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 – April 15, 2025

Only Council Meeting 11pm 13, 2025
all to Order of City Council Meeting
By Mayor Artig-Swomley at 7: p.m.
all of Roll
Artig-Swomley Cacioppo Patrick Johnson Lindner
oprove Agenda and Minutes
 Accept the Agenda for the April 15, 2025, City Council Meeting Approve the Minutes from the March 18, 2025, City Council Meeting
ecial Presentations/Public Hearings
MS4 Presentation – SEH Representative Lily Hock
onsent Agenda
 Resolution #2025-011 April 2025 Donation to White Bear Lake Area Food Shelf Monthly Financial Report(s)

Committee Reports

• Planning Commission

Claims

Old Business

- Newsletter Updates / Topics / Suggestions
- Code Enforcement Issues Discussion
- Potential Water System Funding
- Comprehensive Plan / Met Council Interaction
- Barnett KIA Developers Agreement Draft

New Business

- Archery Turkey Hunting Applications
 - o 5 Daniels Farm Road
 - o 7 Daniels Farm Road
- Resolution #2025-012 2025 Joint Recycling Day Event with White Bear Township
- Future Charitable Gambling Donations
 - o 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

- Next City Council Meeting, Tuesday, May 20, 2025
 - Attendance Inquiry
- Next City Council Workshop, Monday, May 12, 2025 CANCELED

A	ljournment –	The meeting	adjourned	at	

City of Gem Lake City Council Meeting – March 18, 2025 Meeting Minutes

Mayor Gretchen Artig-Swomley called the meeting to order at 7:00 p.m. Councilmembers Jim Lindner, Len Cacioppo, Ben Johnson and Joshua Patrick were present. Also present: City Attorney Martin Norder, MPCA Representatives Michael Ginsbach, Drew Bahl and Time Grape, Gem Lake Hills Golf Course Representatives Matt Greet and Steve Nasvik, Acting City Clerk Melissa Lawrence, and residents Ken and Jodi Lorenz, Pat Ryan, Jim Wilson, Ken Defiel, Carol Schacht, Callie Donaghue, Paul Emeott, Brad Naylor, Dustin Marks, Sarah Ernhart, Melissa Rottach, Sherrie O'Malley, Jon Reigstad, Tom Bolfing, Rich and Roberta Pientka, Kristen Hoeschler O'Brien, and Isaac Nelson.

March 18, 2025, 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 February 18, 2025, City Council Meeting minutes. Motion carried 5-0.

A motion was introduced by Councilmember Lindner, seconded by Councilmember Cacioppo to accept the March 11, 2025, Planning Commission Meeting minutes. Motion carried 5-0.

Special Presentations/Public Hearings

MPCA Well Testing Updates

Representative from the MPCA shared some information on the recent well samplings and a new contamination detected in 27 properties. Drew Bahl spoke about the latest well sampling results. He shared that some residents were not asked if their wells could be sampled and they only found out when they received a report from the MPCA. This is not the norm for the MPCA, and consent will be asked for before the next round of sampling. Guidelines on PFAS recently changed so the MPCA decided to add that test to the samples as well. Of the 28 homes sampled in the fall of 2024, 27 of those homes showed contamination of PFAS, based on the new guidelines by the state. There are more sampling events scheduled in the coming weeks, which will tell the MPCA if the sampling should be expanded to look at all wells in Gem Lake.

Treatment options are available to help with the PFAS contamination, such as installing carbon filter systems in homes. While this helps remove the PFAS contamination, it will not remove the 1,4 Dioxane. PFAS is the primary point of concern to the MPCA now as the numbers for 1,4 Dioxane have started to dwindle. Bottled water is still being supplied to all those with the contamination and will not be supplied to those with the PFAS contamination. Michael Ginsbach shared that PFAS is found all over Minnesota with the main source of the contamination being from 3M products. There is a current lawsuit against 3M regarding the contamination. This is an ongoing investigation for the MPCA. Residents should consult the MPCA website to see what standards any carbon filter system needs to adhere to in order to be effective.

Residents in attendance asked questions regarding the new contaminant to which the MPCA representatives reiterated what they had already said regarding it. The MPCA is going to update their website that talks about the contamination in Gem Lake to include information on PFAS as well.

Consent Agenda

Resolution #2025-007 March 2025 Donation to White Bear Lake Area Food Shelf 2025 Garden Overlay Interim Use Permit – Bryan Hansen County Road E Property 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, seconded by Councilmember Cacioppo. Motion carried 5-0.

Committee Reports

No representative from the Planning Commission was in attendance. Mayor Artig-Swomley shared with the Council that she would like to encourage the Planning Commission to assign someone as a swing person in the case that there will be no quorum, and one is needed to hold a necessary meeting. The mayor will have a conversation with Planning Commission Chair Don Cummings regarding the suggestions.

Old Business

Newsletter Updates / Topics / Suggestions

Some topics for the next newsletter would include the MPCA presentation, news on the work the golf course and KIA dealership are doing, scholarship recipients and the 2nd stormwater article written by Councilmember Jim Lindner.

Code Enforcement Issues Discussion

A letter was sent to the owner of the rental property on Scheuneman Road informing them that their property would need to be reinspected after a list of items was corrected. The inspection has still not been scheduled at this point.

Barnett KIA Developers Agreement Draft

A draft agreement has been created but is still being reviewed by staff. The Mayor asked the council if she could be given authority to approve it after the review has been completed instead of waiting until the next City Council meeting. This will help to keep the project on schedule.

Councilmember Lindner introduced a motion authorizing the Mayor the authority to approve the agreement after legal has finalized it, seconded by Councilmember Cacioppo. Motion carried 5-0.

New Business

Conditional Use Permit – 4039 Scheuneman Road – Gem Lake Hills Golf Course

Graduate Community Planner CJ Sycks from TKDA summarized the request in a memo to the City Council. The applicant is requesting an amendment to an existing Conditional Use Permit (CUP) for the Gem Lake Hills Golf Course at 4039 Scheuneman Road. The applicant is proposing to add a miniature golf putting course (putting course) and an ambient outdoor speaker system (speaker system) to the property. The proposed putting course will be constructed in the location of the old hitting cages, located on the east side of the property, near the primary building (the clubhouse) and parking lot. The hitting cages were removed in the spring of 2024.

The clubhouse includes an open space with a bar, customer seating space, three bathrooms, and an office. There is also a maintenance department with an office, lawn mower and utility vehicle parking, and a large walk-in refrigerator.

The active CUP was originally approved on March 14, 1964, and has been amended four (4) times since then. The most recent amendment was approved on February 20, 1989. CUPs were formerly referred to as Special Use Permits (SUPs).

In a narrative provided by the applicant and included in the Meeting Packet, the applicant states that the addition of a putting course will provide a recreational option for all ages and will increase the appeal of their facility. They state that the putting course will be designed to minimize any potential impact on the environment and will adhere to all zoning regulations. The site area is approximately 19,000 square feet in size. The landscaping within the putting course will be artificial turf, with areas of turf designed to look like sand. In addition, a new deck is planned to be built on the west side of the building, near the putting course.

The applicants anticipate an additional 30% increase in golf "rounds" played on the property (putting course and golf rounds). They anticipate an increase in visitors for the putting course, however, putting course visitors tend to arrive together in one vehicle compared to golfers arriving alone in individual vehicles, due to the nature of the games and the audiences.

The proposed speaker system will be used to provide background music and announcements. The applicant states that it will maintain appropriate volume levels and will abide by all noise ordinances. There will be between 12 and 18 speakers installed on the putting course. The speakers will be placed in a way that allows contained volume for patrons to hear music, while maintaining a quiet environment for the nearby neighborhoods. While the applicant is uncertain of the exact decibel levels at this time, they anticipate that it could reach 60-70 decibels. The system will allow the operators to set a maximum volume that cannot be exceeded.

Ordinance No. 131 regulates conditional use permits in section 17.5. The criteria that need to be reviewed and measured are: 1) Adjacent Uses, 2) Air and Water Quality, 3) Traffic Generations, 4) Public Safety and Health, 5) Area Aesthetics, 6) Economic Impact on the Entire Area, 7) Consistency with the Comprehensive Municipal Plan, and 8) Anticipated Duration of the Conditional or Interim Use. These criteria were discussed and the notes on the topics can be found on the City Planner memo available. One of the concerns of the Commission Members was the noise. They were reassured that it would not be a problem.

Resolution #2025-008 Approving CUP for Gem Lake Hills Golf Course

Councilmember Lindner introduced a motion to approve the CUP amendment request with the conditions listed, seconded by Council member Cacioppo. Motion carried 5-0.

Resolution #2025-009 Adoption of the 2025 Ramsey County Hazard Mitigation Plan

The 2025 Ramsey County Hazard Mitigation Plan (HMP) update provides a framework to enhance the general well-being, safety and resilience of residents and communities across Ramsey County. This plan considers the impact of natural hazards across the planning area, reviews current levels of capability relevant to hazard mitigation, and identifies a comprehensive hazard mitigation strategy to buy down levels of risk.

Councilmember Lindner introduced a motion to adopt the 2025 Ramsey County Hazard Mitigation Plan, seconded by Councilmember Cacioppo. Motion carried 5-0.

Resolution #2025-010 2026-2030 Joint Powers Agreement with the RCGISUG

The Ramsey County GIS Users Group (RCGISUG) is an alliance and partnership of municipal governments and watershed management units who make use of Geographic Information Systems operating within Ramsey County, Minnesota. Gem Lake signed a JPA in 2018 but missed renewing the JPA in 2021.

Councilmember Lindner introduced a motion to approve the Joint Powers Agreement with the RCGISUG, seconded by Councilmember Cacioppo. Motion carried 5-0.

Prairie Restoration Quote

Pete Tholen of White Bear Township Public Works submitted a quote to the Gem Lake Clerk regarding summer 2025 services from Prairie Restoration. This service would include an overspray to manage invasive or aggressive species in the public land along the Gem Lake Trail.

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

Updated Generator Quotes for Heritage Hall

The city received updated comparable quotes for generators at Heritage Hall. NEI quoted a 45-KVA 3-phase natural gas generator for \$77,900.00 which includes the cost of the generator, materials, gas hook up, labor, rental equipment, concrete pad and site restoration. Lucas Electric quoted a 48KW commercial grade

liquid cooled 120/208 volt 3 phase generator for \$52,800.00. This includes the generator, transfer switch, labor and site restoration only. All other items such as the concrete pad and natural gas line will need to be completed by other contractors. The Council discussed the cost difference and work to be done and felt that a 48KW generator would be better than a 45KVA generator. This will be a shared cost with White Bear Township.

Councilmember Patrick introduced a motion to approve the quote from Lucas Electric in the amount of \$52,800.00, seconded by Councilmember Johnson. Motion carried 5-0.

Website Format Discussion

Mayor Artig-Swomley shared with the Council that for the website it might be a good idea to have someone come and take professional headshots for the website of each Councilmember. Some recommendations have been made to the City Clerk by the person handling the City's website remodel.

Future Charitable Gambling Donations

White Bear Lake Emergency Food Shelf

Mayor Artig-Swomley suggested that the Council donate in April \$1,500.00 to the White Bear Lake Emergency Food Shelf. Councilmember Lindner introduced a motion to request a donation in the amount of \$1,500.00 for the White Bear Lake Emergency Food Shelf, seconded by Councilmember Cacioppo. Motion carried 5-0.

Community Outreach to Other Cities and Government Bodies

Mayor Artig-Swomley shared that her recent meeting with Vadnais Heights went well. During the meeting Vadnais Heights proposed a way to bring the water bill down at the Villas. Progress is being made. There was even talk about dropping the meter fee completely, but that won't help as much as the City would like. With the apartment building going up on Labore Road, Vadnais Heights may want to work jointly with Gem Lake as a future water supplier. No detailed discussion has occurred yet.

The White Bear Lake Fire Chief would like to attend the May City Council meeting to give a report. Councilmember Lindner shared that he was again voted chair of the VLAWMO board.

Presentation from the Public, 2 Minutes Maximum

None.

Open Items for Council Members to Bring Up

None

Future Council Meetings

City Council, Tuesday, April 15, 2025. City Council Workshop, Monday, April 14, 2025, is CANCELED.

Attendance Inquiry

At this time all in attendance will be at the April meeting.

<u>Adjournment</u>

Being there no further business, following a motion from Councilmember Lindner, seconded by Councilmember Cacioppo, the meeting adjourned at 9:07 p.m.

Respectfully submitted, Melissa Lawrence



City of Gem Lake, MN NPDES Phase II Stormwater Permit Program



2025 Annual Public Meeting Lily Hock, PE

April 15, 2025

Overview

- > NPDES MS4 Program Background
- Highlights by MCM
- Annual Report Updates
- MS4 Program Updates
- Comments / Questions



NPDES Program Background

- Clean Water Act: Established NPDES Permit
 - ▶ U.S. Environmental Protection Agency
 - Administered locally by MPCA
- City of Gem Lake: Phase II Small MS4
 - General Permit coverage
- Stormwater Pollution Prevention Plan (SWPPP)
 - ▶ 6 Minimum Control Measures (MCM)
 - ➤ Best Management Practices (BMPs)

NPDES

National Pollutant Discharge Elimination System

MS4

Municipal Separate Storm Sewer System



Minimum Control Measures

- 1. Public Education and Outreach
- 2. Public Participation and Involvement
- 3. Illicit Discharge Detection and Elimination
- 4. Construction Site Run-Off Control
- 5. Post-Construction Run-off Control
- 6. Pollution Prevention/Good Housekeeping for Municipal Activities



- MCM 1: Public Education & Outreach
 - > Articles in the City newsletter
 - Water Quality, including yard waste and construction activities
 - Illicit Discharge Detection and Elimination
 - Deicing Salt Use
 - Pet Waste
 - Stormwater Page on the City website
 - Partnership with VLAWMO and RWMWD
 - ➤ Workshops, Events



- > MCM 2: Public Participation/Involvement
 - > Solicit and Respond to Public Comments
 - Past meetings have been later in calendar year
 - Moving to a spring meeting schedule moving forward
 - ➤ Reminder that the City must continue to provide (at least) 1 public involvement activity that includes a pollution prevention or water quality theme (17.6)
 - ➤ Past events have included City Wide Clean Up Day



- ➤ MCM 3: Illicit Discharge, Detection & Elimination
 - City storm water base map use for system inspections
 - ➤ No reported illicit discharges in 2023 and 2024

- MCM 4: Construction Site Stormwater Runoff Control
 - ➤ 0 Active Construction Sites > 1 acre in 2023 and 2024
- ➤ Ordinance No. 131
 - Section 22.1 Erosion, Sediment, and Waste Controls
 - > Sets standards for construction activities



- MCM 5: Post-Construction Stormwater Management
 - > 1 Proposed site plan > 1 acre reviewed in 2023 and 2024
 - ➤ Barnett Kia Redevelopment (Late 2024)
- ➢ Ordinance No. 131
 - > Section 22.2 Stormwater Management
 - Sets clear design standards for project proposers



- ➤ MCM 6: Pollution Prevention & Good Housekeeping for Municipal Operations
 - > Inspections:
 - > 13 Outfalls (2020)
 - ➤ 1 Infiltration Basin (Structural Stormwater BMPs) (2023)
 - > 2 Ponds (2023)
 - Updated inspections in near future



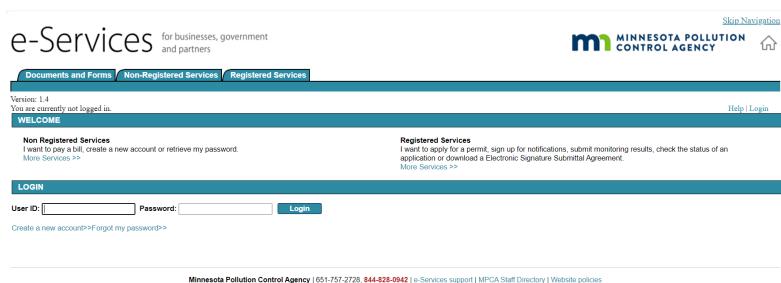
Annual Report Update

- ➤ Annual reports typically due on June 30th of each year
- MPCA is still working on making the eservice available
- ➤ It is anticipated that the annual report questions will be revised/updated to align with the requirements of the current MS4 General Permit
- ➤ Calendar years 2022, 2023, and 2024 will need to be submitted when e-service available
- Documentation and record retention!



