted below on the dates	s listed above.



City of Gem Lake

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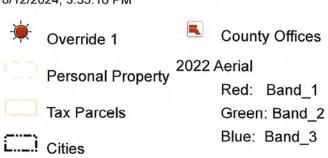
E-mail city@gemlakemn.org

Conservation Hunt Permission Form

and your property is located within 300ft of a proposed deer stand location. I/we are seeking your permission to hunt at this location during these dates listed below: Month	Scornavacco/Gar	rett & Johnson						property	will be participating in	a Conservation Hunt
Month Week Start to 16 20 24 on Saturday Sunday Monday November 1 to 3 20 24 on Friday Saturday Sunday Sunday November 15 to 17 20 24 on Friday Saturday Sunday Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. Week Start to 16 20 24 on Friday Saturday Sunday Sunday Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. Week Start to 16 20 24 on Friday Saturday Sunday Sunday Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. Week Start to 16 20 24 on Friday Saturday Sunday Sunday Four signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. Date Signature Date Date Signature Date	and your propert	y is located wit	thin :	300ft of a pr	ropo	sed dee	r stan	d location. I/we are	seeking your permission	to hunt at this location
September 14 to 16 20 24 on Saturday Sunday Monday November 1 to 3 20 24 on Friday Saturday Sunday November 15 to 17 20 24 on Friday Saturday Sunday Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. Your signature Solve Saturday Sunday Sunday Sunday S										
September 14 to 16 20 24 on Saturday Sunday Monday November 1 to 3 20 24 on Friday Saturday Sunday November 15 to 17 20 24 on Friday Saturday Sunday Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. We, Huck Tone Onwace , give permission for a conservation hunt at this year. Date Date Date	24-4	***		200		2215				
November 1 to 3 20 24 on Friday Saturday Sunday November 15 to 17 20 24 on Friday Saturday Sunday Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. Ywe, Figure Quantity give permission for a conservation hunt at this year. According to 3 20 24 on Friday Saturday Sunday Saturday Sunday Su		W. J. L. W. L. W.			20		on			
November 15 to 17 20 24 on Friday Saturday Sunday Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. We, Huck + Jane Quantice , give permission for a conservation hunt at this year. Bignature Date Date			-				-			
Your signature below hereby gives my property permission to hunt from the location listed below on the dates listed above. we,	November	15					-			
we, Huck + Jane Cammack, give permission for a conservation hunt at this year. Hall Bignature Date		1 1 1								
we, Huck + Jane Cammack, give permission for a conservation hunt at this year. Hall Bignature Date 8.13.2024	our signature be	low hereby giv	es m	y property i	erm	ission t	o hur	at from the location	listed below on the dates	s listed above
Hamber Sold Sold Sold Sold Sold Sold Sold Sold	G- 1				0				The state of the s	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Han Cannade 8.13.2024 Date 1 an Cannade 8.13.2024	we,	uck +	Ja	ne	U	ann	Cic	la , g	ive permission for a con	servation hunt at
Lane Carumade 8.13.2024 Date 8.13.2024				1						
Jane Caninade 8.13.2024	4		_	//				tills year		
Jane Caninade 8.13.2024	1/10			/						
Jane Canada 8.13.2024	the CAN	Marin	111	(0. 12	2 2 2 11	
Lane Cammade 8.13.2024	ignature	por our	1		_		-	Dota D - 1 5	.4024	
Jan Caninade Bignature Date	- Dunganger m							Date		
Date Date	6	_								
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	Jane (Canin	ac	JC			-	8.13 Date	P606.	
	Jane (Camm	ac	JC			-	8.13 Date	P606:	
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	Jane (Camm	ac	اد				O·13	· 3034	
	Jane (Camm	ac	اد				O·13	+ 60 E	
	Jane (Canin	OL C	<u>Jc</u>				Date 8.13	+ 60 G	
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	Jane (Camm	a c	<u>Jc</u>				Date 8.13	P606:	
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	Jane (Camm	Ox C	<u>Jc</u>				Date	1.3034	
	Jane (Camm	Ox C	<u>Jc</u>				Date	1.3034	
	Jane (Camm	Or C	<u>Jc</u>				Date	1.3034 1	
	Jane (Camm	ac	<u>Jc</u>				Date	4 606	

Map Ramsey





CITY OF GEM LAKE



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E-mail city@gemlakemn.org

City Council Meeting – September 17, 2024

Call to C	Order of (City Council Meetin	g			
	By Mayo	or Artig-Swomley at	7: p.m.			
Call of I	Roll					
	Artig-Sw	omley	Сасіорро	Hynes-Amlee	Johnson	Lindner
Approv	e Agenda	and Minutes				
	 App 	prove the Minutes fro	om August 20, 2024, 0	4, City Council Meeting City Council Meeting 024, Planning Commission M	leeting	
Special 1	Presentat	ons/Public Hearing	gs			
		-	-	nesota Senator Heather Gustaf c Hearing – White Bear Town		Tom Kelly
Consent	Agenda					
	• Res	olution #2024-018 S nthly Financial Repo	•	inary Budget ion to White Bear Lake Area	Food Shelf	
Commit	tee Repor	rts				
	• Plan	nning Commission				
Old Bus	siness					
	• Nev	vsletter Updates / To	pics / Suggestions			
New Bu	siness					
	UtilZonReqArcO	ity Rate Discussion ing Requests – Barn uest) hery Deer Hunting A 5 Daniels Farm Ro 1270 Goose Lake F are Charitable Gamb	Applications ad Road	oliance Request, Lot Line Adj	ustment Request, Zon	ing Amendment
Commu	nity Outr	each to Other Citie	s and Government B	odies		
Presenta	ations fro	n the Public, 2 min	utes maximum			
Open It	ems for C	ouncil Members to	Bring Up			
Future (Council M	leetings				

Adjournment – The meeting adjourned at _____

o Attendance Inquiry

Next City Council Meeting, Tuesday, October 15, 2024

Next City Council Workshop, Monday, October 14, 2024 - CANCELED