



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 – May 19, 2025

Call to Order of City Council Meeting

By Mayor Artig-Swomley at 7:_____ p.m.

Call of Roll

Artig-Swomley _____ Cacioppo _____ Patrick _____ Johnson _____ Lindner _____

Approve Agenda and Minutes

- Accept the Agenda for the May 19, 2025, City Council Meeting
- Approve the Minutes from the April 15, 2025, City Council Meeting
- Approve the Minutes from the April 15, 2025, Closed City Council Meeting

Special Presentations/Public Hearings

- White Bear Lake Fire and Police – Fire Chief Greg Peterson and Police Chief Dale Hager

Consent Agenda

- Resolution #2025-014 May 2025 Donation to White Bear Lake Area Food Shelf
- Resolution #2025-015 May 2025 Jordan Jonas Scholarship
- Resolution #2025-016 May 2025 Lydia Erickson Scholarship
- Resolution #2025-017 May 2025 Bianca Sauer Scholarship
- Monthly Financial Report(s)
- Claims

Committee Reports

- Planning Commission

Old Business

- Newsletter Updates / Topics / Suggestions
- Acting City Clerk Performance Review / Pay Discussion Summary (per MN Stat 13D.03; 13D.05)
- Code Enforcement Issues Discussion
- Potential Water System Funding / Planning
- Comprehensive Plan / Met Council Interaction
- Barnett KIA Developers Agreement Draft

New Business

- VLAWMO JPA Comment Period
- Cannabis Registration Application
 - 1599 County Road E East
- Heritage Hall Room Rental Coverage
 - Wednesday, June 4, 2025 – Hillary Farm HOA – **No AV Needed** – 6:30 p.m. – 8:30 p.m.
- Future Charitable Gambling Donations
 - White Bear Lake Emergency Food Shelf

Community Outreach to Other Cities and Government Bodies

Presentations from the Public, 2 minutes maximum



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Open Items for Council Members to Bring Up

Future Council Meetings

- Next City Council Meeting, Tuesday, June 17, 2025
 - Attendance Inquiry
- Next City Council Workshop, Monday, June 9, 2025 – CANCELED

Adjournment – The meeting adjourned at _____

**City of Gem Lake
City Council Meeting – April 15, 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, City Engineer Justin Gese, SEH PE Lily Hock, City Treasurer Tom Kelly, Phillips Architects & Contractors President David Phillips, Barnett Kia General Manager Michael Barnett, Planning Commission Chair Don Cummings, Acting City Clerk Melissa Lawrence, and high school students and residents Lilah Davis, Jim Wilson, Carol Schacht, Rick Bosak, Thomas Young, Jacob Furlong and Elise Dieterle.

April 15, 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 March 18, 2025, City Council Meeting minutes. Motion carried 5-0.

Special Presentations/Public Hearings

MS4 Presentation – SEH Representative Lily Hock

SEH Representative Lily Hock gave a presentation on the NPDES Phase II Stormwater Permit Program for the City of Gem Lake. NPDES is an acronym for “National Pollutant Discharge Elimination System” and MS4 is an acronym for “Municipal Separate Storm Sewer System”. Gem Lake is in phase II small MS4, which is general permit coverage. There are six (6) minimum control measures (MCM) that are looked at for meeting requirements:

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

Some new things the permit is requiring for 2023 and beyond of the six (6) MCM’s are:

- MCM 1: Public Education and Outreach
 - Annual Public Education & Outreach
 - Illicit Discharge Detection and Elimination
 - De-icing Salt Use
 - Pet Waste
 - Intermittently – High Priority Topics
 - Yard Waste and Construction Activities
- MCM 2: Public Participation / Involvement
 - The City must provide (at least) one (1) public involvement activity that includes pollution prevention or water quality theme
 - Possible partnership with VLAWMO

The Environmental Protection Agency (EPA) mandates the MPCA to evaluate MS4 permittees. The city was notified on September 12, 2023, that it would be part of a routine audit which occurred on January 5, 2024. One Notice of Violation (NOV) was issued on February 15, 2024, that did not carry a penalty, but the City of Gem Lake was required to take action to bring the SWPPP into compliance and resubmit. This was completed in April 2024.

Consent Agenda

Resolution #2025-011 April 2025 Donation to White Bear Lake Area Food Shelf 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 Planning Commission meeting was held in April. Mayor Artig-Swomley would like to see the Planning Commission assign an alternate to the group in the case that no quorum is able to be met with the main five (5) commissioners assigned or think about expanding the commission from five (5) to seven (7) members. Commission Chair Don Cummings was in attendance at the meeting and shared that it might be best to expand the Commission and will propose something at the next meeting.

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, the MS4 Presentation, City Clean-up Day results, Corridor information, scholarship recipients and the 2nd stormwater article written by Councilmember Jim Lindner.

Code Enforcement Issues Discussion

The initial rental inspection and reinspection both took place for the rental property located on Scheuneman Road. It all comes down to the non-permitted structure built on the back on the property, all other violations were corrected. That violation is still uncorrected at this time.

Potential Water System Funding

The City of Gem Lake was awarded close to one million dollars from the federal government in 2024/2025 for the construction of a municipal water system. All earmarked funds the 2024/2025 funding cycle that remain unspent were recently revoked by the federal government from projects throughout the country. With the assistance of congresswoman Betty McCollum's office, Gem Lake recently re-applied for this money for the current 2025/2026 funding cycle and awaits a decision. With the help of the City's engineering firm, Gem Lake is also applying for everything available at the state level. The city retains its 2023/2024 federal funding award of \$959,757 and is currently working with the Environmental Protection Agency to begin the engineering work necessary to begin a full or partial municipal water system.

Comprehensive Plan

Hoffman's Corner is in the City's Gateway Zoning District with a suggested development of mixed-use commercial/residential development. Mayor Artig-Swomley stated that this does not reflect 100% of the developer's inquiries that are currently being fielded by the city. These calls are overwhelmingly slated towards commercial ideas. She suggests that the Planning Commission takes a look at this zoning and see if language changes and updates might make development more likely. She also stated that she will be meeting with the Metropolitan Council to discuss this area on April 16 and will report back next month.

Councilmember Lindner introduced a motion to call for a public hearing on the matter at the appropriate time, seconded by Councilmember Cacioppo. Motion carried 5-0.

Barnett KIA Developers Agreement Draft

From an engineering standpoint the city is very close to finalizing the developer's agreement. Road access to Highway 61 is the main concern holding up the agreement.

New Business

Archery Turkey Hunting Applications

5 Daniels Farm Road

A permit request for an archery turkey hunt on private property located at 5 Daniels Farm Road was received. The requested dates of the hunt will be April 16, 18, 19, 25, 26, 27 and May 2, 3, 4, 9, 10, 11, 16, 17, 18, 23, 24, 25. The hunting party consists of seven (7) hunters, all of which have obtained their Bow Hunters Certification and a MN DNR Hunting License. Turkey stand locations were given and consent of neighbor's was obtained.

Councilmember Lindner introduced a motion to approve the Archery Turkey Hunting application at 7 Daniels Farm Road, seconded by Councilmember Cacioppo. Motion carried 5-0.

7 Daniels Farm Road

A permit request for an archery turkey hunt on private property located at 7 Daniels Farm Road was received. The requested dates of the hunt will be April 18, 19, 20, 25, 26, 27 and May 2, 3, 4, 9, 10, 11, 16, 17, 18. The hunting party consists of three (3) hunters, all of which have obtained their Bow Hunters Certification and a MN DNR Hunting License. Turkey stand locations were given and consent of neighbor's was obtained.

Councilmember Lindner introduced a motion to approve the Archery Turkey Hunting application at 5 Daniels Farm Road, seconded by Councilmember Cacioppo. Councilmember Patrick abstained due to being part of the hunting party. Motion carried 4-0.

Resolution #2025-012 2025 Joint Recycling Day Event with White Bear Township

A resolution authorizing the City of Gem Lake to enter into a joint recycling event agreement with White Bear Township for the event beginning for fiscal year 2025 is being presented to the Council for adoption. Councilmember Lindner introduced a motion to approve Resolution #2025-012, seconded by Councilmember Cacioppo. Motion carried 5-0.

Future Charitable Gambling Donations

White Bear Lake Emergency Food Shelf

Mayor Artig-Swomley suggested that the Council make a donation in May in the amount of \$1,500.00 to the White Bear Lake Emergency Food Shelf. Councilmember Lindner introduced a motion to request a donation in the amount of \$1500.00 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 the city is in very initial discussions with Vadnais Heights about possible joint water infrastructure projects, due to the five-story apartment building being constructed next year on LaBore Road in Vadnais Heights. The two cities are still seeking resolution of water billing concerns regarding Gem Lake Villas.

Presentations from the Public, 2 Minutes Maximum

Planning Commission Chair Don Cummings shared that he loves the communication efforts but would like to see more communication on the website itself as not everyone has Facebook. City Engineer Justin Gese shared that the city could look into a service called govdelivery to help get communications out to residents.

Open Items for Council Members to Bring Up

None

Future Council Meetings

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

Attendance Inquiry

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

Adjournment

Being there no further business, following a motion from Councilmember Lindner, seconded by Councilmember Johnson, the meeting adjourned at 7:58 p.m.

Respectfully submitted, Melissa Lawrence

**City of Gem Lake
City Council Closed Meeting – April 15, 2025
Meeting Minutes**

Mayor Gretchen Artig-Swomley called the meeting to order at 8:04 p.m. Councilmembers Jim Lindner, Len Cacioppo, Ben Johnson and Joshua Patrick were present. Also present: Acting City Clerk Melissa Lawrence.

April 15, 2025, Agenda

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

New Business

Closed Meeting Discussion – City Clerk Performance Evaluation

Mayor Artig-Swomley explained that the Council will go into a closed session to discuss the Acting City Clerk's annual performance evaluation. A summary will be provided at the next open meeting on May 20, 2025.

Mayor Artig-Swomley is interested in having another salary study done in the coming year to help determine the salary rate for the clerk position as this specific position entails more responsibilities than just clerk activities. Councilmember Johnson introduced a motion to approve a 3.5% (\$1.24) increase based on performance and anticipated completion of year 2 of the Minnesota Municipal Clerks Academy, seconded by Councilmember Lindner. Motion carried 5-0.

Resolution #2025-013 Close Public Meeting for Annual Evaluation of City Clerk

Councilmember Lindner introduced a motion to approve Resolution #2025-013, seconded by Councilmember Johnson. Motion carried 5-0.

Adjournment

Being there no further business, following a motion from Councilmember Lindner, seconded by Councilmember Johnson, the meeting adjourned at 8:28 p.m.

Respectfully submitted, Melissa Lawrence



White Bear Lake Police Department

Serving Gem Lake

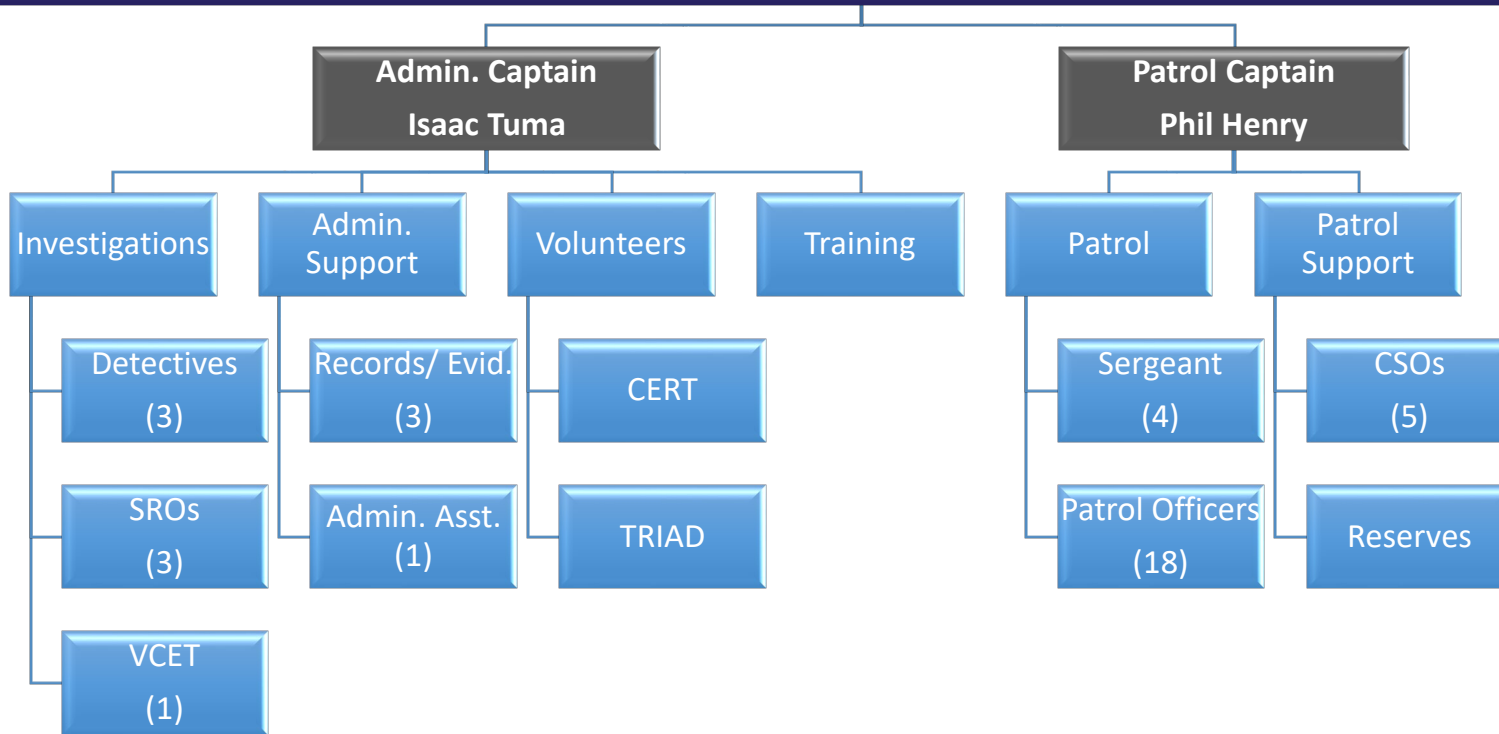
“Committed to the Improvement of the Quality of Life in our Community”