What is e-Service?

- Online service for data entry and certification and signature of data
- Payments can be processed through e-Services
- > Each user must create their own account



MS4 Program Update

- EPA mandates the MPCA to evaluate MS4 permittees
- ➤ Gem Lake was notified on September 12th 2023 that would be part of a routine audit
- ➤ Audit occurred on January 5th 2024
- ➤ Notice of Violation (NOV) issued on February 15, 2024
- ➤ NOV did not carry a penalty but City was required to take action to bring the SWPPP into compliance and resubmit (completed April 2024)



MS4 Program Update

- ➤ New permit is expected to be issued on or after November 16, 2025
- Part 1 Application (Intent and Permit Fee) – Complete
- Part 2 Application (SWPPP Document) -Tentatively planned for late 2025 per MS4 website
- ➤ Once Part II App is complete:
 - > MPCA reviews
 - Public notice for 30 days, comments addressed (as applicable)
 - New permit coverage granted and 12 months to meet new requirements



Opportunity to Provide Input

- > Collect comments
 - > Consider program changes
 - Update program BMPs as needed



Comments / Questions

Direct comments to:

- ➤ Lily Hock
 - <u>Ihock@sehinc.com</u>
 - ▶ 651.490.2130
- Justin Gese
 - jgese@sehinc.com
 - > 952.912.2612





City of Gem Lake County of Ramsey State of Minnesota



Resolution No. 2025-011

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 March 18, 2025 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 \$1,500.00 to support the White Bear Lake Area Food Shelf for the month of April 2025.

•	
The motion for adoption of the foregoing Resolution wa and supported by Councilmember	3
the resolution passed with a vote of in favor and	against.
ATTEST	
I, Melissa Lawrence, the duly qualified Acting City Cle Ramsey, State of Minnesota, do hereby certify that the accurate representation of action taken by the City Counfirst written.	foregoing Resolution is a true and
	4 415 2025
	April 15, 2025
Melissa Lawrence, Acting City Clerk	Date

CITY OF GEM LAKE CASH AND INVESTMENT BALANCE STATEMENT

As of 03/31/25 Fiscal Year: 2025

UBS Investments

UBS Money Market

1 10011 10011 2020		Cash and	Investments	
Name of Fund	Balance 03/01/2025	Receipts	Disbursements	Balance 03/31/2025
General Fund	\$576,403.28	\$10,252.45	\$50,911.69	\$535,744.04
Parks and Playgrounds	\$54,176.59	\$334.63	\$0.00	\$54,511.22
2004 Debt Service Fund	\$0.00	\$0.00	\$0.00	\$0.00
2006 Debt Service Fund	\$0.00	\$0.00	\$0.00	\$0.00
2007 Capital Improvement Bonds	\$76,074.69	\$469.89	\$0.00	\$76,544.58
2018 Inprovement Bonds	\$66,891.53	\$413.17	\$0.00	\$67,304.70
Street Improvement	\$329,305.56	\$1,972.25	\$0.00	\$331,277.81
Scheuneman Road Improvemetns	\$0.00	\$0.00	\$0.00	\$0.00
Hoffman Road Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Enterprise Fund	\$560,460.32	\$3,325.68	\$7,567.19	\$556,218.81
Water Enterprise Fund	(\$79,986.89)	\$0.00	\$372.32	(\$80,359.21)
Investment Trust Fund	\$14,677.45	\$15.32	\$14,692.77	\$0.00
	\$1,598,002.53	\$16,783.39	\$73,543.97	\$1,541,241.95
Premier Checking Premier CD's				\$317,328.72 \$0.00

\$0.00

\$1,210,000.00

\$13,913.23 \$1,541,241.95

BALANCE STATEMENT OF GAMBLING FUNDS

	Balance			Balance
	03/01/2025	Receipts	Disbursements	03/31/2025
Gambling Fund Balance	\$6,538.28	\$1,760.52	\$1,500.00	\$6,798.80

MARCH CASH & INVESTMENTS

MATURE	PURCH						INT.	#	AS OF	ACCRUED	INTEREST
DATE	DATE	BANK/BROKER	TYPE	NAME	Cusip#	YIELD	RATE	DAYS	03/31/2025	INTEREST	DATE
		PREMIER BANK	CHK	GENERAL FUND	6005590	0.05%	0.05%	30	\$317,328.72	\$13.22	Monthly
		UBS	MMKT	UBS BANK USA DEP	12669EN93	0.05%	0.05%	30	\$4,686.95	\$0.20	Monthly
		UBS	MMKT	UBS SELECT PRIME FUND		4.71%	4.71%	30	\$9,226.28	\$36.67	Monthly
4/14/25	4/13/22	UBS	CD	GOLDMAN SACHS	38149M4U4	2.65%	2.65%	1097	\$85,000.00	\$2,252.50	Monthly
3/15/26	12/29/22	UBS	BOND	NY STATE DORM AUTH	64990FY32	2.92%	2.74%	1172	\$145,000.00	\$3,970.10	3/15 & 9/15
4/1/26	12/29/22	UBS	BOND	HARTFORD CNY CLEAN WTR REV	416498CZ4	4.73%	1.15%	1189	\$155,000.00	\$1,782.50	4/1 & 10/1
12/15/26	12/29/22	UBS	BOND	MADISON BORO SCH BOND	556649KQ3	4.69%	0.98%	1447	\$230,000.00	\$2,254.00	6/15 & 12/15
12/1/28	5/6/24	UBS	AGENCY	FHLMC	3132XGZX7	4.63%	4.65%	1670	\$190,000.00	\$8,835.00	6/1 & 12/1
8/1/29	11/5/20	UBS	BOND	NY CITY TRANSITIONAL AUTH REV	64971XEN4	2.02%	3.73%	2822	\$145,000.00	\$5,408.50	2/1 & 8/1
10/1/29	2/13/25	UBS	AGENCY	FHLMC	3132XFTA6	4.45%	4.40%	1691	\$260,000.00	\$11,440.00	4/1 & 10/1
						3.09%	2.51%	1,118	\$1,541,241.95	\$35,992.69	

GL Number	Description	2025 Amended Budget	YTD Balance O3/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 100 GENERAL						
Account Category: Department: 00000	. Revenues)					
100-00000-31010	Current Property Taxes	0.00	0.00	0.00	00.00	00.00
100-00000-31020	Delinq Property Taxes Fiscal Disparity Taxes	0.00	0.00	0.00	0.00	0.00
100-00000-31900	Penalties & Interest	0.00	00.0	00.0	00.0	0.00
100-00000-32100	General Business Licenses	0.00	00.009	0.00	(600.00)	100.00
100-00000-32101	On-Sale Liquor License		0.00	0.00	00.0	00.00
100-00000-32102	Off-Sale Liquor Licenses	0.00	0.00	0.00	0.00	0.00
100-00000-32103	Non-Intox1cating Liq Licenses Other Permits	0.00	0.00	0.00	0.00	0.00
100-00000-32106	Tobacco License		700.00	00:0	(200:00)	100.00
100-00000-32107	Charitable Gambling License	00.0	00.00	0.00	00.0	00.0
100-00000-32115	LICENSE LATE FEE	0.00	0.00	0.00	0.00	0.00
100-00000-32201	Contractor License Building bermits	0.00	800.00	200.00	(800.00)	100.00
100-00000-32213	Plumbina Permits	0.00	125.00	125.00	(2,204.00)	100.00
100-00000-32212	Mechanical Permits	0.00	275.00	200.00	(275.00)	100.00
100-00000-32213	Electrical Permits		160.00	110.00	(160.00)	100.00
100-00000-32215	NPDES Permit	0.00	0.00	0.00	0.00	0.00
100-00000-32218	Bullaing Plan Review Fire Marshall Tusnection	000	0.0	00.0	00.0	0.00
100-00000-32219		0.00	0.00	0.00	00:00	0.00
100-00000-32220	State Permit Charge	0.00	156.32	(1,185.19)	(156.32)	100.00
100-00000-32231	Administration Fee Source Contractor Liconso	0.00	0.00	0.00	0.00	0.00
100-00000-32239	Semental Licensing	0.00	00.0	00:00	00:00	0.00
100-00000-32240	Dog Licenses	0.00	150.00	0.00	(150.00)	100.00
100-00000-32241	CHICKEN LICENSE	0.00	40.00	25.00	(40.00)	100.00
100-00000-32242	AGRICULTURAL LISENSES Bental Licensing	0.00	20.00	0.00	(50.00)	100.00
100-00000-33401	helitai Eltelising Local Government Aids	00.00	0.00	00.00	(00.007)	00.00
100-00000-33402	MVHC (Homestead Credit)	00.0	00.0	00.0	00.0	00.00
100-00000-33601	SCORE Recycling Grant	0.00		0.00	00.00	0.00
100-00000-33603	Cable IV Franchise Fees Police State Aid	0.00	(9,200.00)	0.00	9,200.00	T00.00
100-00000-33605	CARES FUNDS	0.00	0.00	0.00	00:0	0.00
100-00000-33610	SMALL CITIES AID	0.00	0.00	0.00	00.00	00.00
100-00000-33620	County Grants & Alds	0.00	0.00	0.00	0.00	0.00
100-00000-34110	Plan Review	0.00	-	0.00	(4/3.00)	00.00
100-00000-34115	False Alarms	00.0	00.0	00.0	0.00	0.00
100-00000-34120	Sale of Supplies		00.00	00.0	00.0	00.00
100-00000-34121	Special Assessment Searches		0.00	0.00	0.00	0.00
100-00000-34122	Engineering Charges Zoning Charges	0.0	0.00	00.0	00.0	0.00
100-00000-34126	Charges for Legal Fees	0.00	00.0	00:00	0.00	0.00
100-00000-34132	Investment Admin Charge		359.83	359.83	(359.83)	100.00
100-00000-34133	CREDIT CARD FEES	0.00	(22.20)	0.00	22.20	100.00
100-00000-35101	rines Special Assessments – Current	00.0	00.00	00.0	(33.33)	00.00
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04/14/2025 03:39 PM

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GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 100 GENERAL Account Category: Revenues					
3	00.0	00.00	0.00	00.00	0.00
100-00000-36103 Penalties & Interest 100-00000-36210 Interest Earnings	0.00	00.00	0.00	0.00	0.00
	00.00	(18,851.83)	•	18,851.83	100.00
100-00000-36240 Miscellaneous Revenue	0.00	16,594.20	3,171.04	(16, 594.20)	100.00
	0.00	(2,951.04)	0.00	0.00	100.00
100-00000-39200 Transfer In	00.00	00.0	00.00	00.0	00.0
Total Dept 00000	00.0	(3,824.79)	7,383.28	3,824.79	100.00
Revenues	00.00	(3,824.79)	7,383.28	3,824.79	100.00
Account Category: Expenditures					
Department: 41100 CIIY COUNCIL	0	2 250 00	00 011	(00 011	0
	0.00	2,230.00	4,230.00	(2,250.00)	100.00
Workers Compen	00.00	0.00	0.00	00.0	0.00
100-41100-40160 Liability Ins - Employees	00.0	0.00	0.00	0.00	0.00
	00.0	00.0	00.0	00.0	0.00
	0.00	0.00	0.00	00.00	00.0
	0.00	0.00	00.00	00.0	00.00
LUU-4LLUU-4L438 Meeting Preparation	00.00	0.00	0.00	0.00	0.00
Total Dept 41100 - CITY COUNCIL	00.00	2,422.14	2,422.14	(2,422.14)	100.00
$\stackrel{\smile}{\sim}$	c c		;	9	
IUU-414UU-4U13U EMployer Pald Insurance 100-41400-40200 office sumplies	0.00	0.00	0.00	0.00	0.00
	00.0	0.00	0.00	(T,T/8.5/) 0.00	0.00
Total Dept 41400 - CLERK/GENERAL GOVERNMENT	00.00	1,178.57	807.93	(1,178.57)	100.00
H					
100-41410-40104 Temporary Employees	0.00	0.00	0.00	0.00	0.00
100-41410-40210 Operaring Supplies	0.0	0.00	0.00	0.00	0.00
	0.00	0.00	00:0		00.00
	00.00	0.00	0.00	00.0	0.00
	0.00	00.00	00.0	00.00	0.00
_	0.00	0.00	0.00	0.00	0.00
100-41410-40331 Legal Nocices 100-41410-40400 Repairs & Maint - Contractual	0.00	0.00	0.00	0.00	0.00
Total Dept 41410 - ELECTIONS	00.00	17,298.18	00.0	(17,298.18)	100.00
8					
100-41500-40301 Auditing Services	0.00	2,500.00	2,500.00	(2,500.00)	100.00
	0.00	1.148.00	581.25	0.00	100.00
	00.0	5,852.50	5,842.50	(5,852.50)	100.00
100-41500-41329 Credit Card Fees	00.00	674.65	24.95	(674.65)	100.00
Total Dept 41500 - FINANCIAL ADMINISTRATION	00.00	10,175.15	8,948.70	(10,175.15)	100.00
AN 114 (2005 AS 20.20 BM	the services of the contract o	ER (AND ERANGE) MARKET (AND ERANGE) (AND ERANGE) (AND ERANGE) (AND ERANGE) (AND ERANGE (AND ERANGE) (AND ERANGE (AND ERANGE) (AND ERANG	the strange day of the state of	0 17 (And the latest Annual and providing the first Party of the

	ba lalice	AS 01 05/51/2023			
GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 100 GENERAL Account Category: Expenditures					
Department: 41600 LEGAL SERVICES 100-41600-40304 Legal	00.0	1 981 20	675 60	(1 981 20)	00
	00.0	0.00	0.00	0.00	0.00
100-41600-42304 Legal - Annexation	0.00	0.00	0.00	0.00	00.00
Total Dept 41600 - LEGAL SERVICES	00.0	2,181.20	725.60	(2,181.20)	100.00
8					
100-41900-40101 Wages and Salaries	0.00	13,704.53	4,870.35	(13, 704, 53)	100.00
	0.00	1.177.21	0.00	0.00	100.00
_	00.0	1,200.75	425.54	(1,200.75)	100.00
100-41900-40131 Health Insurance	0.00	1,991.69	692.30	(1,991.69)	100.00
100-41900-40131 Workers Compensation	0.00	243.84	0.00	(1/8.33) (243.84)	100.00
Profess	00.0	84.79	0.00	(84.79)	100.00
100-41900-40307 Administration	0.00		ć	0.00	0.00
	0.00	0,613.00	1,293.00	(3,613.00)	100.00
	00.00	919.50	1,382.50	(919.50)	100.00
100-41900-40320 Internet Connection	0.00	0.00	0.00	0.00	0.00
100-41900-4032 Postage 100-41900-40331 Mileage	0.00	50.55.05	553.05	(553.05)	100.00
	0.00	88.00	88.00	(88.00)	100.00
100-41900-40352 Newsletter/Public Relations	0.00	711.21	398.00	(711.21)	100.00
Property Insurance	0.00	567.25	446.00	(1,300.00)	100.00
	0.00	111.75	00.06	(111.75)	100.00
100-41900-40365 PUBIIC OTTICIAIS LIABIITIIY 100-41900-40384 Recycling Collection	9.0	161.00 2 118 47	130.00	(161.00)	100.00
	00.0	1	0.00	0.00	0.00
100-41900-40437 VLAWMO	0.00	0.00	0.00	0.00	00.00
100-41900-40438 Recording Secretary 100-41900-40440 Subscriptions	0.00	00.00	00.0	0.00	0.00
	0.00	(8,805.22)	0.00	8,805.22	100.00
	0.00	0.00	0.00	00.00	0.00
LOO-41300-403/O OTTICE EQUIP & FURNISHINGS 100-41900-40571 OFFICE EQUIPMENT CARES FUNDS	0.00	0.00	0.00	0.00	8.0
Workers Compensation	0.00	0.00	0.00	0.00	0.00
	0.00		0.00	90.00	100.00
100-41900-41437	0.00	1,245.00 0.00	0.00	(1,245.00) 0.00	00.00T
Total Dept 41900 - OTHER GENERAL GOVERNMENT	00.00	22,002.13	12,033.25	(22,002.13)	100.00
Department: 41910 PLANNING & ZONING 100-41910-40300 Professional Services	00.0	0.00	0.00	00.00	00.00
	0.00	16,592.49	6,603.17	(16,592,49)	100.00
LUU-4191U-403U/ Administration 100-41910-40308 ZONING ADINISTRATION	00.00	8.212.51	0.00	0.00 (8.212.51)	100.00
	0.00	00.0	į	0.00	0.00
04/14/2025 03:39 PM	And the state of t			Page: 3/18	AND CONTRACTOR (AND THE MATERIAL WINES THE CONTRACTOR

Bdgt Used 100.00 0.00 100.00 100.00 100.00 0.00 0.00 0.00 0.00 100.00 0.00 100.00 % Available Balance 03/31/2025 Normal (Abnormal) (3,270.00)(10,863.97) (3,469.75)(826.49)6,541.00 0.00 0.00 (46,488.00)(24,805.00)0.00 0.00 0.00 (602.23)00.0 0.00 (12,491.44)0.00 0.00 0.00 Activity For 03/31/2025 Increase (Decrease) 0.0000 90.00 408.29 267.97 0.00 0.00 0.00 0.00000 0.00 10,776.53 8,930.57 2,830.00 12,526.83 YTD Balance 03/31/2025 (Abnormal) 3,469.75 826.49 602.23 0.00 0.00 0.00 0.00 0.00 46,488.00 0.00 0.00 (6,541.00)0.00 0.00 24,805.00 0.00 0.00 0.00 3,270.00 12,491.44 10,863.97 Normal 2025 Amended Budget 00.00 0.00 0.0000 00.0 Repairs & Maint - Contractual Reparis & Maint - Building Repairs & Maint - CARES Funds Furniture & Office Equipment Total Dept 41910 - PLANNING & ZONING Special Law Enforcement Regular Law Enforcement Special Law Enforcement Buildings & Structures Professional Services water/Sewer Utilities NPDES Administration Recording Secretary Internet Connection Total Dept 41940 - HERITAGE HALL Department: 41910 PLANNING & ZONING Department: 41940 HERITAGE HALL 100-41940-40210 Operating Supplies Property Insurance **Contract Services** Comp Plan Update Electric Service NPDES Education Other Equipment Dispatch Costs NPDES Training Administration Account Category: Expenditures 100-42100-40319 Miscellaneous Gas Service Description Sales Taxe Tel ephone Department: 42100 POLICE Fund: 100 GENERAL .00-42100-40300 100-41910-40315 100-41910-40325 100-42100-40314 100-42100-40315 100-41910-41325 100-42100-40307 100-41910-40348 100-41910-40438 100-41910-42325 100-41940-40319 100-41940-40320 100-41940-40400 100-41940-40409 100-41940-40520 100-41940-40570 100-41940-40580 100-41940-40250 100-41940-40300 100-41940-40321 100-41940-40362 100-41940-40381 100-41940-40383 100-41940-40385 .00 - 41940 - 40401GL Number

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Building Inspections

Computer Services

administration

Building Secretary

Miscellaneous

Workers Compensation

PERA CONTRIBUTIONS FICA CONTRIBUTIONS

WAGES & SALARIES

100-42401-40101

100-42401-40121 100-42401-40130 100-42401-40151 100-42401-40307 100-42401-40309 100-42401-40313 100-42401-40316

100.00

(883.60) (1,452.90)

0.00

883.60 1,452.90

0.00

100-42200-40312 Fire Marshall Service

100-42200-40311 Fire Services

Department: 42200 FIRE

Total Dept 42100 - POLICE

Department: 42401 BUILDING INSPECTION

Total Dept 42200 - FIRE

00.0

2,336.50

0.00

0.00

100.00

(46,488.00)

0.00

46,488.00

0.00

100.00

(2,336.50)

4/18

Page:

Bdgt Used 0.00 0.00 0.00 0.00 0.00 0.00 0.00 100.00 100.00 0.00 8889 0.00 0.00 0.00 100.00 100.00 % Available Balance 03/31/2025 Normal (Abnormal) 0.00 0.00 0.00 0.00 0.00 (242.61) 0.00 0.00 (372.97) 0.00 3,824.79 (141,993.89) 0.00 0.00 0.00 00.0 (615.58)0000 0.00 0.00 0.00 (141,993.89)145,818.68 Activity For 03/31/2025 Increase (Decrease) 7,383.28 48,402.66 (41,019.38)0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0000 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 00.0 161.68 48,402.66 YTD Balance 03/31/2025 (Abnormal) (3,824.79) 141,993.89 0.00 0.00 0.00 0.00 0.00 0.00 242.61 0.00 372.97 0.00 0000 00.00 0.00 0.00 0.00 0.00 (145,818.68)0.00 0.00 0.00 141,993.89 615.58 Normal 2025 Amended Budget 0.00 0000 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 00.0 0.00 100-45000-40404 PARK MAINTENANCE - CONTRACTUAL Repairs & Maint - Contractual Signs, Sign Repair Materials Total Dept 48000 - OTHER FINANCING USES 100-42401-40570 office Equip & Furnishings Total Dept 42401 - BUILDING INSPECTION Total Dept 43125 - ICE & SNOW REMOVAL Total Dept 43122 - ROAD MAINTENANCE Total Dept 45000 - PARK MAINTENANCE Department: 48000 OTHER FINANCING USES Account Category: Expenditures Department: 42401 BUILDING INSPECTION 100-42401-40581 other Capital Outlay Total Dept 42700 - ANIMAL CONTROL NPDES Administration Dues & Subscriptons Department: 43125 ICE & SNOW REMOVAL 100-42700-41326 Animal Enforcement 100-45000-40210 Operating Supplies 100-45000-40319 Contract Services Blvd Tree Trimming 100-48000-40720 Operating transfer Department: 43122 ROAD MAINTENANCE Department: 45000 PARK MAINTENANCE 100-42401-40328 code Enforcement ROW Maintenance Department: 42700 ANIMAL CONTROL Street Repairs 100-42700-40326 Animal Removal NET OF REVENUES & EXPENDITURES: Street Lights 100-43125-40224 salt and Sand 100-43125-40404 snow Plowing Engineering Engineering Description Sales Tax Gravel Legal Fund 100 - GENERAL: TOTAL EXPENDITURES Fund: 100 GENERAL 100-43125-40400 100-43125-40250 100-43122-40226 100-43122-40386 100-43122-40433 100-43122-40224 100-43122-40304 .00-43122-40385 100-43122-40405 100-43122-40406 100-43122-42325 .00-43122-40303 100-43122-40307 **Expenditures** TOTAL REVENUES GL Number

GL Number	Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 202 GRANT FUND Account Category: Revenues Department: 00000 202-00000-33604 Grants 202-00000-36231 Charitable 202-00000-39200 Transfer In	Fund: 202 GRANT FUND Account Category: Revenues Department: 00000 202-00000-33604 Grants 202-00000-36231 Charitable Gambling Contributi	0.00	0.00	0.00	0.00	0.00
Total Dept 00000	0000	0.00	00.0	00.0	00.0	00.00
Revenues		00.00	00.00	00.00	0.00	00.00
Account Category: Expenditures Department: 41900 OTHER GENERAL 202-41900-40303 Engineering Fe	Account Category: Expenditures Department: 41900 OTHER GENERAL GOVERNMENT 202-41900-40303 Engineering Fees	0.00	00.00	0.00	00.00	0.00
202-41900-40450 202-41900-40720	202-41900-40450 Gambling Distributions 202-41900-40720 Transfer Funds Out	0.00	0.00	0.00	0.00	0.00
Total Dept 4.	Total Dept 41900 - OTHER GENERAL GOVERNMENT	00.00	00.00	00.00	00.00	0.00
Expenditures		00.0	00.0	0.00	00.00	0.00
Fund 202 - GRANT FUND:	FUND:					
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	ES	0.00	00.00	0.00	0.00	00.0
NET OF REVENUES & EXPENDITURES:	& EXPENDITURES:	00.0	00.0	00.0	00.0	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 225 PARKS AND PLAYGROUND Account Category: Revenues Department: 00000					
225-00000-34785 Park Dedication Fees	0.00	0.00	0.00	0.00	0.00
225-00000-36210 Interest Earnings	0.00	334.63	334.63	(334.63)	100.00
225-00000-39200 Transfer In	00.00	0.00	0.00	0.00	0.00
Total Dept 00000	0.00	334.63	334.63	(334.63)	100.00
Revenues	00.00	334.63	334.63	(334.63)	100.00
Account Category: Expenditures Department: 48000 OTHER FINANCING USES					
225-48000-40300 Professional Services	0.00	0.00	0.00	0.00	0.00
225-48000-40303 Engineering Fees	0.00	0.00	00.00	00.00	0.00
225-48000-40580 Other Improvements	00.00	00.00	00.0	00.00	00.00
Total Dept 48000 - OTHER FINANCING USES	0.00	00.00	00.00	00.00	00.00
- Expenditures	00.0	00.00	00.00	00.00	00.00
Fund 225 - PARKS AND PLAYGROUND:					
TOTAL REVENUES	0.00	334.63	334.63	(334.63)	100.00
TOTAL EXPENDITURES	00.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:	00.0	334.63	334.63	(334.63)	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 302 2004 DEBT SERVICE FUND Account Category: Revenues					
Department: 00000				c c	c c
	0.00	0.00	0.00	0.00	00.0
	00.0	0.00	0.00	0.00	00.00
	00.0	00.00	0.00	0.00	00.00
302-00000-36210 Interest Earnings	0.00	0.00	0.00	0.00	0.00
	00.0	00.00	00.00	00.0	0.00
Total Dept 00000	00.0	00.0	00.0	0.00	00.00
Revenues	00.00	00.00	0.00	0.00	00.00
Account Category: Expenditures					
Department: 4/000 DEBT SERVICE	c c	c c			(
302-47000-40000 PLINCIPAL 302-47000-40610 Thterest		00.0	0.00	0.00	00.00
302-47000-40620 Files Seat Fees			00.0	00.0	0.00
	00.0	0.00	0.00	0.00	0.00
Total Dept 47000 - DEBT SERVICE	00.00	00.00	00.00	00.00	00.00
Expenditures	00.00	00.0	00.00	00.00	00.00
Fund 302 - 2004 DEBT SERVICE FUND:					
TOTAL REVENUES	00.0	0.00	00.0	00.00	00.00
TOTAL EXPENDITURES	00.0	00.00	0.00	00.0	0.00
NET OF REVENUES & EXPENDITURES:	00.0	00.0	00.0	00.00	

GL Number	Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 303 2006 DEBT SERVIC Account Category: Revenues Department: 00000	Fund: 303 2006 DEBT SERVICE FUND Account Category: Revenues Department: 00000					
303-00000-36101	Current Special Assessments Deling Special Assessments	0.00	0.00	0.00	0.00	0.00
303-00000-36103		0.00	0.00	0.00	0.00	0.00
303-00000-36210		0.00	0.00	0.00	0.00	0.00
303-00000-39200	Transfer In	0.00	00.00	0.00	0.00	0.00
Total Dept 00000	00000	00.00	00.00	00.00	00.00	0.00
Revenues		00.00	00.00	00.00	00.00	0.00
Account Category: Expenditures Department: 47000 DEBT SERVICE	Account Category: Expenditures Department: 47000 DEBT SERVICE					
303-47000-40600 Principal	Principal	0.00	00.00	0.00	0.00	00.0
303-47000-40610		0.00	00.0	00.0	00.00	0.00
303-47000-40620		0.00	00.00	00.00	00.0	00.00
303-47000-40720	Transfer Out	00.00	0.00	00.00	00.00	00.00
Total Dept	Total Dept 47000 - DEBT SERVICE	00.00	00.00	00.00	00.00	00.00
Expenditures		00.00	00.00	00.00	00.00	0.00
Fund 303 - 2006	Fund 303 - 2006 DEBT SERVICE FUND:					
TOTAL REVENUES		0.00	0.00	00.00	00.0	00.00
TOTAL EXPENDITURES	RES	0.00	0.00	00.00	0.00	0.00
NET OF REVENUES	NET OF REVENUES & EXPENDITURES:	00.00	00.00	00.00	0.00	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE Balance As of 03/31/2025 2025 YTD Balance Activ