White Bear Lake Police Department – July 2024

Organizational Chart

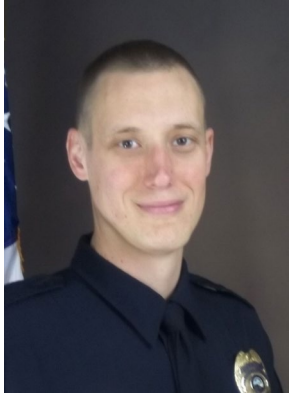
Chief of Police Dale Hager



2024 Department Overview

- 1 Chief of Police
- 2 Captains (1 Patrol, 1 Administrative)
- 4 Sergeants
- 17 Police Officers assigned to patrol
- 3 Investigators
- 3 School Resource Officers
- 5 CSO's
- 3 Administrative Staff (hiring 1 additional)
- Currently, staffed with 28 sworn officers (authorized for 32)





Patrol Staffing Overview

Patrol Team Structure (4 teams):

- 1 Sergeant
- 3-4 Officers

Two shifts per day (11.5 hours and start):

- Dayshift: 0600 or 0700
- Nightshift: 1730 or 1900

Each officer works three fixed days per week:

- Lightside: Sun – Mon – Tue
- Darkside: Wed – Thurs – Fri
- Saturday is worked every other week





Investigator Staffing Overview

Adult Criminal Investigators:

- 3 Detectives
- 1 vacancy
- M-F daytime hours but remain on call

Juvenile Investigators / SRO's:

- 3 officers stationed in WBL schools
- M-F daytime hours but remain on call

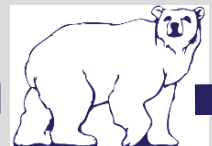
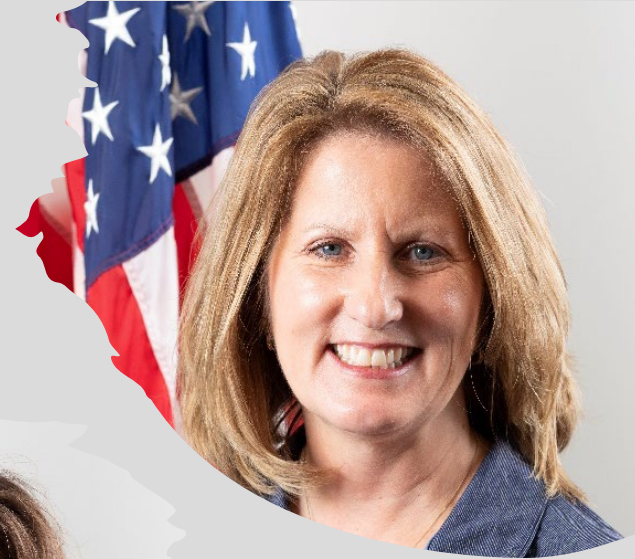
VCET Investigator:

- 1 vacancy

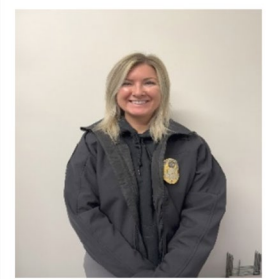


Administrative Staff Overview

- First point of contact for the public
- Data practices experts
- Crime data management
- Court document preparation
- Property and evidence technicians
- Coordinate PD events
- Digital evidence processing
- Solicitor and massage licensing backgrounds



Personnel Changes



2024 New Hires:

Officer JJ Vang
Officer Jordyn Sullivan
Officer Zach Hengtgen
CSO Reid Anderson
CSO Jaiden Loots

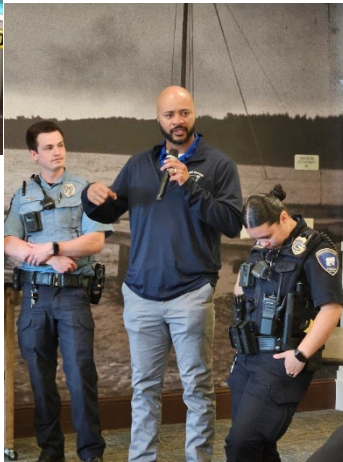
2024 Departures:

Officer Tracy Mlynarczyk Retirement
Officer Antonio Brown
2 Officers transferred
1 Officer resigned during FTO



Officer Mlynarczyk
retired in January 2025

Officer Antonio Brown
retired in October 2024



Units / Opportunities / Committees

Awards Committee	40 mm Instructor	Community Engagement Team	Firearms Trainer	Citizens Police Academy Instructor
Use of Force Trainer	Field Training Officer Program	School Resource Officer	TRIAD Liaison	Drone Pilot
	Reserve Unit Advisor	Investigations	Taser Instructor	



Units / Opportunities / Committees (cont...)

SWAT Team /
Negotiators

Pepper ball
Instructor

Mobile Field Force

Bicycle Rapid
Response Team

Shift Advisory
Officer Program

Recruitment Team

Repulse Instructor

CERT Team
Advisors

Honor Guard

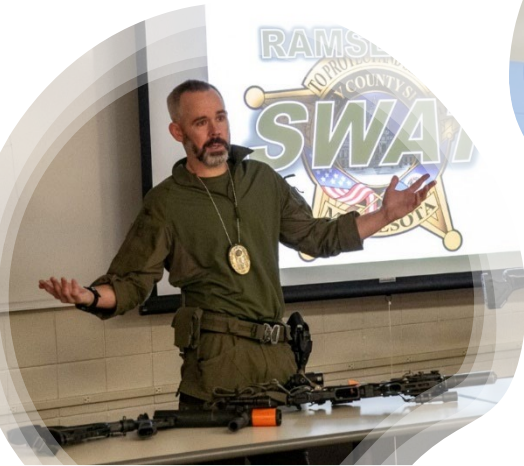
DARE Officers

Lake Area Beat
Host

Child Safety Seat
Program

Zuercher Records
Management
Group





Training

- 12 training days per year
- 12 roll call trainings per year
- FTO "Academy"
- First Aid / CPR
- Peer Support Team
- PATROL Trainings (LMC)
- DARE
- Executive Training Institute
- SWAT / MFF



Preparing for Future Recruitment Challenges



Minnesota Department
of Public Safety (DPS) /
Pathway to Policing
Grant

Internships

2 – 2024

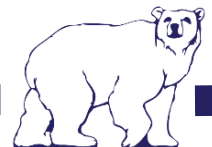
5 – 2025



Evidence Room Renovation

MN DPS Grant and Public Safety Local Government Aid (LGA)

In August 2024, the WBL Property and Evidence room experienced significant water damage throughout the entire space. In the weeks and months following, evidence was housed in storage pods while renovations and repairs took place. The end result is a newer, cleaner and more efficient work and storage space.



Partnerships

Northeast Youth and Family Service Community Advocate Program

Mesa Consulting – Jonathan Bundt / Officer Wellness & Mental Health

Lexipol

Ramsey County VCET, SWAT and Mobile Field Force

MN BCA

MN Chiefs of Police Association

Ramsey County Chiefs of Police Association



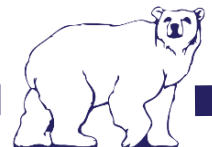
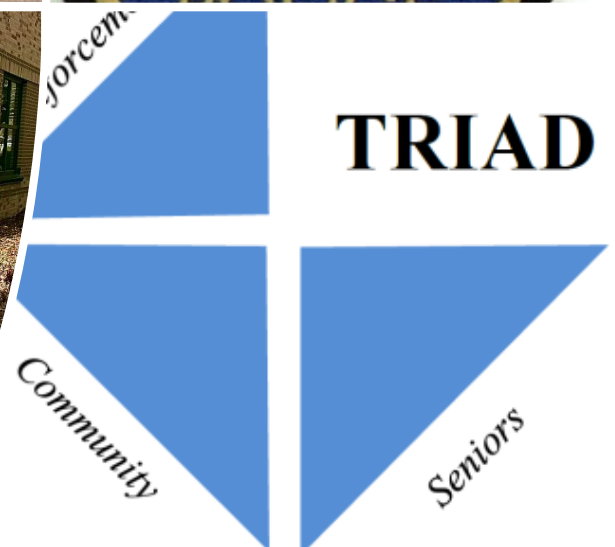
MN POST Board

- The Minnesota Board of Peace Officer Standards and Training (POST) is an administrative body of the State of Minnesota that sets regulations and controls the training and licensing of police officers.



Volunteers

- White Bear Lake Police Reserves
- CERT
- Citizen's Police Academy
- TRIAD



Awards Committee

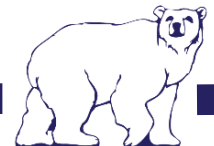
Life Saving
Unit Awards
Merit Award
Citizen's Award
Meritorious Service Award



Community Engagement

2024 Events
= 75

2023 Events
= 30



INCIDENT TYPE	2023	2024	PERCENTAGE DIFFERENCE
Department Case Numbers	15,972	17,839	11% Increase
Gem Lake Case Numbers	402	440	10%
Department-Wide Arrests	180	301	40% Increase
Gem Lake Arrests	8	9	11%
Department Traffic Stops	2,477	3,506	30% Increase
Gem Lake Traffic Stops	22	84	281%
Department-Thefts	289	305	5% Increase
	4	5	20%
Department Domestic Violence	206	151	27% Decrease
Gem Lake Domestic Violence	2	1	50%



Questions?



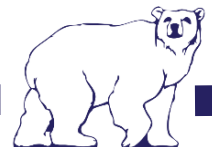


Fire Department Update

2025

Service Area

- City of White Bear Lake
- White Bear Township
- Dellwood
- Birchwood
- Gem Lake
- 35 Square Miles
- Population Served - 38,000+

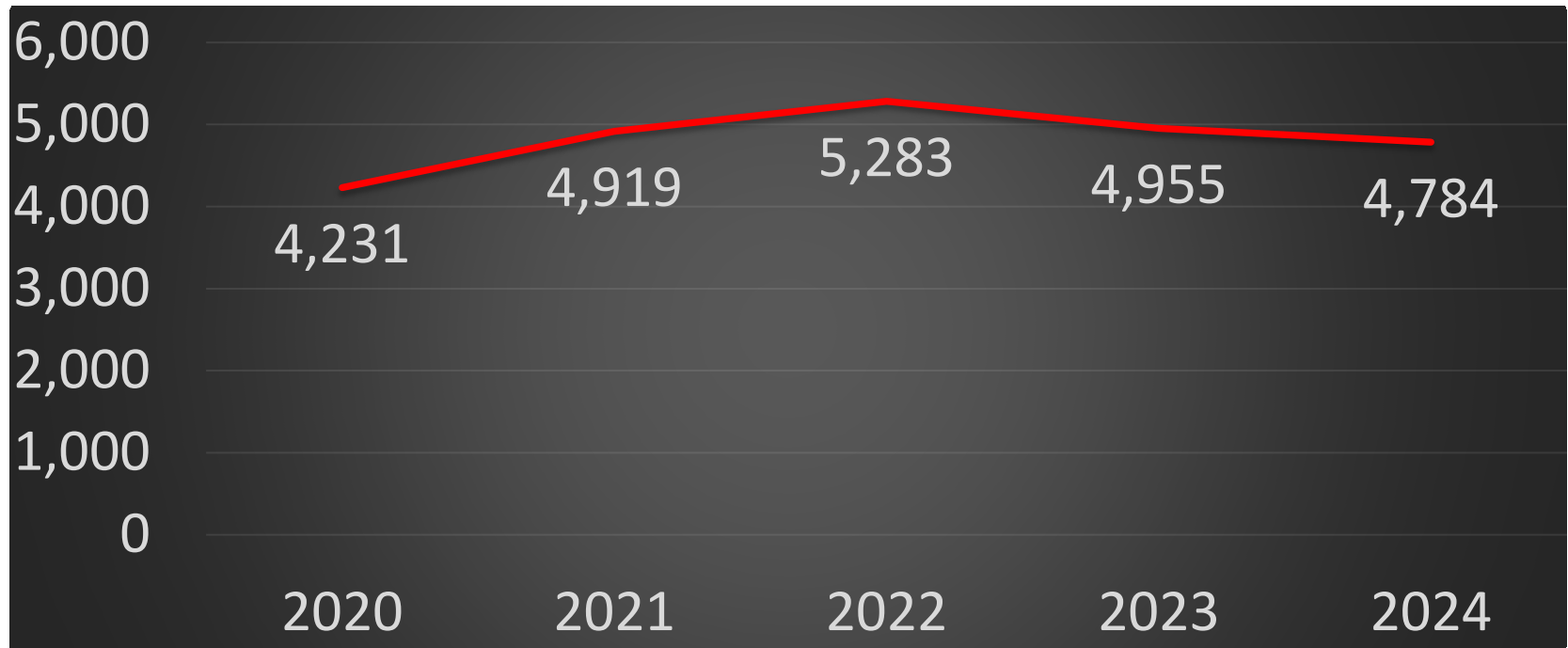


Staffing

- 3 Full-Time Captains
- 15 Full-Time Firefighter/Paramedics
- 1 Full-Time Firefighter/EMT
- 12 Part-Time Staff
- Bryan Eickelberg
 - Assistant Chief of Operations & Training