GL Number	Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 304 2007 D	Fund: 304 2007 DEBT SERVICE FUND					
Account Category: Revenues	: Revenues					
Department: 00000						
304-00000-31010	Current Property Taxes	0.00	00.0	00.0	0.00	0.00
304-00000-31020	Delinquent Property Taxes	0.00	00.00	0.00	0.00	0.00
304-00000-31040	Fiscal Disparities	0.00	0.00	0.00	0.00	00.00
304-00000-31900	Penalties & Interest	0.00	0.00	0.00	0.00	00.00
304-00000-36210	Interest Earnings	0.00	469.89	469.89	(469.89)	100.00
304-00000-36240	Miscellaneous Revenue	0.00	0.00	0.00	00.0	0.00
304-00000-39310	Bond Proceeds	0.00	00.00	00.00	0.00	00.0
Total Dept 00000	0000	00.0	469.89	469.89	(469.89)	100.00
Revenues		00.00	469.89	469.89	(469.89)	100.00
Account Category: Expenditures Department: 47000 DEBT SERVICE	: Expenditures 0 DEBT SERVICE					
304-47000-40600 Principal	Principal	0.00	00.00	0.00	0.00	00.00
304-47000-40610	Interest	0.00	0.00	0.00	00.00	00.0
304-47000-40620	Fiscal Agent Fees	0.00	0.00	0.00	0.00	0.00
304-47000-40621	Bond Issuance Costs	00.00	0.00	00.00	00.0	00.00
Total Dept 4	Total Dept 47000 - DEBT SERVICE	00.00	00.00	00.00	00.00	00.00
Expenditures		00.00	00.00	00.00	00.00	00.00
Fund 304 - 2007	Fund 304 - 2007 DEBT SERVICE FUND:					
TOTAL REVENUES	ŭ li	0.00	469.89	469.89	(469.89)	100.00
IOIAL EAFEINDIIORES		00.00	0.00	00.00	00.00	0.00
NET OF REVENUES & EXPENDITURES:	<pre>& EXPENDITURES:</pre>	0.00	469.89	469.89	(469.89)	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 305 2018 DEBT SERVICE FUND Account Category: Revenues Department: 00000					
305-00000-31010 Current Property Taxes	0.00	0.00	0.00	00.0	00
	00.00	0.00	0.00	00.0	0.00
	00.0	00.00	00.00	0.00	00.00
	0.00	00.00	00.00	00.00	00.00
305-00000-36101 Current Special Assessments	0.00	0.00	0.00	0.00	00.00
2012-00000-30102 Delling Special Assessments	0.00	0.00	0.00	0.00	0.00
	0.00	00.0	0.0	00.0	8.0
305-00000-36210 Interest Earnings	0.00	413.17	413.17	(413.17)	100.00
	0.00	0.00	00.0	0.00	0.00
305-00000-39200 Transfer In	00.00	0.00	00.00	0.00	00.00
Total Dept 00000	00.00	413.17	413.17	(413.17)	100.00
Revenues	00.00	413.17	413.17	(413.17)	100.00
Account Category: Expenditures Department: 47000 DEBT SERVICE					
305-47000-40600 Principal	00.00	00.00	0.00	0.00	0.00
305-47000-40610 Bond Interest	0.00	0.00	00.00	00.00	00.00
305-4/000-40620 F1scal Agent Fees	00.00	00.00	0.00	00.00	0.00
Total Dept 47000 - DEBT SERVICE	00.0	00.0	00.00	00.00	00.00
Expenditures	00.00	00.00	00.00	00.00	0.00
Fund 305 - 2018 DEBT SERVICE FUND:					
TOTAL REVENUES TOTAL EXPENDITURES	0.00	413.17	413.17	(413.17) 0.00	100.00
NET OF REVENUES & EXPENDITURES:	00.00	413.17	413.17	(413.17)	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abhormal)	% Bdgt
Fund: 401 IMPROVEMENT FUND ACCOUNT Category: Revenues					
Department: 00000 401-00000-33620 County Grants & Aids			0	o o	0
		00.0	00.0	00.0	0.00
	00.0	00.0	00.0	00.0	0.00
	00:0	00.0	000	00:0	90.0
	00.0	0.00	00:00	0.00	0.00
401-00000-36200 Contribution Revenue	00.00	0.00	0.00	00.0	00.00
	0.00	1,972.25	1,972.25	(1,972.25)	100.00
401-00000-36240 Miscellaneous Revenue	00.0	0.00	0.00	0.00	00.00
401-00000-39200 Transfer In	00.00	00.00	00.00	00.00	0.00
Total Dept 00000	00.00	1,972.25	1,972.25	(1,972.25)	100.00
Revenues	00.00	1,972.25	1,972.25	(1,972.25)	100.00
Account Category: Expenditures					
3	(,	
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	00.00	00.00
	00.0	00.0	00.00	00.0	0.00
	0.00	00.00	00.00	00.0	00.0
	00.0	00.00	00.00	00.0	00.00
	00.0	00.00	00.0	00.0	00.0
401-48000-40720 operating transfer	00.00	0.00	0.00	00.00	00.00
Total Dept 48000 - OTHER FINANCING USES	00.00	00.0	00.00	00.00	00.00
Expenditures	0.00	00.00	00.00	00.00	00.00
Fund 401 - IMPROVEMENT FUND:					
TOTAL REVENUES	00.00	1,972.25	1,972.25	(1,972.25)	100.00
TOTAL EXPENDITURES	00.00	00.00	00.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:	00.0	1,972.25	1,972.25	(1,972.25)	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 406 CITY HALL CONSTRUCTION FUND ACCOUNT Category: Revenues					
406-00000-36200 Contribution Revenue	0.00	0.00	0.00	00.00	0.00
	00.0	0.00	0.00	0.00	0.00
Total Dept 00000	00.00	00.00	00.00	00.00	0.00
Revenues	00.00	00.00	00.00	00.00	00.00
Account Category: Expenditures					
406-48000-40302 Architect Fees	00.0	00.00	0.00	00.00	00.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	00.00
	00.0	00.00	0.00	0.00	00.00
	00.00	00.0	0.00	0.00	00.00
	00.00	00.00	00.00	0.00	00.00
	00.00	00.00	00.00	0.00	00.00
	00.00	00.00	00.00	0.00	00.00
_	00.00	00.00	00.00	00.00	00.00
_	0.00	00.00	00.00	00.00	00.00
	00.0	00.0	00.0	0.00	0.00
	0.00	0.00	0.00	00.00	0.00
400-48000-41438 Meeting Preparation	0.00	00.00	0.00	00.0	00.00
Total Dept 48000 - OTHER FINANCING USES	00.0	00.00	00.00	00.00	00.00
Expenditures	00.00	0.00	00.00	00.00	0.00
Fund 406 - CITY HALL CONSTRUCTION FUND:					
TOTAL REVENUES TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:	00.00	00.00	00.00	00.0	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 410 HOFFMAN ROAD CONST FUND ACCOUNT CATEGORY: Revenues Department: 00000					
	0.00	0.00	0.00	0.00	00.00
	0.00	0.00	0.00	00.00	0.00
	00.00	0.00	0.00	0.00	00.00
	00.00	0.00	0.00	0.00	00.00
	00.0	0.00	0.00	0.00	0.00
	00.0	00.0	0.00	0.00	00.00
	00.0	00.0	00.0	0.00	0.00
410-00000-36240 Miscellaneous Revenue 410-00000-39200 Transfer In	0.00	0.00	00.0	0.00	0.00
	20:0	20:0	00.0	00.0	00.00
Total Dept 00000	00.0	00.0	00.0	00.00	00.00
Revenues	00.00	00.00	0.00	00.00	0.00
Account Category: Expenditures Department: 48000 OTHER FINANCING USES					
	0.00	0.00	0.00	00.00	0.00
	00.0	0.00	0.00	0.00	0.00
	00.0	00.00	0.00	0.00	0.00
	00.0	0.00	00.00	0.00	00.00
	00.0	00.0	00.0	00.00	00.0
	00.0	00.00	00.00	00.0	0.00
410-48000-40531 Construction	00.00	00.00	00.00	0.00	00.00
Total Dept 48000 - OTHER FINANCING USES	00.0	00.0	00.00	0.00	0.00
Expenditures	00.00	0.00	00.00	00.00	00.00
Fund 410 - HOFFMAN ROAD CONST FUND:					
TOTAL REVENUES	00.00	0.00	0.00	0.00	0.00
		00:0	00.0	0.00	0.00
NET OF REVENUES & EXPENDITURES:	00.0	00.0	00.0	00.0	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 411 SCHEUNEMAN ROAD CONST FUND Account Category: Revenues					
411-00000-33620 County Grants & Aids	00.00	0.00	0.00	0.00	00.00
	00.0	0.00	0.00	0.00	0.00
	0.00	00.00	00.0	0.00	0.00
	0.00	00.00	00.0	00.0	0.00
411-00000-36200 Contribution Revenue	0.00	0.00	0.00	0.00	0.00
411-00000-30210 INTERFEST EATHINGS	00.0	0.00	0.00	0.00	0.00
	00:00	0.00	0.00	0.00	0.0
Total Dept 00000	00.0	00.00	00.00	0.00	0.00
Revenues	00.00	00.00	00.00	00.00	00.00
Account Category: Expenditures Department: 48000 OTHER FINANCING USES					
411-48000-40303 Engineering	0.00	0.00	0.00	0.00	0.00
	00.0	00.0	0.00	00.00	0.00
	0.00	00.00	00.00	00.0	00.00
	0.00	0.00	0.00	00.00	0.00
	0.00	0.00	00.0	00.00	0.00
	0.00	0.00	0.00	0.00	0.00
411-48000-40615 Bond D1SCount	0.00	0.00	0.00	0.00	0.00
411-4000-4001/ Bond issuance Costs 411-48000-40720 Operating transfer	00.0	0.00	0.00	0.00	0.00
Total Dept 48000 - OTHER FINANCING USES	00.00	00.00	00.00	0.00	0.00
Expenditures	0.00	00.00	00.00	0.00	0.00
Fund 411 - SCHEUNEMAN ROAD CONST FUND:					
TOTAL REVENUES TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:	00.0	00.0	0.00	00.00	

2005

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 601 WATER UTILITY FUND					
Account Category: Revenues					
601-00000-32246 Water Meter	00 0				c c
	00:0	00.0	00:0	00.0	00.00
	00.0	0.00	0.00	00.0	80.0
	0.00	(372.32)	(372.32)	372.32	100.00
	00.0	00.00	00.00	0.00	0.00
	0.00	00.00	0.00	00.0	00.00
_	00.0	0.00	0.00	00.00	0.00
601-00000-37160 Water Late Charges 601-00000-37170 Water Revenues - Delinquent	0.00	94.10	0.00	(94.10)	100.00
Total Dept 00000	0.00	(278.22)	(372.32)	278.22	100.00
Revenues	00.00	(278.22)	(372.32)	278.22	100.00
Account Category: Expenditures					
3	(9	1	terestal Code	
601-43200-40210 Operating Supplies	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	00.00	00.0
601-43200-40301 Auditing Services	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
001-43200-40304	0.0	0.00	0.00	0.00	0.00
	00.0	0.00	0.00	0.00	0.00
001-43200-40309 COMPUTER SERVICES	0.0	0.00	0.00	0.00	0.00
	00:0	00.0	00.0	00.0	0.00
	00.0	00.0	0.00	00:0	00.0
	00.00	00.0	00.0	0.00	00.00
601-43200-40420 Depreciation	0.00	00.00	00.00	00.0	0.00
Total Dept 43200 - SEWER/WATER	00.00	00.0	00.00	00.00	00.00
Expenditures —	0.00	00.00	0.00	00.00	00.00
Fund 601 - WATER UTILITY FUND:					
TOTAL REVENUES TOTAL EXPENDITURES	0.00	(278.22)	(372.32)	278.22 0.00	100.00
NET OF REVENUES & EXPENDITURES:	0.00	(278.22)	(372.32)	278.22	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE Balance As of 03/31/2025 2025 YTD Balance Activ

	2025 Amended	YTD Balance 03/31/2025	Activity For 03/31/2025	Available Ralance 03/31/2025	% + 5 C &
GL Number Description	Budget	Normal (Abnormal)	Increase (Decrease)	Normal (Abnormal)	Used
Fund: 602 SEWER UTILITY FUND					
Account Category: Revenues					
Department: U0000 602-00000-32246 Water Meter		0	0	c c	0
	00.0	00.0	00.0	0.00	0.00
Metro	0.00	00.0		20:0	0.0
Contr	00.0	00.0	00.0		00.0
	0.00	3 375 68	3 375 68	325 68)	00.001
	0.00	53.97	-	(53 97)	100.00
	00.00	00.0	00.0	0.00	00.00
602-00000-37260 Sewer Late Charges	00.0	439.48	00.00	(439,48)	100.00
	00.0	0.00	0.00	00.0	00.00
602-00000-39200 Transfer In	00.0	00.0	0.00	00.00	00.00
Total Dept 00000	00.00	3,819.13	3,325.68	(3,819.13)	100.00
Revenues	00.00	3,819.13	3,325.68	(3,819.13)	100.00
Account Category: Expenditures					
3	0	0	c c		6
S	0.00	0.00	0.00	0.00	0.00
002-43200-40121 Employer Contrib - Recifement 602-43200-40200 Office Supplies	00.0		00.0	00.0	0.00
	0000	00:0	00:0		00.0
	00.00	00.0	00.0	00:0	00.0
Engineeri	0.00	00.0	00.00	00.0	00.0
	00.0	0.00	0.00	00.0	0.00
	00.0	00.00	0.00	00.0	0.00
	0.00	0.00	0.00	0.00	00.00
602-43∠00-403⊥8 MCES Charges	0.00	0.00	0.00	0.00	0.00
00Z-45ZUU-4U3I9 LOCATES 602_43200_40322	0.00	56.75	4.05	(56.75)	100.00
	00.0	00.0	00.0	00.0	0.00
	00.0	00:0	00:0	00.0	8.0
	00.00	00.00	0.00	00.0	0.00
	00.0	3,281.25	3,281.25	(3,281.25)	100.00
	00.0	00.00	00.0	00.0	00.00
	0.00	0.00	0.00	0.00	00.00
	00.00	0.00	0.00	0.00	00.00
Total Dept 43200 – SEWER/WATER	00.0	3,338.00	3,285.30	(3,338.00)	100.00
Expenditures	00.00	3,338.00	3,285.30	(3,338.00)	100.00
Fund 602 - SEWER UTILITY FUND:					
TOTAL REVENUES TOTAL EXPENDITURES	0.00	3,819.13	3,325.68 3,285.30	(3,819.13)	100.00
NET OF REVENUES & EXPENDITURES:	00.00	481.13	40.38	(481.13)	

GL Number Description	2025 Amended Budget	YTD Balance 03/31/2025 Normal (Abnormal)	Activity For 03/31/2025 Increase (Decrease)	Available Balance 03/31/2025 Normal (Abnormal)	% Bdgt Used
Fund: 801 INVESTMENT TRUST FUND ACCOUNT Category: Revenues					
Department: 00000					
801-00000-36210 Interest Earnings	00.00	00.00	(6,497.83)	00.0	00.00
Total Dept 00000	00.0	00.0	(6,497.83)	00.0	00.00
Revenues	00.00	00.00	(6,497.83)	00.00	00.00
Fund 801 - INVESTMENT TRUST FUND:					
TOTAL REVENUES TOTAL EXPENDITIIRES	0.00	0.00	(6,497.83)	0.00	0.00
יסואר בארבואדוסאבט	0.00	00.00	0.00	0.00	00.00
NET OF REVENUES & EXPENDITURES:	00.00	00.0	(6,497.83)	00.00	
Report Totals:					
TOTAL REVENUES - ALL FUNDS	00.00	2,906.06	7,028.75	(2,906.06)	100.00
TOTAL EXPENDITURES - ALL FUNDS	00.00	145,331.89	51,687.96	(145,331.89)	100.00
NET OF REVENUES & EXPENDITURES:	00.0	(142,425.83)	(44,659.21)	142,425.83	

CITY OF GEM LAKE

Claims For F	Payment		Period Ending:	4/15/2025
			Signatures Approving Claims	Date of Approval
		Gretchen Artig-Swomley, Mayor		
		Ben Johnson, Council		
		Jim Lindner, Council		
		Len Cacioppo, Council		
		Joshua Patrick, Council		
		Tom Kelly, Treasurer		
		Fund Totals		¢ Amount
		Fund Totals	<u> </u>	\$ Amount
		General Fund		61,908.29
		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		
		Total All Funds		61,908.29

Claims for Payment Check Numbers 12799 through 12819

CHECK REGISTER FOR CITY OF GEM LAKE CHECK DATE 04/15/2025 - 04/15/2025

Check Date	Check	Vendor Name	Amount	
Bank GEN GENE	RAL CHECKING			
04/15/2025	12799	CINTAS	162.45	
04/15/2025	12800	City of White Bear Lake	36,518.25	
04/15/2025	12801	City of White Bear Lake	12,306.25	
04/15/2025	12802	Coverall of the Twin Cities	640.00	
04/15/2025	12803	GDO Law	85.00	
04/15/2025	12804	GILBERT MECHANICAL CONTRACTOR	430.00	
04/15/2025	12805	INVOICE CLOUD INC	565.00	
04/15/2025	12806	Kelly & Lemmons, PA	1,461.00	
04/15/2025	12807	Melissa Lawrence	92.82	
04/15/2025	12808	METRO-INET	1,160.00	
04/15/2025	12809	Minnesota Pollution Control A	400.00	
04/15/2025	12810	Nykanen Inspections LCC	120.00	
04/15/2025	12811	Premier Banks	657.04	
04/15/2025	12812	Press Publications	55.00	
04/15/2025	12813	RAMSEY COUNTY	916.00	
04/15/2025	12814	REPUBLIC SERVICES	1,135.66	
04/15/2025	12815	SEH	2,544.71	
04/15/2025	12816	White Bear Lake Emergency Foo	1,500.00	
04/15/2025	12817	WHITE BEAR LOCKSMITH	335.00	
04/15/2025	12818	WHITE BEAR TOWNSHIP UTILITY B	232.00	
04/15/2025	12819	Xcel Energy	592.11	
GEN TOTALS:				
Total of 21 C			61,908.29	
Less 0 Void C			0.00	
Total of 21 D	isbursements:		61,908.29	

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CHECK DISBURSEMENT REPORT FOR CITY OF GEM LAKE CHECK DATE 04/15/2025 - 04/15/2025

Fund: 100 GEN 04/15/2025					T .		
04/15/2025		ma Divisio e Primor N		NAME OF THE OWNER OWNER OF THE OWNER OWNE	10310	41040	21 05
	GEN	12799	CINTAS	CINTAS RUGS CINTAS AED	40319 40319		31.95 130.50
	Check	GEN 12799 T	otal for Fund 100 GENERAL				162.45
04/15/2025	GEN	12800	City of White Bear Lake	2ND QTR 2025 POLICE CONTRACT	40314		34,309.98
				PRINCIPAL ON POLICE FACILITY	40314	42100	2,208.27
	W=23.507.000		otal for Fund 100 GENERAL		40214	42100	36,518.25
04/15/2025	GEN	12801#	City of White Bear Lake	FIRE SERVICES FIRE INSPECTIONS	40314 10100	42100 00000	8,808.10 1,452.90
				PRINCIPAL FIRE FACILITY	40314		2,045.25
	Check	GEN 12801 T	otal for Fund 100 GENERAL			2	12,306.25
04/15/2025	GEN	12802	Coverall of the Twin Cities	COVERALL MARCH 2025	40319		320.00 320.00
	el l.	cen 12002 z	sate I for sund 100 CENERAL	COVERALL APRIL 2025	40319	41940	640.00
04/15/2025		12803	otal for Fund 100 GENERAL GDO Law	GDO LEGAL SERVICES	41304	41600	85.00
Designation of Action Control	GEN				40300	41940	430.00
	GEN	12804	GILBERT MECHANICAL CONTRACTORS, I		40309		565.00
A CONTRACTOR OFFICE CONTRACTOR	GEN	12805	INVOICE CLOUD INC	INVOICE CLOUD			
04/15/2025	GEN	12806	Kelly & Lemmons, PA	GENERAL COUNSEL	40304		1,461.00
04/15/2025	GEN	12807	Melissa Lawrence	MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT		41900 41900	12.18 80.64
	check	GEN 12807 7	Total for Fund 100 GENERAL	MILEAGE REIMBURSEMENT	40331	11500	92.82
04/15/2025	GEN	12808	METRO-INET	IT SUPPORT	40309	41900	1,160.00
04/15/2025	GEN	12809		y 2025 APPLICATION FOR GENERAL PERMIT	42325	41910	400.00
04/15/2025	GEN	12810	Nykanen Inspections LCC	MARCH 2025 INSPECTIONS	32213		120.00
						41900	150.00
04/15/2025	GEN	12811#	Premier Banks	FLYWHEEL WEBSITE HOSTING ANNUAL FEE MCFOA	40440	41900	440.00
				MISC. SUPPLIES WALMART		41900	69.42
	Ch - al-	CEN 13011 7	satal for sund 100 SENERAL	CREDIT FOR OVERPAYMENT	34133	00000	657.04
04/15/2025	GEN	12812	Total for Fund 100 GENERAL Press Publications	PRESS PUBLICATIONS	40351	41900	55.00
04/15/2025		12813		2025 ELECTION SVCS 2ND QTR		41410	916.00
04/15/2025	GEN		RAMSEY COUNTY	Program for the program of the progr	40384		1,135.66
04/15/2025	GEN	12814	REPUBLIC SERVICES	REPUBLIC SERVICES MARCH 2025		41910	2,544.71
04/15/2025	GEN	12815	SEH	GENERAL ENGINEERING SVCS			
04/15/2025	GEN	12816	White Bear Lake Emergency Food Sh	e APRIL 2025 DONATION		00000	1,500.00
04/15/2025	GEN	12817	WHITE BEAR LOCKSMITH	INSTALL DOOR CLOSURE	40300	41900	335.00
04/15/2025	GEN	12818	WHITE BEAR TOWNSHIP UTILITY BILLI	N 2025 1ST QTR UTILITY BILL	40385	41940	232.00
04/15/2025	GEN	12819#	Xcel Energy	STREET LIGHTS	40386		1.50
				ELECTRIC SERVICE GAS SERVICE	40381 40383		462.75 127.86

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CHECK DISBURSEMENT REPORT FOR CITY OF GEM LAKE CHECK DATE 04/15/2025 - 04/15/2025

Check Date	Bank Account	Check #	Payee	Description	Accoun Dept t	Amount
Fund: 100 G		GEN 12819	Total for Fund 100 G	SENERAL		592.11
Total For F	und: 100				61,	908.29
Report Tota	1:				61,	908.29

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

BARNETT PROPERTIES DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of ______, 2025, is by and between the City of Gem Lake, whose primary address is 4200 Otter Lake Road, Gem Lake, Minnesota 55110, Ramsey County, a municipal corporation organized under the laws of the State of Minnesota, (the "City"), and Barnett Properties, LLC, a Minnesota Limited Liability Company, whose primary address is 3610 North Hwy 61, Gem Lake, Minnesota 55110 (the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of two parcels of real property situated in the City of Gem Lake, County of Ramsey, legally described as follows, see attached Exhibit A; (the Property);and

WHEREAS, the Developer proposes to construct a new building to replace the existing structure located on parcel A and described on Exhibit A; and

WHEREAS, Developer as part of it's plan to redevelop parcels A and B has requested permission to adjust the common boundary lines shared by parcels A and B; and

WHEREAS, Developer has prepared final plans and specifications intended to comply with the regulations established with by the City of Gem Lake; and

WHEREAS, the City believes the proposed development of the property and fulfillment of this Agreement are in the best interest of the City of Gem Lake; and

WHEREAS, Minnesota Statute §462.358 authorizes the City to enter into a Development Agreement, secured by a performance guarantee for completion of all such improvements following final approval by the City Council and prior to the recording of the final plat at Ramsey County; and

WHEREAS, the City and the Developer have entered into this Development Agreement to document their respective rights and responsibilities with respect to the construction of the Improvements; and

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. $\underline{\text{Definitions}}$. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Development Agreement, as the same may be from time to time modified, amended or supplemented.

"Articles and Sections" mentioned by number only are the respective Articles and Sections of this Agreement so numbered.

"<u>Certificate of Completion</u>" means the certification provided to the Developer upon satisfactory completion of the Improvements.

"City" means the City of Gem Lake, Minnesota.

"Construction Plans" means the plans, specifications, drawings and related documents prepared by registered architects or engineers for all construction work to be performed by the Developer on the Property, including all on-site improvements to be performed, installed or constructed upon the Property, pursuant to this Agreement. Such plans shall, at a minimum, include the level of detail required for issuance of building permits by the City.

"<u>Developer's Improvements</u>" means those improvements to or serving the Property to be performed by the Developer, as more fully set forth under this Agreement.

"Event of Default" shall have the meaning set forth in of this Agreement.

"Improvements" means the site preparation, utility installation, storm water improvements, and approved Construction Plans for Improvements to be constructed pursuant to the terms of this Agreement.

" $\underline{\text{Minnesota Environmental Rights Act}}$ " means the statutes located at Minnesota Statutes Sections 116B.01 et seq., as amended.

"Parties" means the Developer and the City.

"State" means the State of Minnesota.

"<u>Unavoidable Delays</u>" means delays, outside of the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, unusually severe or prolonged bad weather, Acts of God, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, or any other similar causes.

ARTICLE II

Representations And Warranties

- Section 2.1. <u>Representations and Warranties by the City</u>. The City represents and warrants that:
 - (a) The City is a public body politic and corporate under the laws of the State of Minnesota, has the power to enter into this Agreement and to carry out its obligations hereunder.
- Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:
 - (a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its corporation or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of the corporation.
 - (b) The Developer will construct the Improvements upon the Property in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).
 - (c) It is the intent and understanding of the parties that upon completion of the Improvements, including 34,000 square foot building, upon the Property, that the Developer will use the properties for the sale and service of new and used vehicles including automobiles and support utility vehicles.
 - (d) It is the intent and understanding of the parties that the redevelopment of the property will occur pursuant to the terms and conditions of the City of Gem Lake resolution no. 2024-0019 approving a minor subdivision for the Property in the City of Gem Lake, resolution no. 2024-0020 approving a zoning compliance permit for the property.
 - (e) The Developer has received no notice or communication from any local, state or federal official that the proposed activities of the Developer may be or will be in violation of any environmental law or regulation. The Developer is aware of no violation of any local, state or federal environmental law, regulation or review procedure, or of any facts which would give any person a valid claim under the Minnesota Environmental Rights Act.
 - (f) The Developer will use its best efforts to construct the Improvements in accordance with all local, state or federal energy conservation laws or regulations.

- (g) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.
- (h) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of the terms, conditions or provisions of any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or will constitute a default under any of the foregoing.
 - (i) The Developer shall prepare final plans for City review and approval.
- (j) The Developer shall provide to the City, upon execution of this Agreement and prior to the commencement of construction of the Improvements, proof of financing in an amount and from a source found sufficient by the City to assure the Developer's ability to construct the Public Utility Infrastructure and public right of way described in Section 4.5 Improvements contemplated by this Agreement.

ARTICLE III

Construction Of Improvements

Section 3.1. <u>Construction of Improvements</u>. The Developer will construct the Improvements on the Property in accordance with the approved Construction Plans and at all times during the term of this Agreement will operate and maintain, preserve and keep the Improvements or cause the Improvements to be operated, maintained, preserved and kept in good repair and condition.

Section 3.2. Construction Plans.

- (a) The Developer shall cause to be constructed, at his cost, the Required Improvements according to City ordinances. All of the Required Improvements shall be approved by the City prior to construction and shall be consistent with approved minor subdivision, the Grading Drainage and Erosion Control Plan, Landscaping Plan, the Development Utility Plan, Building Plans, City Resolution Number 2024-0020, approving a zoning compliance permit for the property and City Resolution Number 2024-0019, approving a minor subdivision for the property as well as any requirement imposed by the City Engineer.
- (b) The Developer shall have no claim against the City and its officers and employees for damages sustained or costs incurred resulting from subdivision approval and development. The Developer agrees to indemnify, defend and hold harmless the City, its agents and employees from any claim, demand, suit, action or other proceeding whatsoever

by any person for any loss or damage to property or any injury to or death of any person resulting from any actions of the Developer, or their agents or contractors. Until all of Developer's obligations under this Agreement are fulfilled, the Developer shall provide and maintain public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise. Limits for bodily injury or death shall not be less than \$1,000,000 for one person and \$2,000,000 for each occurrence. Limits for property damage shall not be less than \$2,000,000 for each occurrence. The City shall be named as an additional named insured on said policy, and the Developer shall file a copy of the insurance coverage with the City prior to the commencement of the Required Improvements. The insurance policy obtained by the Developer is subject to City approval. In the event that the City is held liable to a third party by a court of competent jurisdiction for damages and the insurance obtained by Developer for any reason fails to cover the City, the Developer shall be liable under this Agreement for any and all costs incurred or damages claimed against the City.

- (c) This Development Agreement cannot be assigned or transferred without prior written approval of the City.
- (d) Any breach of the terms of this Agreement by the Developer shall be grounds for denial of the issuance of any building permit.
- (e) There is no intent to benefit any third parties and third parties shall have no recourse against the City under this Agreement.
- (f) The Developer shall reimburse the City for all costs incurred by the City in defense or enforcement of this Agreement due to actions or inactions of Developer including court costs and reasonable engineering and attorneys' fees.
- (g) If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of the Development Agreement.
- (h) It is agreed that the City has the right, privilege and authority as a condition precedent to the approval of the plans and specifications and approval of Final Plat, to prescribe design requirements for any Improvements within the Plat.
- (i) The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. The Construction Plans shall be deemed approved by the City unless rejected in writing within thirty (30) days after receipt from the Developer by the City with a statement of the City's reasons for such rejection.

(j) If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change, in writing, to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Agreement and such changes do not materially alter the nature, quality or exterior appearance of the Improvements, the City shall approve the proposed change and notify the Developer in writing of its approval.

Section 3.3. Commencement and Completion of Construction. The Developer will provide a schedule in writing outlining in detail the proposed schedule which must be approved prior to the start of construction. The construction shall be commenced by _______. Subject to Unavoidable Delays, and contingent upon Developer securing adequate financing, the Developer shall commence construction of the Improvements by. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Improvements within ______ days following the actual commencement of construction, unless amended by the parties. Appropriate extension of time for completion shall be made for time lost as a result of Unavoidable Delays or other factors approved by the City; provided that within twenty (20) days after the occurrence of an Unavoidable Delay or other factor, the Developer shall have notified the City in writing of such occurrence.

Until construction of the Improvements has been completed, the Developer shall make reports to the City, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to construction of the Improvements. The Developer shall allow designated representatives of the City to enter upon the Property during the construction of the Improvements to inspect such construction.

Section 3.4. Certificate of Completion.

- (a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Improvements (including the dates for beginning and completion thereof), and upon approval of the Improvements by the City, the City will furnish the Developer with an appropriate instrument so certifying (the Certificate of Completion). Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of the Developer and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the City to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Improvements, or any part thereof.
- (b) If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in detail in what respects the Developer has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts will

be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

ARTICLE IV

The Developer will construct and install, at Developer's expense, the following improvements identified under Parts A and B ("Developer's Improvements"), according to the terms and conditions stated herein.