Call Volume

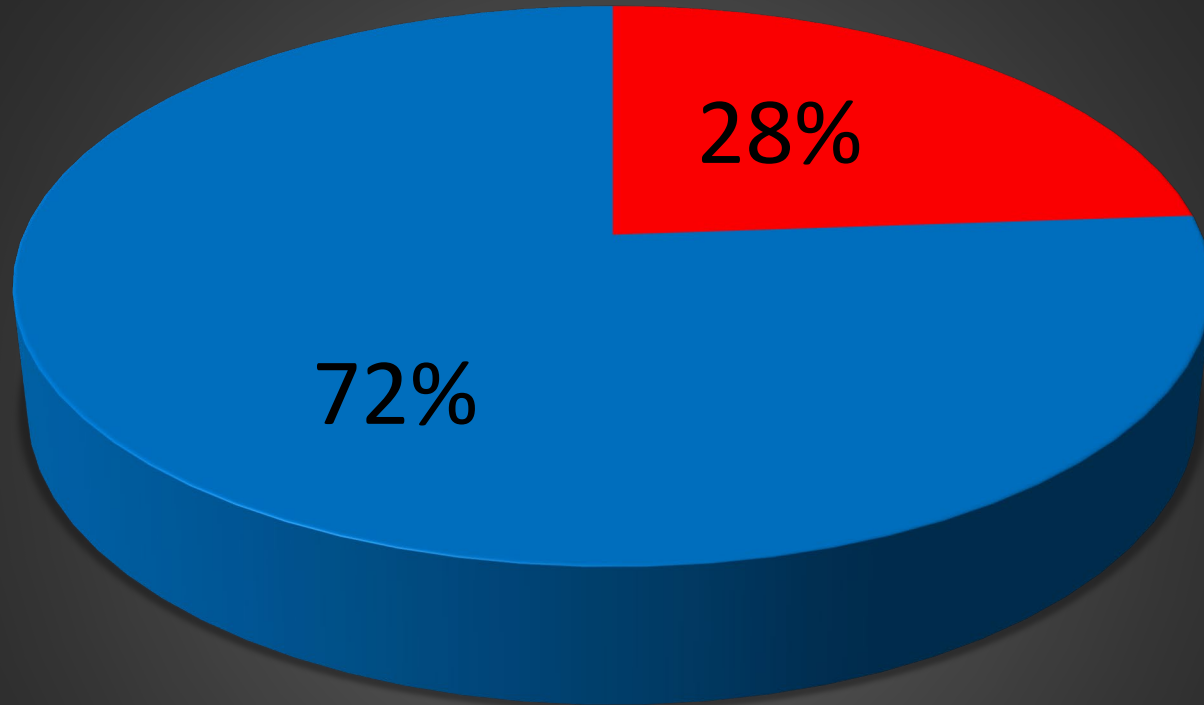


Population Demographics

- 64% of our patients are over the age of 60
- Minnesota's 65+ age group is expected to double from 2024 to 2075
- 2024 Minnesota Fire Deaths
 - 67 Fire Deaths
 - 63% of the victims were 61 years or older
- U.S. Fire Administration
 - Adults 65+ have 2.3 – 3 times the risk of dying in fire



Call Types

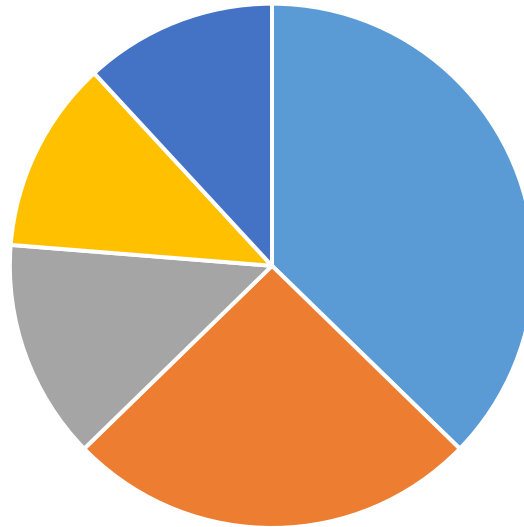


■ Fire / Rescue ■ Medical

Fire/Rescue – 1,141 Medical – 3,643



Top 5 EMS Call Types



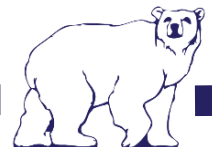
■ Sick Person

■ Falls

■ Breathing Problem

■ Unconscious

■ Psychiatric Problem





CERTIFICATE OF CLINICAL EXCELLENCE

THIS CERTIFIES THAT

WHITE BEAR LAKE FIRE DEPARTMENT

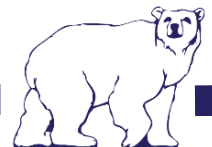
has demonstrated exceptional clinical care in calendar year 2024 and is hereby recognized by the
Minnesota Office of Emergency Medical Services
on March 31, 2025


Dylan Ferguson
Director


Charles Soucheray
Deputy Director of Ambulance Services



**“If it weren’t for them, I
would not be here today.”
-Rodger Moberg**



Medication Trial

- IV Acetaminophen
- Alternative pain control
- Reduce the use of narcotics



Community Events

- 56 Planned Events
- Polar Plunge
- Century College Graduation Standby
- Truck Visits
- Memorial Day Parade
- Explorer Recruitment @ Mariner
- Bike Rodeo
- Fridays with Firefighters



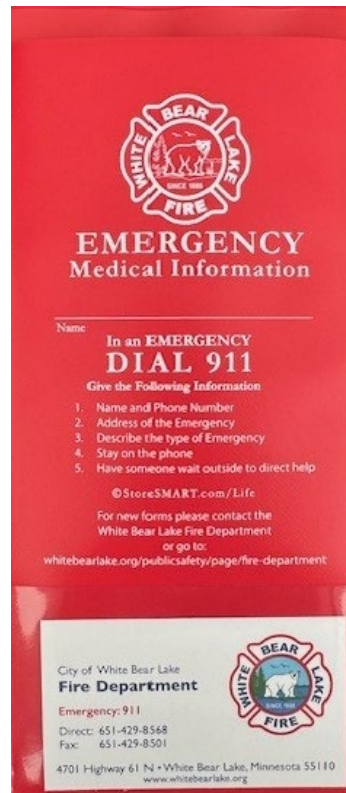
Community Events


- TRIAD Picnic
- Lions Club - Bear Water Run
- “One Last Tri” Run
- Township Day
- Home Coming Parade
- Annual Open House
- Fire Safety with Santa



Vial of Life Program

- Quick reference for vital information




EMERGENCY
Medical Information

Name _____

In an **EMERGENCY**
DIAL 911


Give the Following Information

1. Name and Phone Number
2. Address of the Emergency
3. Describe the type of Emergency
4. Stay on the phone
5. Have someone wait outside to direct help

©StoreSMART.com/Life

For new forms please contact the
White Bear Lake Fire Department
or go to:
whitebearlake.org/publicsafety/page/fire-department

City of White Bear Lake
Fire Department
Emergency: 911
Direct: 651-429-8568
Fax: 651-429-8501


4701 Highway 61 N • White Bear Lake, Minnesota 55110
www.whitebearlake.org



Citizens Fire Academy

- History of the department
- Tours of the facilities & apparatus
- In depth insight into what we do
- Hands-on opportunities



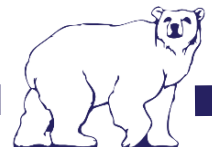
Ride Alongs

- Regions Doctors
- Physicians Assistants
- Century College Students
- Citizens



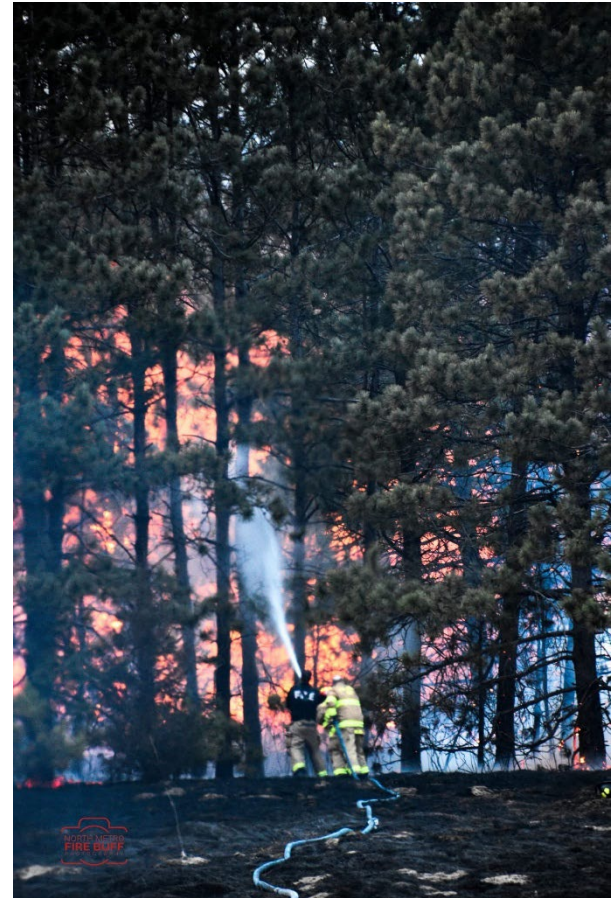
Training

- Community CPR classes
- Community Emergency Response Training (CERT)
- In-house Advanced Cardiac Life Support
- HandTevy (Pediatric emergencies)
- Hosted Century College Fire Apparatus Course
- Ramsey County Firefighter I & II
- Ramsey County S.W.A.T.



Wildland Urban Interface

- Very dry conditions
- Small fires grow rapidly







City of Gem Lake
County of Ramsey
State of Minnesota



Resolution No. 2025-014

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 April 15, 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 May 2025.

The motion for adoption of the foregoing Resolution was duly introduced by Councilmember _____ and supported by Councilmember _____, and upon vote being taken thereon, the resolution passed with a vote of _____ in favor and _____ against.

ATTEST

I, Melissa Lawrence, the duly qualified Acting City Clerk of the City of Gem Lake, County of Ramsey, State of Minnesota, do hereby certify that the foregoing Resolution is a true and accurate representation of action taken by the City Council of the City of Gem Lake on the date first written.

Melissa Lawrence, Acting City Clerk

May 20, 2025

Date



City of Gem Lake
County of Ramsey
State of Minnesota



Resolution No. 2025-015

A RESOLUTION FUNDING THE GEM LAKE SCHOLARSHIP AND AWARDING THE SCHOLARSHIP TO

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 and the City's own Scholarship fund,

WHEREAS, the City of Gem Lake created a scholarship for the year 2025,

WHEREAS, the City of Gem Lake awards, Jordan Jonas said scholarship in the amount of \$1,000.00,

NOW, THEREFORE BE IT RESOLVED, that the City Treasurer is authorized to send the University of Minnesota Twin Cities a check in the amount of \$1,000.00.

The motion for adoption of the foregoing Resolution was duly introduced by Councilmember _____ and supported by Councilmember _____, and upon vote being taken thereon, the resolution passed with a vote of _____ in favor and _____ against.

ATTEST

I, Melissa Lawrence, the duly qualified Acting City Clerk of the City of Gem Lake, County of Ramsey, State of Minnesota, do hereby certify that the foregoing Resolution is a true and accurate representation of action taken by the City Council of the City of Gem Lake on the date first written.

Melissa Lawrence, Acting City Clerk

May 20, 2025

Date



City of Gem Lake
County of Ramsey
State of Minnesota



Resolution No. 2025-016

A RESOLUTION FUNDING THE GEM LAKE SCHOLARSHIP AND AWARDING THE SCHOLARSHIP TO

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 and the City's own Scholarship fund,

WHEREAS, the City of Gem Lake created a scholarship for the year 2025,

WHEREAS, the City of Gem Lake awards, Lydia Erickson said scholarship in the amount of \$1,000.00,

NOW, THEREFORE BE IT RESOLVED, that the City Treasurer is authorized to send Baylor University a check in the amount of \$1,000.00.

The motion for adoption of the foregoing Resolution was duly introduced by Councilmember _____ and supported by Councilmember _____, and upon vote being taken thereon, the resolution passed with a vote of _____ in favor and _____ against.