Developer's Improvements (Part A) Exhibit B

- Section 4.1. <u>Site Grading</u>. The Developer shall do all site grading associated with the construction plans approved by the City. Upon completion of all grading, Developer's engineer shall certify in writing that the site it graded to the approved plans. Also, the Developer agrees prior to commencement of grading to call a pre-construction meeting between the City, Developer and contractors for the site grading.
- Section 4.2. <u>Soil Erosion and Tree Protection</u>. The Developer shall control soil erosion ensuring:
 - (a)Erosion and siltation control measures shall be coordinated with the different stages of development. Appropriate control measures, as required by the City, shall be installed prior to development when necessary to control erosion.
 - (b) Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time.
- Section 4.3. <u>Iron Monument Placement</u>. The Developer shall place iron monuments at the west terminus and east terminus of the common boundary line be established between parcel A and B. An iron monument shall be placed after all street/utilities (public and private) and lawn gradingpaved areas has been completed. in order to preserve the lot markers for future property owners.
- Section 4.4. <u>Storm Water Infrastructure</u>. The Developer shall construct and dedicate all storm water infrastructure required by the City. The Developer shall be responsible for storm sewer cleaning and maintenance as reasonably required by the City, <u>until a certificate of completion as set forth in Section 3.4 has been issued prior</u> to completion of the development. The Developer grants the City the right to enter upon the property to perform all functions required under this Agreement and City Codes. Performance shall be guaranteed by the Performance Guarantee set forth under this Agreement.
- Section 4.5. <u>Approvals and Permits</u>. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading and prior to the construction of Developer Improvements.

- Section 4.6. <u>Utilities</u>. The Developer shall arrange for all gas, telephone, cable television (if available) and electric utilities to be installed to serve the development.
- Section 4.7. <u>Private Easement.</u> Developer shall prepare and record a private access agreement allowing 3700 Hwy 61 access to Hwy 61 as required by City of Gem Lake resolution no. 2024-0019 approving a minor subdivision. The city retains for itthe right to approve the terms and conditions of the private access agreement prior to its execution and recording.
- Section 4.8. <u>City Engineer</u>. The City shall provide a licensed professional engineer, or their duly authorized representative to oversee, at the Developer's expense, the Developer's Improvements (except for the building to be constructed) identified in this Agreement until such improvements are completed and accepted by the City. The City shall conduct an inspection within forty-eight (48) hours of notice or request by the Developer. The forty-eight (48) hour notice shall exclude weekends and holidays.
- Section 4.9. <u>Fence Plan.</u> Developer may construct the proposed fence, shown on the site plan, with said fencing meeting the requirements of Section 16.13 and building type template 15a.

Estimated cost of Developer's Improvements for **Part A**, the description and completion dates are as follows: **See Exhibit B, Part A.**

Section 4.10. Finance.

- As financial security, Developer shall furnish the City with a Letter of Credit or other security in a City approved format in an amount equal to One Hundred Twenty-Five Percent (125%) of the improvement-Public Infrastructure including but not limited to Storm Water Infrastructure, Public Utility Infrastructure and public right of way contract amount. The Developer's financial security shall be used to guarantee Developer's completion of all of the Public Infrastructure including but not limited to Storm Water Infrastructure, Public Utility Infrastructure and public right of way Required Improvements, compliance with this Agreement, and compliance with the terms and conditions of approval City Resolution Number 2024-0020 approving a Zoning Compliance permit and City Resolution Number 2024-0019 approving a minor subdivision. Said surety shall be immediately available for City's use to complete part or all of the construction in a timely and satisfactory manner, as determined in the sole discretion of City. Said surety shall remain in full force and effect until completion and acceptance of the Public Infrastructure including but not limited to Storm Water Infrastructure, Public Utility Infrastructure and public right of way Required Improvements based on the sole determination of City.
- (b) The Developer agrees that the terms of the financial security shall be deemed to have been violated if the Developer fails to perform any of the terms of this Agreement in the manner required by the City. City shall provide Developer ten (10) days written notice of any violation of the terms of the Agreement. Determination of a violation of the terms of the Agreement shall be in the sole discretion of the City, which shall not be unreasonable. The financial security shall be available for use by the City to remedy any

Commented [AR1]: Is there a fence plan involved? If not, then delete

Commented [JG2R1]: Yes there is a fence shown on portions of the site

violation of the terms of this Agreement, subject to the ten (10) days written notice to Developer and Developer's failure to rectify same within that period of time.

- (c) WAC and SAC charges shall be paid upon issuing the building permit.
- (d) All plumbing permit fees, electrical permit fees and any other permit fees required for new construction shall be paid at the time of the building permit application.
- (e) The Developer deposit shall with the City (\$_), from which any and all costs and expenses incurred by the City, in any way related to this Agreement, including, but not limited to, planning and engineering fees, legal fees, City staff time, cost of acquisition of easements, if any, shall be paid. Costs for City staff time expended in conjunction with this Agreement are expected to equal two and one-half percent (2.5%) of the construction cost of the Public Infrastructure including but not limited to Storm Water Infrastructure, Public Utility Infrastructure and public right of way Required Improvements. Said fee can be increased or reduced in the sole discretion of the City, should staff time required vary dramatically from this estimate.
- (f) All current and outstanding bills and invoices from the City are to be paid before start of grading and construction.

Developer's Improvements (Part B)

Section 4.11. Construction of City Maintained Improvements.

- (a) The Developer shall install all utilities and storm water facilities (sanitary sewer, watermain and storm sewer) in accordance with the approved storm water/utility plan and specifications that has been approved by the City and/or the City's consulting engineer. Also, the Developer agrees prior to commencement of construction to call a pre-construction meeting between the City, Developer and contractors for the utility construction. Developer further agrees to coordinate its contractors' activities with the City for inspections. If improvements are installed without required City inspections, the City may require that such improvements be removed and reconstructed. City inspector shall be notified at least forty-eight (48) hours prior to any and/or all construction activity.
- (b) The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of streets, trails/sidewalks, utilities, etc. and prior to the Developer awarding construction contracts.
- (c) <u>Inspection</u>. All of the work shall be under and subject to the inspection and approval of the City and, where appropriate, any other governmental agency having jurisdiction. The City shall provide a licensed professional engineer, or their duly authorized representative, to oversee, at the Developer's expense, the Developer's Improvements identified in this Agreement until such improvements are completed and accepted by the City. The City shall conduct an inspection within forty-eight (48) hours of notice or request by the

Developer. The forty-eight (48) hour notice shall exclude weekends and holidays.

- (d) <u>Easements</u>. The Developer shall dedicate to the City, as part of the <u>minor</u> subdivision <u>approval</u> and at no cost to the City, all permanent drainage and utility easements at a minimum of 10 feet abutting all lot lines resulting from the subdivision of the property and the storm sewer line as determined by the City. It shall be Developer's responsibility to obtain any and all temporary easements as may be necessary for Developer's performance under this Agreement.
- (e) As-built drawings of all improvements identified in Part B shall be filed with the City Engineer. Such as-built drawings shall show the date of construction and shall be drawn in such a manner and on such materials to meet the standards of the City available in the City engineer's office. As-built drawings must be completed and filed in the City engineer's office within six (6) months of the day of the completion of such improvement. If as-built drawings are not filed within the time period specified the City engineer may be authorized to conduct surveys and complete the drawings and all of the costs pursuant thereto shall be paid by the Developer.

Estimated cost of Developer's Improvements, the description and completion dates for Part B are as follows: See Exhibit B, Part B.

Section 4.12. Engineering.

- (a) The Developer shall cause to be constructed, at its cost and its own risk, the Required Improvements according to City standards. All of the Grading and Drainage Improvements shall be approved by the City and shall be consistent with the Final Subdivision and the Grading, Drainage, Erosion Control Plans approved _______, subject to any revisions required by the City Engineer. The Developer also agrees to adhere to all terms and conditions as set forth by the Ramsey-Washington Metro Watershed District (RWMWD). Developer shall provide a copy of the RWMWD Permit to the City prior to the commencement of construction.
- (b) Developer or their agents or assigns, shall comply with all provisions of the Storm Water Pollution Prevention Plan (SWPPP) including but not limited to keeping the public streets clear of any soil, earth or debris resulting from work done by Developer or his agents or assigns. Any such materials must be promptly removed and in no event shall they be present more than twenty-four (24) hours after placement. Failure to comply with this provision will result in the City undertaking this work with costs to be reimbursed by Developer pursuant to this Agreement.
- (c) The Developer shall cause to be performed to the City Engineer's satisfaction all finish grading. During this period the Developer shall prevent erosion by wind and water to the pursuant to the approved Storm Water Pollution Prevention Plan (SWPPP) and to the City Engineer's satisfaction. The Developer shall prepare an as-built survey which verifies elevations of each structure constructed as each parcel is developed.

Commented [AR3]: I am removing this language as it is related to the construction of the new building.

Commented [AR4]: Is this language necessary?

Commented [JG5R4]: YES keep

- (d) The Developer shall install survey monuments consistent with the approved subdivision. Said monuments shall be installed and certified by a registered land surveyor.
- (e) Developer shall instruct his engineer to provide adequate field inspection personnel to ensure the project is constructed in accordance with approved plans and specifications. In addition, the City's Engineer, at Developer's expense, shall also inspect the construction of Required Improvements for the purpose of certifying the same and recommending acceptance by City. Developer shall also complete construction staking for the project at Developer's expense.

Section 4.13. Miscellaneous.

- (a) The Developer represents that the Subdivision and Required Improvements will comply with all City, County, Metropolitan, State and Federal laws and regulations, including, but not limited to, subdivision ordinances, zoning ordinances, noise ordinances, and environmental regulations; including wetland impact and mitigation. Developer shall obtain all necessary permits and consents for the Required Improvements including, but not limited to, any permits required by the Minnesota Department of Health for water main extensions, any permits required by the Minnesota Pollution Control Agency for sanitary sewer main extension, any permits required by the Metropolitan Council Waste Water Services Division for connections to sanitary sewer lines, any permits required by the Ramsey-Washington Watershed District for grading and storm water discharge; and any permits or approvals necessary to properly comply with Wetland regulations. Developer shall reimburse the City for any costs or expenses incurred by the City due to the need for any permits or consents and shall be responsible for compliance with any other requirements imposed by the agencies in question.
- (b) Developer shall comply with the City Engineer's recommendations, including the creation of a storm water retention pond planting plan that meets with the approval of Ramsey/Washington Metro Watershed District staff and City staff. Said approval shall occur after the execution of this Agreement.
- (c) Prior to the commencement of any work, Developer or his engineer shall schedule a preconstruction meeting to be held at the Gem Lake City Hall at a date and time agreeable to City. Said meeting shall include all parties concerned, including, but not limited to, City staff, Developer's engineer, Developer's contractor(s), Developer's builder(s), and if necessary, representatives of Ramsey-Washington Watershed District. The purpose of this meeting will be to review the work program for construction to achieve a coordinated approach between all parties involved and shall include a detailed schedule in writing provided by the Developer.
- (d) Developer warrants all work required to be performed against poor material and faulty workmanship for a period of two (2) years after its final completion and approval by City. All landscaping including, but not limited to, trees, shrubs, grass seed, sod, native plantings and aquatic plantings, if any, be warranted to be alive, of good quality and disease free for twenty-four (24) months from the time of planting. Any replacements shall be

Commented [AR6]: Are we considered about landscaping?

Commented [JG7R6]: Yes keep

warranted to be alive, of good quality and disease free for twenty-four (24) months from the time of planting. Developer shall post maintenance bonds or other security acceptable to City to secure the warranties.

- (e) The action or inaction of City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- (f) This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be. All terms and conditions contained herein shall run with the land and shall bind the Developer, its successors and assigns.
- (g) Developer shall complete all the obligations of the zoning certificate issued by the City on 09/17/2024.
- (h) Developer shall complete all the requirements for issuance of the conditional use/zoning certificate.
- (i) Developer understands that the construction hours with the city of Gem Lake are Monday-Saturday, 7:00 A.M.-7:00 P.M.
- (j) Required notices to Developer shall be in writing and shall be either hand delivered or mailed by certified mail to the following address:

Barnett Properties LLC 3610 North Hwy 61 Gem Lake, MN 55110

(k) Required notices to the City shall be in writing and shall be either hand delivered or mailed by certified mail, in care of the city administrator, to the following address:

> City of Gem Lake 4200 Otter Lake Road Gem Lake, MN 55110

ARTICLE V

Additional Developer Obligations

Section 5.1. <u>Storm Sewer Infrastructure Maintenance</u>. Storm sewer infrastructure shall be maintained by the developer pursuant to the <u>conditions Operation and Maintenance Agreement for Barnett Kia Storm Water Facilities</u> approved by the City. Developer to submit a maintenance agreement and Maintenance Plan for all storm water facilities and wetland mitigation areas.

ARTICLE VI

Performance Guarantees

Section 6.1. <u>Developer's Improvements</u>. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Developer's Improvements identified in Parts A and B of Article IV. Developer guarantees workmanship and materials.

Section 6.2. City Maintained Improvements. Upon the City's written final acceptance of the City maintained improvements lying within the public easements or right-of-way, to occur upon acceptance of such improvements, a two-year warranty bond shall be provided to the City by the Developer based on 25% of the final construction costs for Developer's Improvements identified in Part B of Article IV unless otherwise directed by the City Engineer.

ARTICLE VII

Recording And Release

The Developer agrees that the terms of this Agreement shall be a covenant on the Property. The Developer agrees that the City shall have the right to record a copy of this Agreement with the Ramsey County Recorder to give notice to future owners. This shall be recorded against the Property described on Exhibit A attached hereto.

ARTICLE VIII

Reimbursement Of Costs

The Developer agrees to fully reimburse the City for all costs incurred by the City in connection with this Agreement including, but not limited to, the actual costs of preparation of the plans and specifications for said improvements, engineering fees, legal fees, inspection fees, interest costs, costs of acquisition of necessary easements, if any, and any other costs incurred by the City relating to this Agreement and the installation of the aforementioned improvements.

Furthermore, the Developer agrees to deposit with the City such sums reasonably required by the City and relating to the costs described in the preceding paragraph. The amounts of such deposits shall be as shown in the City Fee Schedule as adopted by City Code. Said amount shall bear no interest and the City shall have the right to pay all fees and expenses and costs which are the obligations of the Developer under this Agreement from the aforementioned escrow deposit. Any monies remaining after the payment of said fees and costs shall be returned to the Developer. Any disputes regarding said fees shall be resolved in accordance with Minnesota Statutes §§ 462.353 and 462.361.

All reimbursements from the City to Developer as set forth in this Agreement shall be made administratively, when possible, so that Developer will not be required to seek further City Council approval for such reimbursements.

Commented [AR8]: Part B deals with the new building to be constructed by Barnett.

Commented [AR9]: Are there any City maintained improvements? If not, then 6.2 should be deleted.

Commented [JG10R9]: Yes the public infrastructure will be installed by them and maintained by the City. Specifically storm sewer.

ARTICLE IX

Building Permits And Certificates Of Occupancy

No Certificate of Occupancy permit shall be issued for any house in the plat until the following have been completed:

A. An as-built plan of all improvements shall be supplied to the City.

The City Building Official may issue a stop work order for any violations relating to silt fencing, erosion control or tree protection.

ARTICLE X

Cleanup

Developer shall promptly clean dirt and debris from streets that has resulted from construction by the Developer, its agents or assigns. Performance shall be guaranteed by the Performance Guarantee recited herein. City reserves the right to perform such work as necessary and will invoice all costs to Developer if not completed within the timeframe set by the City, its agents or assigns, in a written notice. The Developer shall be responsible for rubbish and/or construction debris blown off the Property.

ARTICLE XI

Ownership Of Improvements

Upon completion of the work and construction required by this Agreement and acceptance by the City, the improvements lying within the public right-of-way or easements shall become City property without further notice or action.

The Developer shall schedule City inspections through the City Engineering Department a minimum of forty-eight (48) hours prior to constructing City maintained improvements within the public right-of-way or easements.

Prior to acceptance by the City of the City maintained improvements lying within the public right-of-way or easements, the Developer shall provide evidence by sworn construction statement that all contractors who may be entitled to file mechanics liens have been paid.

ARTICLE XII

Prohibitions Against Assignment And Transfer; Indemnification

Section 12.1. Release and Indemnification Covenants.

- (a) The Developer releases from and covenants and agrees that the City, and the governing body members, officers, agents, servants and employees thereof shall not be liable for, and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof, against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements or Developer's Improvements.
- (b) Except for any willful misrepresentation or any negligent, willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City, and the governing body members, officers, agents, servants and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements or Developer's Improvements and provided that such proceeding is based upon the acts of the Developer or of others acting on behalf or under the direction or control of the Developer.
- (c) The City, and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the Developer, or its officers, agents, servants or employees or any other person who may be about the Property due to any act of negligence of any person, excluding the negligent acts or misconduct of the City, its agents or employees.
- (d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE XIII

Insurance

Section 13.1. <u>Insurance</u>. Developer and/or all its subcontractors shall take out and maintain during and until two (2) years after the City has accepted the improvements (streets, trails/sidewalks & utilities) that were installed by the Developer identified in Part B of Article IV lying within the public right of way or easements, the following insurance:

(a) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; and

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State. The policies of insurance shall name the City as an additional insured on the policy, and the Developer or all its subcontractors shall file with the City

Commented [AR11]: Unless the new building involves construction of public utilities this language is not necessary

Commented [JG12R11]: The project as a whole includes installing publicly owned infrastructure, so yes we want this

a certificate evidencing coverage prior to any construction by the Developer or its subcontractors. The certificate shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City and the Developer in the event of cancellation of such policy or change affecting the coverage thereunder. The certificate may not contain any disclaimer for failure to give the required notice.

ARTICLE XIV

Events of Default

- Section 14.1. <u>Events of Default Defined.</u> The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
- Section 14.2. <u>Remedies on Default.</u> Whenever any Event of Default referred to in this Agreement occurs, the City may take any one or more of the following actions after provision of thirty (30) days written notice to the Developer by the City of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default cannot be cured within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:
 - (a) Withhold the Certificate of Completion.
 - (b) Refuse to issue building permits to any property within the plat until such time as such default has been inspected and corrected to the satisfaction of the City.
 - (c) Perform the work of the Developer and the Developer shall promptly reimburse the City for any expense incurred by the City within thirty (30) days. Failure to do so shall result in the City withholding any cash deposit, certified check, letter of credit, or any other form of Performance Guarantee of the Developer.
 - (d) The City reserves the right to charge a penalty equal to twenty-five percent (25%) and the costs incurred by the City incurring the developer's default. If the plat is a phase of a multi phase preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied.
 - (e) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement and shall be entitled to collect any and all expenses incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense.
- Section 14.3. <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every

such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 14.4. <u>No Additional Waiver Implied by One Waiver.</u> In the event any agreement should be breached by Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XV

Additional Provisions

- Section 15.1. <u>Incorporation by Reference</u>. All City approved plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as if fully set out herein.
- Section 15.2. <u>Notices and Demands</u>. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the addresses hereinbefore set forth on Page 1, or at such other address with respect to either such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.
- Section 15.3. <u>Titles of Articles and Sections</u>. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- Section 15.4. <u>Validity</u>. If any portion, section, subsection, sentence, clause, paragraph or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this Agreement.
- Section 15.5. <u>Clerical Revisions</u>. In the event that any technical or clerical revisions are needed in this document or if for any reason the County Recorder deems this Agreement unrecordable, the Developer shall cooperate with the City in the execution or amendment of any revised development agreement.
- Section 15.6. <u>Binding Effect</u>. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land. Notwithstanding the foregoing, individual homeowners shall not be obligated to perform Developer's obligations hereunder.

Section 15.7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 15.8. <u>Law Governing</u>. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 15.9. <u>Time of Performance</u>. The Developer shall install all required improvements in accordance with the timetables set forth in this Development Agreement. The Developer may, however, request in writing an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases, if any, and the extended completion date.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

BARNETT PROPERTIES, LLC

By:		
Its:		
Бу:	 	
Its.		

STATE OF MINNESOTA)	
COUNTY OF RAMSEY) SS.)	
to me known to be the	and Liability Company, a	, 2025, before me, a Notary Public within and, and, of Barnett Properties and who executed the foregoing instrument and f of said company.
		Notary Public
		CITY OF GEM LAKE
		By: Gretchen Artig Swormley, Mayor
		ATTEST:
		By: Melissa Lawrence, City Clerk
STATE OF MINNESOTA COUNTY OF RAMSEY)) SS.)	
within and for said County, p to me known to be respective	personally appeared Greely the Mayor and C	, 2025, before me, a Notary Public retchen Artig Swormley and Melissa Lawrence, City Clerk of the City of Gem Lake, and who dged that they executed the same on behalf of
		Notary Public

Attachment A

3610 Highway 61, Parcel ID 273022430031 (Parcel A)

ALL THAT PART OF THE WEST½ OF THE SOUTHEAST¼ OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 22 WEST, RAMSEY COUNTY, MINNESOTA, LYING EASTERLY OF STATE TRUNK.HIGHWAY NO. 61, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST¼ OF SECTION 27, THENCE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 789.8 FEET TO A POINT WHICH IS 1853.70 FEET SOUTH OF THE CENTER OF SECTION 27, TOWNSHIP 30, RANGE 22; THENCE EAST PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE 614.10 FEET TO THE WESTERLY LINE OF THE ST. PAUL AND WHITE BEAR ROAD, (SCHEUNEMAN ROAD); THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID ROAD TO THE INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 27; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART OF THE ABOVE DESCRIBED PROPERTY TAKEN FOR TRUNK HIGHWAY PURPOSES AND SUBJECT TO THE RIGHT OF WAY OF COUNTY ROAD "E".

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SCHEUNEMAN ROAD AND THE NORTH LINE OF SAID COUNTY ROAD "E", BEING 33 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST ¼; THENCE WEST ALONG THE NORTH LINE OF COUNTY ROAD "E" A DISTANCE OF 300 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 287.87 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF

331.02 FEET, MORE OR LESS, TO SAID WEST LINE OF SCHEUNEMAN ROAD; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF 289.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, RAMSEY COUNTY, MINNESOTA.

3700 Highway 61, Parcel ID 273022430019 (Parcel B)

ALL THAT PART OF THE WEST½ OF THE SOUTHEAST¼ OF SECTION 27, TOWNSHIP 30, RANGE 22, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION 1156.23 FEET SOUTH OF THE CENTER OF SECTION 27, TOWNSHIP 30, RANGE 22; THENCE EAST PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE 638.22 FEET TO THE WESTERLY LINE OF THE STPAUL AND WHITE BEAR LAKE (SCHEUNEMAN ROAD); THENCE SOUTHERLYALONG THE WESTERLY LINE OF SAID ROAD 235.20 FEET; THENCE WEST PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE 631.75 FEET TO THE NORTH AND SOUTH QUARTER SECTION LINE; THENCE NORTH ALONG SAID QUARTER SECTION LINE 235.17 FEET TO THE POINT OF BEGINNING, EXCEPT ALL THAT PART WHICH LIES WEST OF THE CENTERLINE OF STATE TRUNK HIGHWAY NO. 61. SUBJECT TO STATE TRUNK HIGHWAY NO. 61, ALSO THAT PART OF LOTS 13 AND 14, BLOCK 1,

SUMMIT FARM HOMESITES LYING EAST OF STATE HIGHWAY NO. 61, ALSO ALL THAT PART OF THE WEST½ OF THE SOUTHEAST¼ OF SECTION 27, TOWNSHIP 30, RANGE 22, DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTH 362.3 FEET OF THE NORTH 1853.7 FEET LYING BETWEEN THE SCHEUNEMAN ROAD AND THE CENTERLINE OF THE STATE TRUNK HIGHWAY 61, SUBJECT TO SAID HIGHWAY 61, ALSO ALL THAT PART OF THE SOUTH 100 FEET OF THE NORTH 1491.4 FEET OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 30, RANGE 22, LYING EAST OF STATE TRUNK HIGHWAY NO. 61 AND WEST TO SCHEUNEMAN ROAD, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



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

E-mail city@gemlakemn.org

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

	То	pre					ATION CH		ST: on is submitted	
Application Fee										
\$5.00 per hun				•			3-7			
\$500.00 Secu		(ser	arate check	from	n fee)					
5 Plus acre Parce		(Sep	arate encon	0.	11 100)					
Bow Hunter Edu		Ficat	•							
DNR Permits	cation Certi	icai	C							
=	/D	1/0			(01					
Turkey Stand Lo	cations/Parc	el/B	uilding Loc	cation	n/Shoot	ing L	anes			
Permission is hereby	given to _Ja	ame	s Tschida							, owner of the property
located at 5 Daniels	Farm Rd.					, (Gem Lake, I	Minnesota,	to allow archery dee	r hunting on the property.
The following guidel • The permit to						viola	ation of Ord	inance No.	124B:	se three days of the week:
Month	Week Start		Week End		Year		Day of	week	Day of week	Day of week
April	13	to	19	20	25	on	Wednesda	ıy	Friday	Saturday
April	20	to	26	20	25	on	Friday		Saturday	Sunday
April - May	27	to	May 3	20	25	on_	Friday		Saturday	Sunday
May May	11	to	17	20	25	on	Friday		Saturday	Sunday
May	18	to	24	20 20	25 25	on on	Friday Friday		Saturday Saturday	Sunday Sunday
 A copy of this Additional red Date I/we,								y of Gem L		d the above requirements.
Date						-			ture (all owners musture (all owners musture)	
Office Use Only										
5 Plus Acre Parcel V	erified							City Council A	Approved	
\$5.00 per Hunter Fee	Paid							Turkey Harve	st Report Received	
\$500.00 Security Dep	posit							Security Depo	sit Returned	
Bow Hunters Educat	ion Certificate	Verifi	ed	DN	R Permit	s Verif			locations/parcel/buildings	

Additional Requirements

Ordinance No. 124B - Hunting and Discharge of Weapons

Section 4. Exceptions. Dangerous weapons may be discharged or used in the City only under the following circumstances:

- 4. Archery Hunting. The City Council may issue permits authorizing the use of discharge of a bow and arrow within the City for purposes of deer hunting or turkey hunting. Said permits shall be issued only during the appropriate game season, or as deer or turkey hunting is otherwise authorized by the State Department of Natural Resources (DNR). A deer hunting or turkey hunting permit shall be issued to the property owner or owners in the case where multiple properties are joined to obtain the 5-acre requirement.
 - A hunting permit granted under this ordinance shall only authorize the discharge or use of bow and arrow on a specified parcel of property of five (5) acres or larger within the City of Gem Lake.
 - 2. The property owner(s) must apply for the permit on a form approved by the City. The application must include written consent of the owners of all parcels within 300 feet of the proposed hunting land. The applicant must submit a map of the property proposed for hunting, showing the size of the parcel, expected shooting areas, and the location of ground blinds and/or deer stands if applicable, and the location of any buildings on the property and adjacent property.
 - 3. All documents stated in 4.4.2 must be delivered to the City no less than one (1) week before the City Council Meeting.
 - 4. The permit holder must notify all landowners bordering their property of the dates and locations of the hunt.
 - 5. The City Council, in granting the permit, shall establish boundaries for the hunting area on the property which shall be sufficient to protect public safety, but in no event shall it be less than 300 feet from any home or garage, or less than 1,000 feet from any school. The City Council may further limit hunting areas within the specified parcel of property and attach other conditions to the hunting permit deemed necessary to protect the public safety and welfare.
 - 6. Multiple properties may join into an application for a hunting permit, provided that the combined properties are contiguous, combine to be 5 acres or larger, all property owners are on the application, and will allow for a contiguous safe hunting area.
 - 7. A landowner obtaining a hunting permit is responsible for ensuring that the terms of the permit are observed. If a permit is approved by the City Council, the landowner must post a cash security of \$500.00 before the permit is issued. If there is a complaint or report that permit terms were violated during the hunt, the City Council shall hold a hearing on the complaint and report, after giving the affected owner at least ten (10) days' notice of the hearing. If following the hearing the City Council concludes that a permit violation did occur, the Council may require that some or all of the cash security be forfeited to the City, in the Council's discretion.
 - 8. Any person hunting under a permit who is not one of the permit applicants must have written permission to hunt signed by all of the property owner(s). The hunter must have this permission form and a copy of the permit in their possession while hunting under the permit.
 - The permit fees shall be set forth by the City Fee Schedule as adopted by Ordinance.
 - The City Council may solicit the Metro Bow Hunters Resource Base, or any other approved organization, to hunt on an approved landowner's property for the purpose of hunting deer or turkey.
 - 11. Failure to comply with regulations of this ordinance forfeits all fees to the.
 - 12. If the conditions of any aspect of the permit are to be changed, the landowner must bring the change with new documents to the City Council for approval prior to the hunt.
 - 13. All State and Federal hunting rules and regulations shall apply in addition to requirements imposed by the City Council.
 - 14. There shall be no hunting allowed or permitted on October 31st.
- Archery Turkey Hunting.
 - 1. All hunters must have appropriate State licensing and required permits for all turkey taken.
 - 2. The maximum duration of a turkey hunting permit shall be six weeks. Such weeks must appear on the permit. A permit may authorize the discharge and use of (bow) weapons a maximum of three consecutive days in any single week. Such days must appear on the permit. Other activities may take place on the days on which weapons discharge is not permitted. Weeks do not need to be consecutive but must be within hunting season.