ATTEST

I, Melissa Lawrence, the duly qualified Acting City Clerk of the City of Gem Lake, County of Ramsey, State of Minnesota, do hereby certify that the foregoing Resolution is a true and accurate representation of action taken by the City Council of the City of Gem Lake on the date first written.

Melissa Lawrence, Acting City Clerk

May 20, 2025

Date



City of Gem Lake
County of Ramsey
State of Minnesota



Resolution No. 2025-017

A RESOLUTION FUNDING THE GEM LAKE SCHOLARSHIP AND AWARDING THE SCHOLARSHIP TO

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 and the City's own Scholarship fund,

WHEREAS, the City of Gem Lake created a scholarship for the year 2025,

WHEREAS, the City of Gem Lake awards, Bianca Sauer said scholarship in the amount of \$1,000.00,

NOW, THEREFORE BE IT RESOLVED, that the City Treasurer is authorized to send the University of Hawaii a check in the amount of \$1,000.00.

The motion for adoption of the foregoing Resolution was duly introduced by Councilmember _____ and supported by Councilmember _____, and upon vote being taken thereon, the resolution passed with a vote of _____ in favor and _____ against.

ATTEST

I, Melissa Lawrence, the duly qualified Acting City Clerk of the City of Gem Lake, County of Ramsey, State of Minnesota, do hereby certify that the foregoing Resolution is a true and accurate representation of action taken by the City Council of the City of Gem Lake on the date first written.

Melissa Lawrence, Acting City Clerk

May 20, 2025

Date

CITY OF GEM LAKE
CASH AND INVESTMENT BALANCE STATEMENT

As of 04/30/25
Fiscal Year: 2025

Name of Fund	Cash and Investments			Balance 04/30/2025
	Balance 04/01/2025	Receipts	Disbursements	
General Fund	\$535,870.18	\$10,597.49	\$67,968.63	\$478,499.04
Parks and Playgrounds	\$54,511.22	\$0.00	\$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	\$76,544.58	\$0.00	\$0.00	\$76,544.58
2018 Improvement Bonds	\$67,304.70	\$0.00	\$0.00	\$67,304.70
Street Improvement	\$331,277.81	\$0.00	\$0.00	\$331,277.81
Scheuneman Road Improvemets	\$0.00	\$0.00	\$0.00	\$0.00
Hoffman Road Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Enterprise Fund	\$556,218.81	\$12,812.27	\$220.00	\$568,811.08
Water Enterprise Fund	(\$80,359.21)	\$2,989.37	\$290.28	(\$77,660.12)
Investment Trust Fund	\$0.00	\$182,873.81	\$181,186.14	\$1,687.67
	<u>\$1,541,368.09</u>	<u>\$209,272.94</u>	<u>\$249,665.05</u>	<u>\$1,500,975.98</u>
Premier Checking				\$275,388.06
Premier CD's				\$0.00
UBS Investments				\$1,220,000.00
UBS Money Market				\$5,587.92
				<u>\$1,500,975.98</u>
				\$0.00

BALANCE OF GAMBLING FUNDS

Gambling Fund Balance	Balance 04/01/2025	Receipts	Disbursements	Balance 04/30/2025
	\$6,798.80	\$1,022.97	\$1,500.00	\$6,321.77

APRIL CASH & INVESTMENTS

MATURE DATE	PURCH DATE	BANK/BROKER	TYPE	NAME	Cusip #	YIELD	INT. RATE	# DAYS	AS OF 04/30/2025	ACCRUED INTEREST	INTEREST DATE
		PREMIER BANK	CHK	GENERAL FUND	6005590	0.05%	0.05%	30	\$275,388.06	\$11.47	Monthly
		UBS	MMKT	UBS BANK USA DEP	12669EN93	0.05%	0.05%	30	\$0.00	\$0.00	Monthly
		UBS	MMKT	UBS SELECT PRIME FUND		4.71%	4.71%	30	\$5,587.92	\$22.21	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
7/1/29	4/14/25	UBS	AGENCY	FNMA	3140NVQNC	4.68%	4.72%	1539	\$95,000.00	\$4,484.00	1/1 & 7/1
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
						3.29%	2.72%	1,162	\$1,500,975.98	\$38,207.79	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Availble 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 100 GENERAL							
Account Category: Revenues							
Department: 00000							
100-00000-31010	Current Property Taxes	0.00	0.00	0.00		0.00	0.00
100-00000-31020	Delinq Property Taxes	0.00	0.00	0.00		0.00	0.00
100-00000-31040	Fiscal Disparity Taxes	0.00	0.00	0.00		0.00	0.00
100-00000-31900	Penalties & Interest	0.00	0.00	0.00		0.00	0.00
100-00000-32100	General Business Licenses	0.00	1,100.00	500.00		(1,100.00)	100.00
100-00000-32101	On-Sale Liquor License	0.00	0.00	0.00		0.00	0.00
100-00000-32102	Off-Sale Liquor Licenses	0.00	0.00	0.00		0.00	0.00
100-00000-32103	Non-Intoxicating Liq Licenses	0.00	0.00	0.00		0.00	0.00
100-00000-32104	Other Permits	0.00	0.00	0.00		0.00	0.00
100-00000-32106	Tobacco License	0.00	700.00	0.00		(700.00)	100.00
100-00000-32107	Charitable Gambling License	0.00	0.00	0.00		0.00	0.00
100-00000-32115	LICENSE LATE FEE	0.00	75.00	75.00		(75.00)	100.00
100-00000-32201	Contractor License	0.00	1,400.00	600.00		(1,400.00)	100.00
100-00000-32210	Building Permits	0.00	2,679.00	475.00		(2,679.00)	100.00
100-00000-32211	Plumbing Permits	0.00	125.00	0.00		(125.00)	100.00
100-00000-32212	Mechanical Permits	0.00	275.00	0.00		(275.00)	100.00
100-00000-32213	Electrical Permits	0.00	40.00	(120.00)		(40.00)	100.00
100-00000-32215	NPDES Permit	0.00	1,500.00	1,500.00		(1,500.00)	100.00
100-00000-32217	Building Plan Review	0.00	0.00	0.00		0.00	0.00
100-00000-32218	Fire Marshall Inspection	0.00	0.00	0.00		0.00	0.00
100-00000-32219	Septic Inspection Fee	0.00	4,160.00	4,160.00		(4,160.00)	100.00
100-00000-32220	State Permit Charge	0.00	187.32	31.00		(187.32)	100.00
100-00000-32231	Administration Fee	0.00	0.00	0.00		0.00	0.00
100-00000-32235	Sewer Contractor License	0.00	0.00	0.00		0.00	0.00
100-00000-32239	Rental Licensing	0.00	0.00	0.00		0.00	0.00
100-00000-32240	Dog Licenses	0.00	170.00	20.00		(170.00)	100.00
100-00000-32241	CHICKEN LICENSE	0.00	40.00	0.00		(40.00)	100.00
100-00000-32242	AGRICULTURAL LISENCES	0.00	50.00	0.00		(50.00)	100.00
100-00000-32245	Rental Licensing	0.00	700.00	0.00		(700.00)	100.00
100-00000-33401	Local Government Aids	0.00	0.00	0.00		0.00	0.00
100-00000-33402	MVHC (Homestead Credit)	0.00	0.00	0.00		0.00	0.00
100-00000-33601	SCORE Recycling Grant	0.00	0.00	0.00		0.00	0.00
100-00000-33602	Cable TV Franchise Fees	0.00	0.00	0.00		0.00	0.00
100-00000-33603	Police State Aid	0.00	(9,200.00)	0.00		9,200.00	100.00
100-00000-33605	CARES FUNDS	0.00	0.00	0.00		0.00	0.00
100-00000-33610	SMALL CITIES AID	0.00	0.00	0.00		0.00	0.00
100-00000-33620	County Grants & Aids	0.00	0.00	0.00		0.00	0.00
100-00000-34105	Planning Fees	0.00	475.00	0.00		(475.00)	100.00
100-00000-34110	Plan Review	0.00	328.90	328.90		(328.90)	100.00
100-00000-34115	False Alarms	0.00	0.00	0.00		0.00	0.00
100-00000-34120	Sale of Supplies	0.00	0.00	0.00		0.00	0.00
100-00000-34121	Special Assessment Searches	0.00	0.00	0.00		0.00	0.00
100-00000-34122	Engineering Charges	0.00	0.00	0.00		0.00	0.00
100-00000-34123	Zoning Charges	0.00	0.00	0.00		0.00	0.00
100-00000-34126	Charges for Legal Fees	0.00	0.00	0.00		0.00	0.00
100-00000-34132	Investment Admin Charge	0.00	359.83	0.00		(359.83)	100.00
100-00000-34133	CREDIT CARD FEES	0.00	(19.82)	2.38		19.82	100.00
100-00000-35100	Fines	0.00	176.63	143.30		(176.63)	100.00
100-00000-36101	Special Assessments - Current	0.00	0.00	0.00		0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance 04/30/2025 Normal (Abnormal)	% Bdg't Used
Fund: 100 GENERAL						
Account Category: Revenues						
Department: 00000						
100-00000-36102	Special Assessments - Delinque	0.00	0.00	0.00	0.00	0.00
100-00000-36103	Penalties & Interest	0.00	0.00	0.00	0.00	0.00
100-00000-36210	Interest Earnings	0.00	3,777.60	0.00	(3,777.60)	100.00
100-00000-36231	Charitable Gambling Contributi	0.00	(18,851.83)	0.00	18,851.83	100.00
100-00000-36240	Miscellaneous Revenue	0.00	18,674.70	2,080.50	(18,674.70)	100.00
100-00000-36241	Insurance Policy Dividends	0.00	0.00	0.00	0.00	0.00
100-00000-36400	Facility Rental	0.00	(2,951.04)	0.00	2,951.04	100.00
100-00000-39200	Transfer In	0.00	0.00	0.00	0.00	0.00
Total Dept 00000		0.00	5,971.29	9,796.08	(5,971.29)	100.00
Revenues						
Total Dept 00000		0.00	5,971.29	9,796.08	(5,971.29)	100.00
Account Category: Expenditures						
Department: 41100 CITY COUNCIL						
100-41100-40101	Wages and Salaries	0.00	2,250.00	0.00	(2,250.00)	100.00
100-41100-40130	Employer Paid Payroll Taxes	0.00	172.14	0.00	(172.14)	100.00
100-41100-40151	Workers Compensation	0.00	0.00	0.00	0.00	0.00
100-41100-40160	Liability Ins - Employees	0.00	0.00	0.00	0.00	0.00
100-41100-40307	Administration	0.00	0.00	0.00	0.00	0.00
100-41100-40310	Conference Registrations	0.00	0.00	0.00	0.00	0.00
100-41100-40366	Other Insurance	0.00	0.00	0.00	0.00	0.00
100-41100-40449	Council Contingency	0.00	0.00	0.00	0.00	0.00
100-41100-41438	Meeting Preparation	0.00	0.00	0.00	0.00	0.00
Total Dept 41100 - CITY COUNCIL		0.00	2,422.14	0.00	(2,422.14)	100.00
Department: 41400 CLERK/GENERAL GOVERNMENT						
100-41400-40130	Employer Paid Insurance	0.00	0.00	0.00	0.00	0.00
100-41400-40200	Office Supplies	0.00	1,178.57	0.00	(1,178.57)	100.00
100-41400-40570	Office Equip & Furnishings	0.00	0.00	0.00	0.00	0.00
Total Dept 41400 - CLERK/GENERAL GOVERNMENT		0.00	1,178.57	0.00	(1,178.57)	100.00
Department: 41410 ELECTIONS						
100-41410-40104	Temporary Employees	0.00	0.00	0.00	0.00	0.00
100-41410-40210	Operating Supplies	0.00	0.00	0.00	0.00	0.00
100-41410-40300	Contracted Services	0.00	18,214.18	916.00	(18,214.18)	100.00
100-41410-40307	Administration	0.00	0.00	0.00	0.00	0.00
100-41410-40319	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-41410-40331	Mileage	0.00	0.00	0.00	0.00	0.00
100-41410-40350	Printing and Binding	0.00	0.00	0.00	0.00	0.00
100-41410-40351	Legal Notices	0.00	0.00	0.00	0.00	0.00
100-41410-40400	Repairs & Maint - Contractual	0.00	0.00	0.00	0.00	0.00
Total Dept 41410 - ELECTIONS		0.00	18,214.18	916.00	(18,214.18)	100.00
Department: 41500 FINANCIAL ADMINISTRATION						
100-41500-40301	Auditing Services	0.00	2,500.00	0.00	(2,500.00)	100.00
100-41500-40307	Administration	0.00	0.00	0.00	0.00	0.00
100-41500-40309	Computer Services	0.00	1,713.00	565.00	(1,713.00)	100.00
100-41500-40329	Financial Services	0.00	5,862.50	10.00	(5,862.50)	100.00
100-41500-41329	Credit Card Fees	0.00	674.65	0.00	(674.65)	100.00
Total Dept 41500 - FINANCIAL ADMINISTRATION		0.00	10,750.15	575.00	(10,750.15)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	YTD Balance 04/30/2025 (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 100 GENERAL								
Account Category: Expenditures								
Department: 41600 LEGAL SERVICES								
100-41600-40304	Legal	0.00	3,442.20		1,461.00		(3,442.20)	100.00
100-41600-40314	Legal - Land Issues	0.00	0.00		0.00		0.00	0.00
100-41600-41304	Prosecution	0.00	285.00		85.00		(285.00)	100.00
100-41600-42304	Legal - Annexation	0.00	0.00		0.00		0.00	0.00
Total Dept 41600 - LEGAL SERVICES		0.00	3,727.20		1,546.00		(3,727.20)	100.00
Department: 41900 OTHER GENERAL GOVERNMENT								
100-41900-40101	Wages and Salaries	0.00	18,456.03		4,751.50		(18,456.03)	100.00
100-41900-40104	Temporary Employees	0.00	0.00		0.00		0.00	0.00
100-41900-40121	PERA Contributions	0.00	1,585.49		408.28		(1,585.49)	100.00
100-41900-40130	Employer Paid Payroll Taxes	0.00	1,617.21		416.46		(1,617.21)	100.00
100-41900-40131	Health Insurance	0.00	2,683.99		692.30		(2,683.99)	100.00
100-41900-40151	Workers Compensation	0.00	178.33		0.00		(178.33)	100.00
100-41900-40200	Office Supplies	0.00	313.26		69.42		(313.26)	100.00
100-41900-40300	Professional Services	0.00	419.79		335.00		(419.79)	100.00
100-41900-40307	Administration	0.00	0.00		0.00		0.00	0.00
100-41900-40309	Computer Services	0.00	4,773.00		1,160.00		(4,773.00)	100.00
100-41900-40310	Conference Registrations	0.00	(175.00)		0.00		175.00	100.00
100-41900-40319	Miscellaneous	0.00	919.50		0.00		(919.50)	100.00
100-41900-40320	Internet Connection	0.00	0.00		0.00		0.00	0.00
100-41900-40322	Postage	0.00	553.05		0.00		(553.05)	100.00
100-41900-40331	Mileage	0.00	149.80		92.82		(149.80)	100.00
100-41900-40351	Legal Notice Publication	0.00	143.00		55.00		(143.00)	100.00
100-41900-40352	Newsletter/Public Relations	0.00	711.21		0.00		(711.21)	100.00
100-41900-40361	General Liability Insurance	0.00	1,566.00		0.00		(1,566.00)	100.00
100-41900-40362	Property Insurance	0.00	567.25		0.00		(567.25)	100.00
100-41900-40363	Vehicle Insurance	0.00	111.75		0.00		(111.75)	100.00
100-41900-40365	Public Officials Liability	0.00	161.00		0.00		(161.00)	100.00
100-41900-40384	Recycling Collection	0.00	3,254.13		1,135.66		(3,254.13)	100.00
100-41900-40385	Water Service Charge	0.00	0.00		0.00		0.00	0.00
100-41900-40437	VLAAMO	0.00	0.00		0.00		0.00	0.00
100-41900-40438	Recording Secretary	0.00	0.00		0.00		0.00	0.00
100-41900-40440	Subscriptions	0.00	1,370.00		590.00		(1,370.00)	100.00
100-41900-40450	Gambling Distributions	0.00	(8,805.22)		0.00		8,805.22	100.00
100-41900-40560	Furniture and Fixtures	0.00	0.00		0.00		0.00	0.00
100-41900-40570	Office Equip & Furnishings	0.00	0.00		0.00		0.00	0.00
100-41900-40571	OFFICE EQUIPMENT CARES FUNDS	0.00	0.00		0.00		0.00	0.00
100-41900-41151	Workers Compensation	0.00	0.00		0.00		0.00	0.00
100-41900-41321	Web Site	0.00	(90.00)		0.00		90.00	100.00
100-41900-41437	League of MN Cities	0.00	1,245.00		0.00		(1,245.00)	100.00
100-41900-42437	RCLLG	0.00	0.00		0.00		0.00	0.00
Total Dept 41900 - OTHER GENERAL GOVERNMENT		0.00	31,708.57		9,706.44		(31,708.57)	100.00
Department: 41910 PLANNING & ZONING								
100-41910-40300	Professional Services	0.00	0.00		0.00		0.00	0.00
100-41910-40303	Engineering	0.00	19,137.20		2,544.71		(19,137.20)	100.00
100-41910-40307	Administration	0.00	0.00		0.00		0.00	0.00
100-41910-40308	ZONING ADMINISTRATION	0.00	8,212.51		0.00		(8,212.51)	100.00
100-41910-40310	Conference Registrations	0.00	0.00		0.00		0.00	0.00
100-41910-40313	Building Inspections	0.00	0.00		0.00		0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance Normal (Abnormal)	Availble 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 100 GENERAL							
Account Category: Expenditures							
Department: 41910 PLANNING & ZONING							
100-41910-40315	Special Law Enforcement	0.00	0.00	0.00		0.00	0.00
100-41910-40325	NPDES Training	0.00	0.00	0.00		0.00	0.00
100-41910-40348	Comp Plan Update	0.00	0.00	0.00		0.00	0.00
100-41910-40438	Recording Secretary	0.00	0.00	0.00		0.00	0.00
100-41910-41325	NPDES Education	0.00	0.00	0.00		0.00	0.00
100-41910-42325	NPDES Administration	0.00	400.00	400.00		(400.00)	100.00
Total Dept 41910 - PLANNING & ZONING		0.00	27,749.71	2,944.71		(27,749.71)	100.00
Department: 41940 HERITAGE HALL							
100-41940-40210	Operating Supplies	0.00	0.00	0.00		0.00	0.00
100-41940-40250	Sales Tax	0.00	0.00	0.00		0.00	0.00
100-41940-40300	Professional Services	0.00	3,700.00	430.00		(3,700.00)	100.00
100-41940-40319	Contract Services	0.00	11,666.42	802.45		(11,666.42)	100.00
100-41940-40320	Internet Connection	0.00	0.00	0.00		0.00	0.00
100-41940-40321	Telephone	0.00	0.00	0.00		0.00	0.00
100-41940-40362	Property Insurance	0.00	3,469.75	0.00		(3,469.75)	100.00
100-41940-40381	Electric Service	0.00	1,289.24	462.75		(1,289.24)	100.00
100-41940-40383	Gas Service	0.00	730.09	127.86		(730.09)	100.00
100-41940-40385	Water/Sewer Utilities	0.00	232.00	232.00		(232.00)	100.00
100-41940-40400	Repairs & Maint - Contractual	0.00	0.00	0.00		0.00	0.00
100-41940-40401	Repairs & Maint - Building	0.00	0.00	0.00		0.00	0.00
100-41940-40409	Repairs & Maint - CARES Funds	0.00	0.00	0.00		0.00	0.00
100-41940-40520	Buildings & Structures	0.00	(6,541.00)	0.00		6,541.00	100.00
100-41940-40570	Furniture & Office Equipment	0.00	0.00	0.00		0.00	0.00
100-41940-40580	Other Equipment	0.00	0.00	0.00		0.00	0.00
Total Dept 41940 - HERITAGE HALL		0.00	14,546.50	2,055.06		(14,546.50)	100.00
Department: 42100 POLICE							
100-42100-40300	Dispatch Costs	0.00	0.00	0.00		0.00	0.00
100-42100-40307	Administration	0.00	0.00	0.00		0.00	0.00
100-42100-40314	Regular Law Enforcement	0.00	93,859.60	47,371.60		(93,859.60)	100.00
100-42100-40315	Special Law Enforcement	0.00	0.00	0.00		0.00	0.00
100-42100-40319	Miscellaneous	0.00	0.00	0.00		0.00	0.00
Total Dept 42100 - POLICE		0.00	93,859.60	47,371.60		(93,859.60)	100.00
Department: 42200 FIRE							
100-42200-40311	Fire Services	0.00	883.60	0.00		(883.60)	100.00
100-42200-40312	Fire Marshall Service	0.00	1,452.90	0.00		(1,452.90)	100.00
Total Dept 42200 - FIRE		0.00	2,336.50	0.00		(2,336.50)	100.00
Department: 42401 BUILDING INSPECTION							
100-42401-40101	WAGES & SALARIES	0.00	0.00	0.00		0.00	0.00
100-42401-40121	PERA CONTRIBUTIONS	0.00	0.00	0.00		0.00	0.00
100-42401-40130	FICA CONTRIBUTIONS	0.00	0.00	0.00		0.00	0.00
100-42401-40151	Workers Compensation	0.00	0.00	0.00		0.00	0.00
100-42401-40307	administration	0.00	0.00	0.00		0.00	0.00
100-42401-40309	Computer Services	0.00	0.00	0.00		0.00	0.00
100-42401-40313	Building Inspections	0.00	0.00	0.00		0.00	0.00
100-42401-40316	Building Secretary	0.00	0.00	0.00		0.00	0.00
100-42401-40319	Miscellaneous	0.00	0.00	0.00		0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance 04/30/2025 Normal (Abnormal)	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 100 GENERAL							
Account Category: Expenditures							
Department: 42401 BUILDING INSPECTION							
100-42401-40328	Code Enforcement	0.00	0.00	0.00	0.00	0.00	0.00
100-42401-40570	Office Equip & Furnishings	0.00	0.00	0.00	0.00	0.00	0.00
100-42401-40581	Other Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 42401 - BUILDING INSPECTION		0.00	0.00	0.00	0.00	0.00	0.00
Department: 42700 ANIMAL CONTROL							
100-42700-40326	Animal Removal	0.00	0.00	0.00	0.00	0.00	0.00
100-42700-41326	Animal Enforcement	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 42700 - ANIMAL CONTROL		0.00	0.00	0.00	0.00	0.00	0.00
Department: 43122 ROAD MAINTENANCE							
100-43122-40224	Gravel	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40226	Signs, Sign Repair Materials	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40303	Engineering	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40304	Legal	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40307	Engineering	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40385	ROW Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40386	Street Lights	0.00	244.11	1.50	0.00	(244.11)	100.00
100-43122-40405	Street Repairs	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40406	Blvd Tree Trimming	0.00	0.00	0.00	0.00	0.00	0.00
100-43122-40433	Dues & Subscriptions	0.00	372.97	0.00	0.00	(372.97)	100.00
100-43122-42325	NPDES Administration	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 43122 - ROAD MAINTENANCE		0.00	617.08	1.50	0.00	(617.08)	100.00
Department: 43125 ICE & SNOW REMOVAL							
100-43125-40224	Salt and Sand	0.00	0.00	0.00	0.00	0.00	0.00
100-43125-40250	Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00
100-43125-40400	Repairs & Maint - Contractual	0.00	0.00	0.00	0.00	0.00	0.00
100-43125-40404	Snow Plowing	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 43125 - ICE & SNOW REMOVAL		0.00	0.00	0.00	0.00	0.00	0.00
Department: 45000 PARK MAINTENANCE							
100-45000-40210	Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00
100-45000-40319	Contract Services	0.00	0.00	0.00	0.00	0.00	0.00
100-45000-40404	PARK MAINTENANCE - CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 45000 - PARK MAINTENANCE		0.00	0.00	0.00	0.00	0.00	0.00
Department: 48000 OTHER FINANCING USES							
100-48000-40720	Operating transfer	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 48000 - OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00	0.00
Expenditures			207,110.20	65,116.31	(207,110.20)		100.00
Fund 100 - GENERAL:							
TOTAL REVENUES		0.00	5,971.29	9,796.08	(5,971.29)		100.00
TOTAL EXPENDITURES		0.00	207,110.20	65,116.31	(207,110.20)		100.00
NET OF REVENUES & EXPENDITURES:		0.00	(201,138.91)	(55,320.23)	201,138.91		