I/we, James Tschida and Beth Tschida	, have read and understand the above requirements.
4/3/2025	Majam
Date	Property Owner Signature (all owners must sign)
	Property Owner Signature (all owners must sign)



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

D. dala F D.							property	will be participating in	a Conservation Hun
Daniels Farm Rd.					141.		and location. I/we at	re seeking your permiss	ion to hunt at this
nd your property is	located with	iin 3	100ft of a pi	opo	sed turk	ey si	and location. If we ar	to scoring) P	
ocation during these	e dates listed	bel	ow:						
Month	Week Start		Week End		Year		Day of week	Day of week Friday	Day of week Saturday
4	13	to	19	20	25	on.	Wednesday	Saturday	Sunday
pril	20	to	26	20	25		Friday	Saturday	Sunday
pril	27	to	May 3	20	25	on	Friday	Saturday	Sunday
lay	4	to	10	20	25	on	Friday	Saturday	Sunday
May	11	to	17	20	25	on	Friday	Saturday	Sunday
/lay	18	to	24	20	25	on	Friday	Jaiuluay	
							4-5-2	25	
gnature	h						4-5-2 Date 4.6.2	5	
ignature							Date		



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

Daniels Farm Rd			Server Server news					property	will be p	articipatin	g in a C	onservation Hu
and your property	is located w	ithin :	300ft of a pi	opos	sed turk	ey st	and locatio	n. I/we are	eseeking	your peri	nission t	to hunt at this
location during the	ese dates lis	ted be	low:									
Month	Week Sta 13	rt to	Week End 19	20	Year 25	on	Day o Wednesd	f week ay	Frida	Day of weel		Day of wee Saturday
April	20	_ to	26	20	25	on	Friday		Satu	rday		Sunday
April	27	_ to	May 3	20	25	on	Friday		Satu			Sunday
May	4	to	10	20	25	on	Friday		Satu			Sunday
May	11	_ to	17	20	25	on	Friday		Satu			Sunday
May	18	to	24	20	25	on	Friday		Satu	rday		Sunday
we, Anthony Sco Daniels Farm Ro			aor darrott					this year.		551011 101 2	Consci	vation hunt at
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	Why Mort)				_	4/4/25					
Signature							Date					
	Bon-						4/4/25					
Signature	0.00			_		-	Date					
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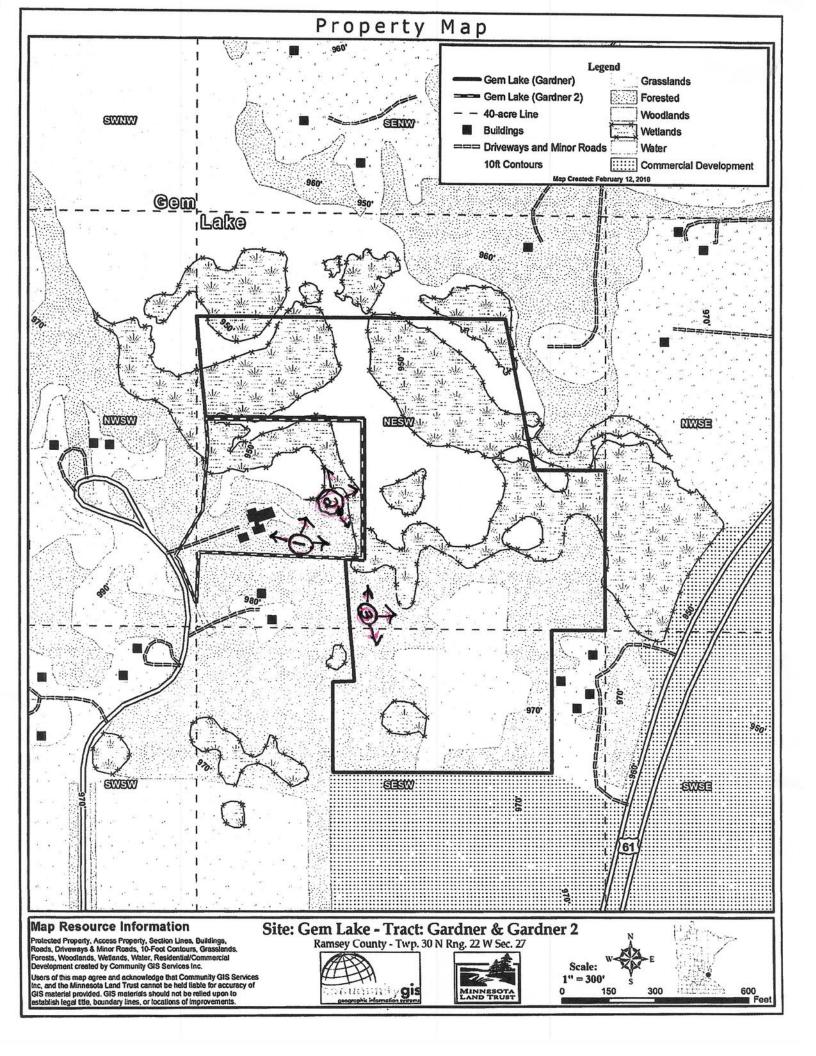


Heritage Hall 4200 Otter Lake Road | Gem Lake, MN 55110 651-747-2790/92 | 651-747-2795 (fax)

E-mail city@gemlakemn.org

Hunters List

	A	ll hunters must be listed b	elow.	
Name James Tschida	Phone Number	DNR Number 119-627-149	Bow Tag 949241525	Driver's License
John Tschida		143-882-041	311668271	-
Daniel Tschida		808-987-507	265637934	
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Heritage Hall 4200 Otter Lake Road | Gem Lake, MN 55110 651-747-2790/92 | 651-747-2795 (fax) E-mail city@gemlakemn.org

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

	Т			ATION CHECKLI		
Application Fee	-	• •		he following informated change)	tion is submitted	
\$5.00 per hur		asii we can only	accept exac	t change)		
= 1	rity Deposit (sep	parate check from	n fee)			
5 Plus acre Parce						
Bow Hunter Edu		e				
DNR Permits						
Turkey Stand Lo	ocations/Parcel/B	uilding Location	n/Shooting I	Lanes		
Permission is hereby	given to				,	owner of the property
located at			<u>,</u>	Gem Lake, Minnesota	, to allow archery deer hu	anting on the property.
The following guidel	ines must be foll	owed, or you wi	ill be in viol	ation of Ordinance No	o. 124B:	
• The permit to	allow archery to	arkev hunting or	ı vour prope	rty shall run during th	ese six weeks and these t	hree days of the week:
Month	Week Start	Week End	Year	Day of week	Day of week	Day of week
Within	to	20	on	· · · · · · · · · · · · · · · · · · ·	Day of week	
	to	20	on			
	to	20	on			
		$\frac{20}{20}$	on			
	to					
A copy of thiAdditional re				and e listed on the next pa	ge of this application.	
Date			·	Mayor, City of Gem	Lake	
I/we,				hay	veread and understand th	e above requirements
					DW -	e use ve requirements.
Date			-	Property Owner Sign	ature (all owners must si	ign)
				\mathbb{N}	\mathbb{V}_{1}	
			-	Property Owner Sign	lature (all owners must si	ion)
				Troperty o wher sign	acture (air e where mast s	·5···)
Office Use Only						
5 Plus Acre Parcel V	erified			City Council	Approved	
\$5.00 per Hunter Fee	Paid			Turkey Harv	rest Report Received	
\$500.00 Security De	posit			Security Dep	posit Returned	
Bow Hunters Educat	ion Certificate Verifi	ed DN	R Permits Veri	fied Turkey stand	l locations/parcel/buildings loca	ntion/shooting lanes

Additional Requirements

Ordinance No. 124B - Hunting and Discharge of Weapons

Section 4. Exceptions. Dangerous weapons may be discharged or used in the City only under the following circumstances:

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 - 1. A hunting permit granted under this ordinance shall only authorize the discharge or use of bow and arrow on a specified parcel of property of five (5) acres or larger within the City of Gem Lake.
 - 2. The property owner(s) must apply for the permit on a form approved by the City. The application must include written consent of the owners of all parcels within 300 feet of the proposed hunting land. The applicant must submit a map of the property proposed for hunting, showing the size of the parcel, expected shooting areas, and the location of ground blinds and/or deer stands if applicable, and the location of any buildings on the property and adjacent property.
 - 3. All documents stated in 4.4.2 must be delivered to the City no less than one (1) week before the City Council Meeting.
 - 4. The permit holder must notify all landowners bordering their property of the dates and locations of the hunt.
 - 5. The City Council, in granting the permit, shall establish boundaries for the hunting area on the property which shall be sufficient to protect public safety, but in no event shall it be less than 300 feet from any home or garage, or less than 1,000 feet from any school. The City Council may further limit hunting areas within the specified parcel of property and attach other conditions to the hunting permit deemed necessary to protect the public safety and welfare.
 - 6. Multiple properties may join into an application for a hunting permit, provided that the combined properties are contiguous, combine to be 5 acres or larger, all property owners are on the application, and will allow for a contiguous safe hunting area.
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 - 8. Any person hunting under a permit who is not one of the permit applicants must have written permission to hunt signed by all of the property owner(s). The hunter must have this permission form and a copy of the permit in their possession while hunting under the permit.
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 - 13. All State and Federal hunting rules and regulations shall apply in addition to requirements imposed by the City Council.
 - 14. There shall be no hunting allowed or permitted on October 31st.

6. Archery Turkey Hunting.

- 1. All hunters must have appropriate State licensing and required permits for all turkey taken.
- 2. The maximum duration of a turkey hunting permit shall be six weeks. Such weeks must appear on the permit. A permit may authorize the discharge and use of (bow) weapons a maximum of three consecutive days in any single week. Such days must appear on the permit. Other activities may take place on the days on which weapons discharge is not permitted. Weeks do not need to be consecutive but must be within hunting season.

I/we,	, have read and understand the above requirements.
Date	Property Owner Signature (all owners must sign)
	Mh. Nort
	Property Owner Signature (all owners must sign)



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

Hunters List

All hunters must be listed below.

Name	Phone Number	DNR Number	Bow Tag	Driver's License



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

Anthony Scornavacco and your property is lo location during these	ocated with	in 3	300ft of a pr	opo	sed turk	ey st	and location. I/we ar	will be participating in e seeking your permissi	ion to hunt at this
	Week Start	to	Week End	20	Year 25		Day of week Friday	Day of week Saturday	Day of week Sunday
April	25	to	27	20	25	on	Friday	Saturday	Sunday
May	2	to	4	20	25	on.	Friday	Saturday	Sunday
May	9	to	11	20	25	on	Friday	Saturday	Sunday
May	16	to	18	20	25	on on	Friday	Saturday	Sunday
				40	-	OIL	1 11000)	The second second	
Your signature below h								Saturday isted below on the dates	
our signature below hower Howard Com	nereby give	s m	y property p	erm	ission t	o hur	nt from the location l	isted below on the dates we permission for a con	



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

Month Oril ay ay ay our signature below	Week Start 18 25 2 9 16 23 hereby give	below: Week to 20 to 27 to 4 to 11 to 18 to 25	ek End	20 20 20 20 20 20 20	Year 25 25 25 25 25 25 25	on on on on	Day of week Friday Friday Friday Friday	Day of week Saturday Saturday Saturday Saturday Saturday Saturday	Day of week Sunday Sunday Sunday
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pril pril ay ay ay our signature below ve, Kristen O'Brier	18 25 2 9 16 23 hereby give	to 20 to 27 to 4 to 11 to 18 to 25		20 20 20 20 20 20	25 25 25 25 25 25 25	on on on on	Friday Friday	Saturday Saturday Saturday	Sunday Sunday Sunday
lay lay our signature below We,Kristen O'Brier	2 9 16 23 hereby give	to 4 to 11 to 18 to 25		20 20 20 20	25 25 25 25	on on on	Friday	Saturday	Sunday
lay lay our signature below ve, Kristen O'Brier Gern Lake	9 16 23 hereby give	to 11 to 18 to 25		20 20 20	25 25 25	on on			
our signature below	16 23 hereby give	to 18 to 25		20 20	25 25	on	Friday	Saturday	Cundou
our signature below	hereby give	to 25		20	25				Sunday
ve, <u>Kristen O'Brier</u>	hereby give						Friday	Saturday	Sunday
ve, <u>Kristen O'Brier</u>		s my pro	perty p	ermi		on	Friday	Saturday	
MAN							this year	ive permission for a con	servation nunt at
	M.						4/4/2025		
gnature				_		-	Date		
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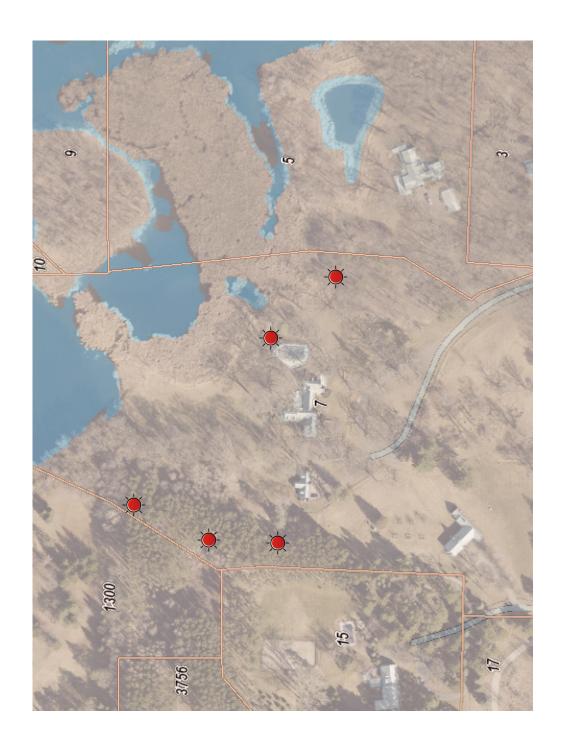


Heritage Hall 4200 Otter Lake Road | Gem Lake, MN 55110 651-747-2790/92 | 651-747-2795 (fax)

E-mail city@gemlakemn.org

Conservation Hunt Permission Form

Anthony Scornav		-						rty will be participating in	
				ropo	sed turk	ey st	and location. I/we	are seeking your permiss	sion to hunt at this
location during	hese dates listed	l bel	ow:						
Month	Week Start	to	Week End 20	20	Year 25	on	Day of week Friday	Day of week Saturday	Day of week Sunday
pril	25	to	27	20	25	on	Friday	Saturday	Sunday
lay	2	to	4	20	25	on	Friday	Saturday	Sunday
lay	9	to	11	20	25	on	Friday	Saturday	Sunday
lay	16	to	18	20	25	on	Friday	Saturday	Sunday
		w							
our signature be	23	to es m	25 y property j	20 perm	25 ission to	on		Saturday n listed below on the date give permission for a cor	es listed above.
our signature be	23 slow hereby give	to es m	25 y property j	20 perm	25 ission to	on	nt from the location	Saturday n listed below on the date give permission for a cor	es listed above.
our signature be	23 slow hereby give	to es m	25 y property j	20 perm	25 ission to	on	nt from the location	Saturday In listed below on the date give permission for a contar.	es listed above.
our signature be	23 slow hereby give	to es m	25 y property j	20 perm	25 ission to	on hur	nt from the location	Saturday In listed below on the date give permission for a contar.	es listed above.
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City of Gem Lake County of Ramsey State of Minnesota



Resolution No. 2025-012

A RESOLUTION AUTHORIZING THE CITY OF GEM LAKE TO ENTER INTO A JOINT RECYCLING EVENT AGREEMENT WITH WHITE BEAR TOWNSHIP.

WHEREAS, the City of Gem Lake and White Bear Township have entered into an agreement for a joint annual recycling event beginning for fiscal year 2025;

WHEREAS, the city of Gem Lake and White Bear Township agree to revisit the agreement annually;

WHEREAS, the City of Gem Lake and White Bear Township agree that White Bear Township will charge \$10.00 per household to cover the cost of the city's participation;

WHEREAS, the City of Gem Lake will provide an official list of households to the Public Works Department of White Bear Township prior to the event annually.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Gem Lake approves the joint recycling event agreement with White Bear Township beginning fiscal year 2025.

The motion for adoption of the foregoing Resolution and supported by Councilmember	•
resolution passed with a vote of in favor and	against.
ATTEST	
I, Melissa Lawrence, the duly qualified Acting City State of Minnesota, do hereby certify that the forego action taken by the City Council of the City of Gem	oing Resolution is a true and accurate representation of
	_April 15, 2025
Melissa Lawrence, Acting City Clerk	Date