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance Normal (Abnormal)	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 202 GRANT FUND							
Account Category: Revenues							
Department: 00000							
202-00000-33604	Grants	0.00	0.00	0.00	0.00	0.00	0.00
202-00000-36231	Charitable Gambling Contributi	0.00	0.00	0.00	0.00	0.00	0.00
202-00000-39200	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 00000		0.00	0.00	0.00	0.00	0.00	0.00
Revenues							
		0.00	0.00	0.00	0.00	0.00	0.00
Account Category: Expenditures							
Department: 41900 OTHER GENERAL GOVERNMENT							
202-41900-40303	Engineering Fees	0.00	0.00	0.00	0.00	0.00	0.00
202-41900-40450	Gambling Distributions	0.00	0.00	0.00	0.00	0.00	0.00
202-41900-40720	Transfer Funds Out	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 41900 - OTHER GENERAL GOVERNMENT		0.00	0.00	0.00	0.00	0.00	0.00
Expenditures							
		0.00	0.00	0.00	0.00	0.00	0.00
Fund 202 - GRANT FUND:							
TOTAL REVENUES							
TOTAL EXPENDITURES							
NET OF REVENUES & EXPENDITURES:							
		0.00	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Available 04/30/2025 (Abnormal)	% Bdg't 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	0.00		(334.63)	100.00
225-00000-39200	Transfer In	0.00	0.00	0.00		0.00	0.00
Total Dept 00000		0.00	334.63	0.00		(334.63)	100.00
Revenues							
		0.00	334.63	0.00		(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	0.00		0.00	0.00
225-48000-40580	Other Improvements	0.00	0.00	0.00		0.00	0.00
Total Dept 48000 - OTHER FINANCING USES		0.00	0.00	0.00		0.00	0.00
Expenditures							
		0.00	0.00	0.00		0.00	0.00
Fund 225 - PARKS AND PLAYGROUND:							
TOTAL REVENUES		0.00	334.63	0.00		(334.63)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	334.63	0.00		(334.63)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 302 2004 DEBT SERVICE FUND							
Account Category: Revenues							
Department: 00000							
302-00000-36101	Current Special Assessments	0.00	0.00	0.00		0.00	0.00
302-00000-36102	Delinq Special Assessments	0.00	0.00	0.00		0.00	0.00
302-00000-36103	Penalties & Interest	0.00	0.00	0.00		0.00	0.00
302-00000-36105	Prepaid Special Assessments	0.00	0.00	0.00		0.00	0.00
302-00000-36210	Interest Earnings	0.00	0.00	0.00		0.00	0.00
302-00000-39200	Transfer In	0.00	0.00	0.00		0.00	0.00
Total Dept 00000		0.00	0.00	0.00		0.00	0.00
Revenues							
		0.00	0.00	0.00		0.00	0.00
Account Category: Expenditures							
Department: 47000 DEBT SERVICE							
302-47000-40600	Principal	0.00	0.00	0.00		0.00	0.00
302-47000-40610	Interest	0.00	0.00	0.00		0.00	0.00
302-47000-40620	Fiscal Agent Fees	0.00	0.00	0.00		0.00	0.00
302-47000-40720	operating transfer	0.00	0.00	0.00		0.00	0.00
Total Dept 47000 - DEBT SERVICE		0.00	0.00	0.00		0.00	0.00
Expenditures							
		0.00	0.00	0.00		0.00	0.00
Fund 302 - 2004 DEBT SERVICE FUND:							
TOTAL REVENUES		0.00	0.00	0.00		0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	0.00	0.00		0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Available Balance 04/30/2025 Normal (Abnormal)	% Bdg't Used
Fund: 303 2006 DEBT SERVICE FUND						
Account Category: Revenues						
Department: 00000						
303-00000-36101	Current Special Assessments	0.00	0.00	0.00	0.00	0.00
303-00000-36102	Delinq Special Assessments	0.00	0.00	0.00	0.00	0.00
303-00000-36103	Penalites & Interest	0.00	0.00	0.00	0.00	0.00
303-00000-36105	Prepaid Special Assessments	0.00	0.00	0.00	0.00	0.00
303-00000-36210	Interest Earnings	0.00	0.00	0.00	0.00	0.00
303-00000-39200	Transfer In	0.00	0.00	0.00	0.00	0.00
Total Dept 00000		0.00	0.00	0.00	0.00	0.00
Revenues						
		0.00	0.00	0.00	0.00	0.00
Account Category: Expenditures						
Department: 47000 DEBT SERVICE						
303-47000-40600	Principal	0.00	0.00	0.00	0.00	0.00
303-47000-40610	Interest	0.00	0.00	0.00	0.00	0.00
303-47000-40620	Fiscal Agent Fees	0.00	0.00	0.00	0.00	0.00
303-47000-40720	Transfer Out	0.00	0.00	0.00	0.00	0.00
Total Dept 47000 - DEBT SERVICE		0.00	0.00	0.00	0.00	0.00
Expenditures						
		0.00	0.00	0.00	0.00	0.00
Fund 303 - 2006 DEBT SERVICE FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 304 2007 DEBT SERVICE FUND							
Account Category: Revenues							
Department: 00000							
304-00000-31010	Current Property Taxes	0.00	0.00	0.00		0.00	0.00
304-00000-31020	Delinquent Property Taxes	0.00	0.00	0.00		0.00	0.00
304-00000-31040	Fiscal Disparities	0.00	0.00	0.00		0.00	0.00
304-00000-31900	Penalties & Interest	0.00	0.00	0.00		0.00	0.00
304-00000-36210	Interest Earnings	0.00	469.89	0.00		(469.89)	100.00
304-00000-36240	Miscellaneous Revenue	0.00	0.00	0.00		0.00	0.00
304-00000-39310	Bond Proceeds	0.00	0.00	0.00		0.00	0.00
Total Dept 00000		0.00	469.89	0.00		(469.89)	100.00
Revenues							
		0.00	469.89	0.00		(469.89)	100.00
Account Category: Expenditures							
Department: 47000 DEBT SERVICE							
304-47000-40600	Principal	0.00	0.00	0.00		0.00	0.00
304-47000-40610	Interest	0.00	0.00	0.00		0.00	0.00
304-47000-40620	Fiscal Agent Fees	0.00	0.00	0.00		0.00	0.00
304-47000-40621	Bond Issuance Costs	0.00	0.00	0.00		0.00	0.00
Total Dept 47000 - DEBT SERVICE		0.00	0.00	0.00		0.00	0.00
Expenditures							
		0.00	0.00	0.00		0.00	0.00
Fund 304 - 2007 DEBT SERVICE FUND:							
TOTAL REVENUES							
		0.00	469.89	0.00		(469.89)	100.00
TOTAL EXPENDITURES							
		0.00	0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES:							
		0.00	469.89	0.00		(469.89)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025		Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Availble 04/30/2025 (Abnormal)	% Bdg't Used
			Normal	(Abnormal)				
Fund: 305 2018 DEBT SERVICE FUND								
Account Category: Revenues								
Department: 00000								
305-00000-31010	Current Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-31020	Delinquent Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-31040	Fiscal Disparities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-31900	Penalties & Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-36101	Current Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-36102	Delinq Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-36103	Penalties & Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-36105	Prepaid Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-36210	Interest Earnings	0.00	413.17	0.00	0.00	(413.17)	100.00	100.00
305-00000-36240	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-00000-39200	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 00000		0.00	413.17	0.00	0.00	(413.17)	100.00	100.00
Revenues		0.00	413.17	0.00	0.00	(413.17)	100.00	100.00
Account Category: Expenditures								
Department: 47000 DEBT SERVICE								
305-47000-40600	Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-47000-40610	Bond Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-47000-40620	Fiscal Agent Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 47000 - DEBT SERVICE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 305 - 2018 DEBT SERVICE FUND:								
TOTAL REVENUES		0.00	413.17	0.00	0.00	(413.17)	100.00	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	413.17	0.00	0.00	(413.17)		

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance 04/30/2025 Normal	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 401 IMPROVEMENT FUND							
Account Category: Revenues							
Department: 00000							
401-00000-33620	County Grants & Aids	0.00	0.00	0.00		0.00	0.00
401-00000-36101	Current Special Assessments	0.00	0.00	0.00		0.00	0.00
401-00000-36102	Delinq Special Assessments	0.00	0.00	0.00		0.00	0.00
401-00000-36103	Penalties & Interest	0.00	0.00	0.00		0.00	0.00
401-00000-36105	PREPAID SPECIAL ASSESSMENTS	0.00	0.00	0.00		0.00	0.00
401-00000-36200	Contribution Revenue	0.00	0.00	0.00		0.00	0.00
401-00000-36210	Interest Earnings	0.00	1,972.25	0.00		(1,972.25)	100.00
401-00000-36240	Miscellaneous Revenue	0.00	0.00	0.00		0.00	0.00
401-00000-39200	Transfer In	0.00	0.00	0.00		0.00	0.00
Total Dept 00000		0.00	1,972.25	0.00		(1,972.25)	100.00
Revenues							
		0.00	1,972.25	0.00		(1,972.25)	100.00
Account Category: Expenditures							
Department: 48000 OTHER FINANCING USES							
401-48000-40303	Engineering	0.00	0.00	0.00		0.00	0.00
401-48000-40304	Legal	0.00	0.00	0.00		0.00	0.00
401-48000-40307	Administration	0.00	0.00	0.00		0.00	0.00
401-48000-40319	Miscellaneous	0.00	0.00	0.00		0.00	0.00
401-48000-40351	Legal Notice Preparation	0.00	0.00	0.00		0.00	0.00
401-48000-40531	Construction	0.00	0.00	0.00		0.00	0.00
401-48000-40720	Operating transfer	0.00	0.00	0.00		0.00	0.00
Total Dept 48000 - OTHER FINANCING USES		0.00	0.00	0.00		0.00	0.00
Expenditures							
		0.00	0.00	0.00		0.00	0.00
Fund 401 - IMPROVEMENT FUND:							
TOTAL REVENUES		0.00	1,972.25	0.00		(1,972.25)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	1,972.25	0.00		(1,972.25)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance 04/30/2025 Normal (Abnormal)	% Bdg't Used
Fund: 406 CITY HALL CONSTRUCTION FUND						
Account Category: Revenues						
Department: 00000						
406-00000-36200	Contribution Revenue	0.00	0.00	0.00	0.00	0.00
406-00000-36210	Interest Earnings	0.00	0.00	0.00	0.00	0.00
406-00000-39310	Bond Proceeds	0.00	0.00	0.00	0.00	0.00
Total Dept 00000		0.00	0.00	0.00	0.00	0.00
Revenues						
		0.00	0.00	0.00	0.00	0.00
Account Category: Expenditures						
Department: 48000 OTHER FINANCING USES						
406-48000-40302	Architect Fees	0.00	0.00	0.00	0.00	0.00
406-48000-40303	Engineering	0.00	0.00	0.00	0.00	0.00
406-48000-40304	Legal	0.00	0.00	0.00	0.00	0.00
406-48000-40307	Administration	0.00	0.00	0.00	0.00	0.00
406-48000-40310	Conference Registrations	0.00	0.00	0.00	0.00	0.00
406-48000-40319	Miscellaneous	0.00	0.00	0.00	0.00	0.00
406-48000-40351	Legal Notice Preparation	0.00	0.00	0.00	0.00	0.00
406-48000-40381	Electric Service	0.00	0.00	0.00	0.00	0.00
406-48000-40520	Buildings & Structures	0.00	0.00	0.00	0.00	0.00
406-48000-40531	Construction	0.00	0.00	0.00	0.00	0.00
406-48000-40610	Interest	0.00	0.00	0.00	0.00	0.00
406-48000-40620	Fiscal Agent Fees	0.00	0.00	0.00	0.00	0.00
406-48000-41438	Meeting Preparation	0.00	0.00	0.00	0.00	0.00
Total Dept 48000 - OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00
Expenditures						
		0.00	0.00	0.00	0.00	0.00
Fund 406 - CITY HALL CONSTRUCTION FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance 04/30/2025 Normal (Abnormal)	AvailTable 04/30/2025 Normal (Abnormal)	% Bdg't Used
Fund: 410 HOFFMAN ROAD CONST FUND							
Account Category: Revenues							
Department: 00000							
410-00000-33620	County Grants & Aids	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-36101	Current Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-36102	Delinq Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-36103	Penalties & Interest	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-36105	Prepaid Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-36200	Contribution Revenue	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-36210	Interest Earnings	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-36240	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00
410-00000-39200	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 00000		0.00	0.00	0.00	0.00	0.00	0.00
Revenues							
		0.00	0.00	0.00	0.00	0.00	0.00
Account Category: Expenditures							
Department: 48000 OTHER FINANCING USES							
410-48000-40303	Engineering	0.00	0.00	0.00	0.00	0.00	0.00
410-48000-40304	Legal	0.00	0.00	0.00	0.00	0.00	0.00
410-48000-40307	Administration	0.00	0.00	0.00	0.00	0.00	0.00
410-48000-40319	Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00
410-48000-40351	Legal Notice Preparation	0.00	0.00	0.00	0.00	0.00	0.00
410-48000-40385	ROW Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
410-48000-40531	Construction	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 48000 - OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00	0.00
Expenditures							
		0.00	0.00	0.00	0.00	0.00	0.00
Fund 410 - HOFFMAN ROAD CONST FUND:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	0.00	0.00	0.00	0.00	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance 04/30/2025 Normal	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 411 SCHEUNEMAN ROAD CONST FUND							
Account Category: Revenues							
Department: 00000							
411-00000-33620	County Grants & Aids	0.00	0.00	0.00	0.00	0.00	0.00
411-00000-36101	Current Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00
411-00000-36102	Delinq Special Assessments	0.00	0.00	0.00	0.00	0.00	0.00
411-00000-36103	Penalties & Interest	0.00	0.00	0.00	0.00	0.00	0.00
411-00000-36200	Contribution Revenue	0.00	0.00	0.00	0.00	0.00	0.00
411-00000-36210	Interest Earnings	0.00	0.00	0.00	0.00	0.00	0.00
411-00000-39310	Bond Proceeds	0.00	0.00	0.00	0.00	0.00	0.00
411-00000-39320	Bond Premium	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 00000		0.00	0.00	0.00	0.00	0.00	0.00
Revenues							
Total Dept 00000		0.00	0.00	0.00	0.00	0.00	0.00
Account Category: Expenditures							
Department: 48000 OTHER FINANCING USES							
411-48000-40303	Engineering	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40304	Legal	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40307	Administration	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40319	Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40351	Legal Notice Preparation	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40531	Construction	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40615	Bond Discount	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40617	Bond Issuance Costs	0.00	0.00	0.00	0.00	0.00	0.00
411-48000-40720	Operating transfer	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 48000 - OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00	0.00
Expenditures							
Total Dept 48000 - OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 411 - SCHEUNEMAN ROAD CONST FUND:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	YTD Balance 04/30/2025 (Abnormal)	Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Availble 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 601 WATER UTILITY FUND								
Account Category: Revenues								
Department: 00000								
601-00000-32246	Water Meter	0.00	0.00	0.00	0.00		0.00	0.00
601-00000-34430	Local WAC	0.00	0.00	0.00	0.00		0.00	0.00
601-00000-36200	Contribution Revenue	0.00	0.00	0.00	0.00		0.00	0.00
601-00000-36210	Interest Earnings	0.00	(372.32)	0.00	0.00		372.32	100.00
601-00000-37100	Residential Water Revenues	0.00	2,353.55	2,353.55	2,353.55		(2,353.55)	100.00
601-00000-37105	Commercial Water Revenues	0.00	428.24	428.24	428.24		(428.24)	100.00
601-00000-37155	Other WAC	0.00	0.00	0.00	0.00		0.00	0.00
601-00000-37160	Water Late Charges	0.00	23.14	23.14	(70.96)		(23.14)	100.00
601-00000-37170	Water Revenues - Delinquent	0.00	0.00	0.00	0.00		0.00	0.00
Total Dept 00000		0.00	2,432.61		2,710.83		(2,432.61)	100.00
Revenues		0.00	2,432.61		2,710.83		(2,432.61)	100.00
Account Category: Expenditures								
Department: 43200 SEWER/WATER								
601-43200-40210	Operating Supplies	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40227	Water Meter Supplies	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40301	Auditing Services	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40303	Engineering	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40304	Legal	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40307	Administration	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40309	Computer Services	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40322	Postage	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40329	Financial Services	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40385	Water/Sewer Utilities	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40400	Repairs & Maint	0.00	0.00	0.00	0.00		0.00	0.00
601-43200-40420	Depreciation	0.00	0.00	0.00	0.00		0.00	0.00
Total Dept 43200 - SEWER/WATER		0.00	0.00	0.00	0.00		0.00	0.00
Expenditures		0.00	0.00	0.00	0.00		0.00	0.00
Fund 601 - WATER UTILITY FUND:								
TOTAL REVENUES		0.00	2,432.61		2,710.83		(2,432.61)	100.00
TOTAL EXPENDITURES		0.00	0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	2,432.61		2,710.83		(2,432.61)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance AS of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance 04/30/2025 Normal	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 602 SEWER UTILITY FUND							
Account Category: Revenues							
Department: 00000							
602-00000-32246	Water Meter	0.00	0.00	0.00		0.00	0.00
602-00000-34410	Local SAC	0.00	0.00	0.00		0.00	0.00
602-00000-34420	Metro SAC	0.00	3,485.00	3,485.00		(3,485.00)	100.00
602-00000-36200	Contribution Revenue	0.00	0.00	0.00		0.00	0.00
602-00000-36210	Interest Earnings	0.00	3,325.68	0.00		(3,325.68)	100.00
602-00000-37200	Residential Sewer Revenues	0.00	6,126.22	6,072.25		(6,126.22)	100.00
602-00000-37205	Commercial Sewer Revenues	0.00	8,690.89	8,690.89		(8,690.89)	100.00
602-00000-37260	Sewer Late Charges	0.00	366.92	(72.56)		(366.92)	100.00
602-00000-37270	Sewer Charges - Delinquent	0.00	0.00	0.00		0.00	0.00
602-00000-39200	Transfer In	0.00	0.00	0.00		0.00	0.00
Total Dept 00000		0.00	21,994.71	18,175.58		(21,994.71)	100.00
Revenues							
		0.00	21,994.71	18,175.58		(21,994.71)	100.00
Account Category: Expenditures							
Department: 43200 SEWER/WATER							
602-43200-40101	Wages and Salaries	0.00	0.00	0.00		0.00	0.00
602-43200-40121	Employer Contrib - Retirement	0.00	0.00	0.00		0.00	0.00
602-43200-40200	Office Supplies	0.00	0.00	0.00		0.00	0.00
602-43200-40210	Operating Supplies	0.00	0.00	0.00		0.00	0.00
602-43200-40301	Auditing Services	0.00	0.00	0.00		0.00	0.00
602-43200-40303	Engineering	0.00	0.00	0.00		0.00	0.00
602-43200-40304	Legal	0.00	0.00	0.00		0.00	0.00
602-43200-40307	Administration	0.00	0.00	0.00		0.00	0.00
602-43200-40309	Computer Services	0.00	0.00	0.00		0.00	0.00
602-43200-40318	MCEs Charges	0.00	0.00	0.00		0.00	0.00
602-43200-40319	Locates	0.00	56.75	0.00		(56.75)	100.00
602-43200-40322	Postage	0.00	0.00	0.00		0.00	0.00
602-43200-40329	Financial Services	0.00	0.00	0.00		0.00	0.00
602-43200-40380	Metro SAC Charges	0.00	0.00	0.00		0.00	0.00
602-43200-40385	Water/Sewer Utilities	0.00	0.00	0.00		0.00	0.00
602-43200-40400	Repairs & Maint - Contractual	0.00	3,281.25	0.00		(3,281.25)	100.00
602-43200-40420	Depreciation	0.00	0.00	0.00		0.00	0.00
602-43200-40460	Sewer Inspections	0.00	0.00	0.00		0.00	0.00
602-43200-40461	Sewer Televis/Flushing	0.00	0.00	0.00		0.00	0.00
Total Dept 43200 - SEWER/WATER		0.00	3,338.00	0.00		(3,338.00)	100.00
Expenditures							
		0.00	3,338.00	0.00		(3,338.00)	100.00
Fund 602 - SEWER UTILITY FUND:							
TOTAL REVENUES		0.00	21,994.71	18,175.58		(21,994.71)	100.00
TOTAL EXPENDITURES		0.00	3,338.00	0.00		(3,338.00)	100.00
NET OF REVENUES & EXPENDITURES:		0.00	18,656.71	18,175.58		(18,656.71)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF GEM LAKE

Balance As of 04/30/2025

GL Number	Description	2025 Amended Budget	YTD Balance 04/30/2025 Normal	Activity For 04/30/2025 Increase (Decrease)	Balance Normal	Available 04/30/2025 (Abnormal)	% Bdg't Used
Fund: 801 INVESTMENT TRUST FUND							
Account Category: Revenues							
Department: 00000							
801-00000-36210 Interest Earnings							
Total Dept 00000							
Revenues							
		0.00	1,687.67	1,687.67		(1,687.67)	100.00
		0.00	1,687.67	1,687.67		(1,687.67)	100.00
		0.00	1,687.67	1,687.67		(1,687.67)	100.00
Fund 801 - INVESTMENT TRUST FUND:							
TOTAL REVENUES							
		0.00	1,687.67	1,687.67		(1,687.67)	100.00
TOTAL EXPENDITURES							
		0.00	0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES:							
		0.00	1,687.67	1,687.67		(1,687.67)	
Report Totals:							
TOTAL REVENUES - ALL FUNDS							
		0.00	35,276.22	32,370.16		(35,276.22)	100.00
TOTAL EXPENDITURES - ALL FUNDS							
		0.00	210,448.20	65,116.31		(210,448.20)	100.00
NET OF REVENUES & EXPENDITURES:							
		0.00	(175,171.98)	(32,746.15)		175,171.98	

CITY OF GEM LAKE

Claims For Payment

Period Ending:

5/20/2025

Gretchen Artig-Swomley, Mayor
Ben Johnson, Council
Jim Lindner, Council
Len Cacioppo, Council
Joshua Patrick, Council
Tom Kelly, Treasurer

Signatures Approving Claims	Date of Approval

		Fund Totals		\$ Amount
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General Fund	50,276.20
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	8,571.88
601-Water Fund	225.11
Investment Trust Fund	
Total All Funds	59,073.19

Claims for Payment Check Numbers 12820 through 12840

CHECK REGISTER FOR CITY OF GEM LAKE

CHECK DATE 05/20/2025 - 05/20/2025

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING			
05/20/2025	12820	CINTAS	130.50
05/20/2025	12821	CINTAS	31.95
05/20/2025	12822	City of White Bear Lake	225.11
05/20/2025	12823	Coverall of the Twin Cities	320.00
05/20/2025	12824	GDO Law	85.00
05/20/2025	12825	Gopher State One Call	8.10
05/20/2025	12826	INVOICE CLOUD INC	572.50
05/20/2025	12827	KRAFT MECHANICAL	500.00
05/20/2025	12828	LB CARLSON, LLP	9,500.00
05/20/2025	12829	LISA SENOPOLE	150.00
05/20/2025	12830	Melissa Lawrence	129.57
05/20/2025	12831	METRO-INET	1,160.00
05/20/2025	12832	Metropolitan Council	8,563.78
05/20/2025	12833	RED LILY	180.00
05/20/2025	12834	REPUBLIC SERVICES	1,084.71
05/20/2025	12835	SEH	5,959.07
05/20/2025	12836	TKDA	4,901.49
05/20/2025	12837	Trade Press Inc	97.00
05/20/2025	12838	White Bear Lake Emergency Foo	1,500.00
05/20/2025	12839	White Bear Township	23,306.17
05/20/2025	12840	Xcel Energy	668.24
GEN TOTALS:			
Total of 21 Checks:			59,073.19
Less 0 Void Checks:			0.00
Total of 21 Disbursements:			59,073.19

CHECK DISBURSEMENT REPORT FOR CITY OF GEM LAKE

CHECK DATE 05/20/2025 - 05/20/2025

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL							
05/20/2025	GEN	12820	CINTAS	CINTAS AED	40319	41940	130.50
05/20/2025	GEN	12821	CINTAS	CINTAS RUGS	40319	41940	31.95
05/20/2025	GEN	12823	Coverall of the Twin Cities	CLEANING SVCS 5/1/25-5/31/25	40319	41940	320.00
05/20/2025	GEN	12824	GDO Law	GDO LEGAL SERVICES	41304	41600	85.00
05/20/2025	GEN	12826	INVOICE CLOUD INC	INVOICE CLOUD LICENSE FEE	40309	41500	572.50
05/20/2025	GEN	12827	KRAFT MECHANICAL	PREVENTIVE MAINTENANCE	40319	41940	500.00
05/20/2025	GEN	12828	LB CARLSON, LLP	PROGRESS BILLING FOR AUDIT	40301	41500	9,500.00
05/20/2025	GEN	12829	LISA SENOPOLE	RECORD CLOSED SESSION MEETING	40300	41900	150.00
05/20/2025	GEN	12830	Melissa Lawrence	MILEAGE REIMBURSEMENT	40331	41900	5.81
				MILEAGE REIMBURSEMENT	40331	41900	123.76
		Check GEN 12830 Total for Fund 100 GENERAL					129.57
05/20/2025	GEN	12831	METRO-INET	I.T. SUPPORT	40309	41900	1,160.00
05/20/2025	GEN	12833	RED LILY	WEBSITE MAINTENANCE	40300	41940	90.00
				WEBSITE MAINTENANCE	40300	41940	90.00
		Check GEN 12833 Total for Fund 100 GENERAL					180.00
05/20/2025	GEN	12834	REPUBLIC SERVICES	REPUBLIC SERVICES APRIL 2025	40384	41900	1,084.71
05/20/2025	GEN	12835	SEH	GENERAL ENGINEERING SVCS	40303	41910	5,959.07
05/20/2025	GEN	12836	TKDA	GENERAL PLANNING SERVICES	40308	41910	2,889.33
				GENERAL PLANNING SERVICES	40308	41910	2,012.16
		Check GEN 12836 Total for Fund 100 GENERAL					4,901.49
05/20/2025	GEN	12837	Trade Press Inc	SPRING CLEANUP FLYERS	40352	41900	97.00
05/20/2025	GEN	12838	White Bear Lake Emergency Food She	MAY 2025 DONATION	22001	00000	1,500.00
05/20/2025	GEN	12839#	White Bear Township	3/10/25-3/19/25 PUBLIC WORKS	40319	41940	9,140.00
				3/10/25-3/19/25 EQUIPMENT	40319	41900	9,442.50
				FRATTALONES INV# A23453	40319	41940	39.99
				NFL ELECTRIC INV# 1044-016	40319	41940	346.00
				3/21/25-4/18/25 TREASURER SERVICES	40329	41500	1,235.00
				1/10/25-4/18/25 CODE ENFORCEMENT SERVICE	40313	42401	3,087.50
				3/18/25 POSTAGE	40322	41900	15.18
		Check GEN 12839 Total for Fund 100 GENERAL					23,306.17
05/20/2025	GEN	12840#	xcel Energy	XCEL STREET LIGHTS	40386	43122	108.98
				XCEL ENERGY ELECTRICITY	40381	41940	455.81
				XCEL ENERGY GAS	40383	41940	103.45
		Check GEN 12840 Total for Fund 100 GENERAL					668.24
Total For Fund: 100							50,276.20
Fund: 601 WATER UTILITY FUND							
05/20/2025	GEN	12822	City of White Bear Lake	2025 1ST QTR 1/2/25-4/1/25	40385	43200	225.11
Total For Fund: 601							225.11

CHECK DISBURSEMENT REPORT FOR CITY OF GEM LAKE

CHECK DATE 05/20/2025 - 05/20/2025

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 602 SEWER UTILITY FUND							
05/20/2025	GEN	12825	Gopher State One Call	GOPHER STATE LOCATES	40319	43200	8.10
05/20/2025	GEN	12832	Metropolitan Council	WASTE WATER MAY 2025	11500	00000	4,281.89
				WASTE WATER JUNE 2025	11500	00000	4,281.89
Check GEN 12832 Total for Fund 602 SEWER UTILITY FUND							8,563.78
Total For Fund: 602							8,571.88
Report Total:							59,073.19

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

BARNETT COMPANIES 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 Companies, Inc., a Minnesota corporation, whose primary address is 3610 North Hwy 61, Gem Lake, Minnesota 55110 (the "Developer"), and consented to by Barnett 3610 LLC, a Minnesota limited liability company, whose primary address is 3610 North Hwy 61, Gem Lake, Minnesota 55110 ("Barnett 3610").

WITNESSETH:

WHEREAS, Developer is the owner of a parcel of real property located at 3610 Highway 61, in the City of Gem Lake, County of Ramsey, legally described as follows, see attached Attachment A ("Parcel A" or the "3610 Parcel"); and

WHEREAS, Barnett 3610 is the owner of a parcel of real property located at 3700 Highway 61, in the City of Gem Lake, County of Ramsey, legally described as follows, see attached Attachment A ("Parcel B" or the "3700 Parcel"); and

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

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

WHEREAS, Developer submitted to the City plans and specifications for construction of a new building on Parcel A and dimensions for Parcel A and Parcel B after giving effect to the proposed adjustment of the boundary line between Parcel A and Parcel B, intended to comply with the regulations established with by the City of Gem Lake, which plans and specifications where dated July 23, 2024 and have been submitted to, and reviewed and approved by, the City and its staff and consultants (the "Construction Plans"); and

Commented [AR1]: Verify this language with Justin

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, pursuant to Resolution #2024-0019 Approving a Minor Subdivision for 3610 Highway 61 and 3700 Highway 61, the City Council for the City approved the lot line adjustment, subject only to the conditions set forth in such resolution; and

WHEREAS, pursuant to Resolution #2024-0020 Approving a Zoning Compliance Permit for 3610 Highway 61 and 3700 Highway 61, the City Council for the City approved a Zoning Compliance Permit for completion of the lot line adjustment and construction of the new building proposed to be constructed on Parcel A, subject only to the conditions set forth in such resolution;

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, pursuant to the Construction Plans, the Developer intends to construct certain stormwater drainage and sewer facilities on the Property, including certain stormwater drainage facilities to be located within public rights of way; and

WHEREAS, the City, the Developer and Barnett 3610 have also entered into an Operation and Maintenance Agreement For Barnett Kia Stormwater Facilities, dated as of _____, 2025 (the "Stormwater O&M Agreement"), which Stormwater O&M Agreement governs the rights and responsibilities of the parties with respect to the construction and maintenance of the stormwater drainage facilities; and

WHEREAS, the City and the Developer have entered into this Development Agreement to document their respective rights and responsibilities with respect to construction of the improvements and certain other matters as set forth herein; 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. 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.

"Certificate of Completion" means the certification provided to the Developer upon satisfactory completion of the Required Improvements.

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

"Construction Plans" has the meaning given in the recitals hereto, and includes 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, and including the level of detail required for issuance of building permits by the City.

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

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

"Minnesota Environmental Rights Act" means the statutes located at Minnesota Statutes Sections 116B.01 et seq., as amended.

"Parties" means the Developer, Barnett 3610 and the City.

"Public Infrastructure Improvements" means the portion of the Required Improvements to be dedicated to and owned by the City, including but not limited to (i) public stormwater infrastructure, (ii) public utility infrastructure and (iii) public right of way area, all as described on Attachment B, attached hereto.

"Required Improvements" means the stormwater drainage and sewer facilities to be constructed in accordance with the Construction Plans and the Stormwater O&M Agreement.

"State" means the State of Minnesota.

"Unavoidable Delays" 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. Representations and Warranties by the City. 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.

(b) The City has approved the Construction Plans.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a corporation 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 ~~Required~~ Improvements 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 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.

(d) 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.

(e) 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.

(j) The Developer represents and warrants to the City that the Developer has the financial capability to construct the Required Improvements.

ARTICLE III

Construction Of Improvements

Section 3.1. Construction of Required Improvements. The Developer will construct the Required Improvements on the Property (and, to the extent applicable, within any public right of way) in accordance with the approved Construction Plans.

Section 3.2. Construction Plans.

(a) The Developer shall cause to be constructed, at Developer's cost, the Required Improvements according to City ordinances. The parties hereto acknowledge and agree that the Construction Plans for the Required Improvements have been approved by the City, and include the Grading Drainage and Erosion Control Plan, Landscaping Plan, the Development Utility Plan, Building Plans, all of which are consistent with 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, and all of which have been reviewed and approved 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, provided that Developer does not waive any claim based on breach of this Agreement ~~or violation of applicable City ordinances~~. 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 in connection with construction of the Required Improvements. 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.]¹ 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 arising out of a claim for which Developer has indemnified the City hereunder 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.

¹ Barnett to confirm this insurance is in place and City can be named as an additional insured; under review with insurance consultant.

(f) The prevailing party shall reimburse the non-prevailing party for all costs incurred by the prevailing party in defense or enforcement of this Agreement due to actions or inactions of the non-prevailing party 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 specifications and approval of the Final Plat to prescribe the design requirements for any Improvement within the Plat. The City acknowledges that the Zoning Compliance Permit has been issued by the City and that the layout of any improvements proposed to be constructed on Parcel A or Parcel B pursuant to the Construction Plans has been approved.

(i) The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until any amendments to 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 approved Construction Plans, 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. 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 Required Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Required Improvements, 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 Required 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 Required 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 according to the terms and conditions stated herein.

Required Stormwater Facility Improvements

Section 4.1. Site Grading. 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 is graded to the approved Construction Plans. Developer and City acknowledge that, prior to commencement of grading, Developer and City held a pre-construction meeting between the City, Developer and contractors for the site grading.

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Section 4.2. Soil Erosion and Tree Protection. 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 shown in the Construction Plans~~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. Iron Monument Placement. The Developer shall place iron monuments at the west terminus and east terminus of the common boundary line be established between Parcel A and Parcel B. An iron monument shall be placed after all street/utilities (public and private) and paved areas have been completed in order to preserve the lot markers for future property owners.

Section 4.4. Storm Water Infrastructure. The Developer shall construct and dedicate all storm water infrastructure ~~as set forth in the approved Construction Plans~~required by the City. The Developer shall be responsible for storm sewer cleaning and maintenance as reasonably required by the City, until a certificate of completion as set forth in Section 3.4 has been issued prior 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. Approvals and Permits. 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 the Required Improvements.

Section 4.6. Utilities. 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. Private Easement. 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 the right to approve the terms and conditions of the private access agreement prior to its execution and recording.

Section 4.8. City Engineer. The City shall provide a licensed professional engineer, or their duly authorized representative to oversee, at the Developer's expense, the Required Improvements (which shall not include the building to be constructed on Parcel A) identified in this Agreement until such Required 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. Fence Plan. Developer may construct the proposed fence, shown on the site plan included in the Construction Plans, with said fencing meeting the requirements of Section 16.13 of the City Zoning Ordinance.

Section 4.10 Estimated Cost. A description of the Public Infrastructure Improvements is set forth and described on Attachment B, attached hereto. The estimated cost of the Public Infrastructure Improvements is as set forth on Attachment B, attached hereto.

Section 4.10. Finance.

(a) 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 cost of the Public Infrastructure Improvements contract amount, as set forth on Attachment B, attached hereto. The Developer's financial security shall be used to guarantee Developer's completion of all of the Public Infrastructure Improvements. If Developer fails to complete the Public Infrastructure Improvements in accordance with the Construction Plans and the terms of this Agreement, said surety shall be immediately available for City's use to complete part or all of the Public

Infrastructure Improvements 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 Improvements based on the sole determination of City made in accordance with applicable City ordinances.

(b) The Developer agrees that the terms of the financial security shall be deemed to have been violated if the Developer fails to construct the Public Infrastructure Improvements in accordance with the terms of this Agreement, the approved Construction Plans, and all applicable City ordinances. City shall provide Developer thirty (30) days written notice of any such failure. Determination of such failure 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 failure by Developer to construct the Public Infrastructure Improvements in accordance with the terms of this Agreement, subject to the thirty (30) 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 shall deposit with the City One thousand two hundred fifty (\$ 1,250.00), 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 will be charged in accordance with the fee schedule established by City ordinance and are expected to equal two and one-half percent (2.5%) of the construction cost of the Public Infrastructure Improvements. Said fee can be increased or reduced in the sole discretion of the City in accordance with the fee schedule set forth in the City Ordinances, 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.

Section 4.11. Construction of City Maintained Improvements.

(a) The Developer shall install all Public Infrastructure Improvements, including any utilities and storm water facilities (sanitary sewer, watermain and storm sewer) in accordance with the approved Construction Plans. 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. (This has already taken place. The utility work began with the issuance of the utilities permit on April 21, 2025) Developer further agrees to coordinate its contractors' activities with the City for inspections. If Public Infrastructure 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.

(c) Inspection. 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 Required 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) Easements. The Developer shall dedicate to the City, as part of the minor subdivision approval 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, as set forth in the Construction Plans. 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 on Attachment 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.

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 Required Improvements shall be consistent with the approved Construction Plans. The Developer also agrees to adhere to all terms and conditions as set forth by the Vadnais Lakes Area Watershed Management Organization (VLAWMO). Developer shall provide a copy of the VLAWMO 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. 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 in accordance with the approved Construction Plans 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 and as built survey which verifies elevations of each structure of the constructed as each parcel is developed.

Commented [AR3]: This is Justin's language

(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 Developer's engineer to provide adequate field inspection personnel to ensure the project is constructed in accordance with approved Construction Plans. 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 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. Developer shall obtain all necessary permits and consents for the Required Improvements including, but not limited to any permits required by the Metropolitan Council Waste Water Services Division for connections to sanitary sewer lines, any permits required by the Vadnais Lakes Area Watershed Management Organization 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) Prior to the commencement of any work, Developer or its 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 Vadnais Lakes Area Watershed Management Organization. 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.

(c) Developer warrants all work with respect to the Public Infrastructure Improvements to be performed against poor material and faulty workmanship for a period of two (2) years after its final completion and approval by City. The warranties set forth herein shall be secured by the performance bond provided pursuant to Section 6.2 of this Agreement.

(d) 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, to the extent required by City ordinances, 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.

(e) 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.

(f) Developer understands that the construction hours within the city of Gem Lake are Monday-Saturday, 7:00 A.M.-7:00 P.M. Developer and City acknowledge that Developer may engage in construction activities outside of normal construction hours within the City of Gem Lake.

(g) Required notices to Developer shall be in writing and shall be either hand delivered or mailed by certified mail to the following address:

Barnett Companies, Inc.
3610 North Hwy 61
Gem Lake, MN 55110

(h) 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. Storm Sewer Infrastructure Maintenance. Storm sewer infrastructure shall be maintained by the developer pursuant to the Operation and Maintenance Agreement for Barnett Kia Storm Water Facilities approved by the City.

ARTICLE VI

Performance Guarantees

Section 6.1. Developer's Improvements. 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 Public Infrastructure Improvements. Developer guarantees workmanship and materials.

Section 6.2. City Maintained Improvements. Within thirty (30) days after the City's written final acceptance of the Public Infrastructure Improvements lying within the public easements or right-of-way, to occur upon acceptance of such improvements, (i) the initial bond provided pursuant to Section 4.10 shall be released and (ii) a two-year warranty bond shall be provided to the City by the Developer based on 25% of the final construction costs for the Public Infrastructure Improvements identified in Attachment B unless waived 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, all in accordance with the City Fee Schedule as adopted by the City Code.

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.

ARTICLE IX

Intentionally Deleted

ARTICLE X

Cleanup

Developer shall promptly clean dirt and debris from streets that has resulted from construction of by the Developer, its agents or assigns. 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 Public Infrastructure Improvements required by this Agreement and acceptance by the City, the Public Infrastructure Improvements 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 Public Infrastructure Improvements within the public right-of-way or easements.

Prior to acceptance by the City of the Public Infrastructure 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 Public Infrastructure Improvements.

(b) Except for any willful misrepresentation or any negligent, willful or wanton misconduct of the following named parties, or breach of this Agreement [by the City](#), 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 Public Infrastructure 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

Restrictions on Use of Scheuneman Road

Section 13.1 Restrictions on Use of Scheuneman Road. Developer acknowledges and agrees to the following restrictions on use of Scheuneman Road during construction of any Improvements:

(a) All heavy vehicles loaded with construction materials must enter the Property only from Highway 61.

(b) All heavy vehicles hauling construction debris must enter and exit the Property only from Highway 61.

(c) Heavy trucks may enter or exit the Property using Scheuneman Road only when (1) ingress and egress to and from Highway 61 is not possible because the access point to Highway 61 is closed to complete the Required Improvements or (2) trucks which have entered the Property from Highway 61 do not have sufficient room on the Property to turn around and exit onto Highway 61. If exiting from the Property to Scheuneman Road, heavy trucks must turn right/south toward County Road E to minimize the area of possible repairs.

ARTICLE XIV

Events of Default

Section 14.1. Events of Default Defined. 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. Remedies on Default. 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) 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 to the extent the City is the prevailing party in any such action.

Commented [AR4]: The 25% penalty language has been removed.

Section 14.3. No Remedy Exclusive. 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. No Additional Waiver Implied by One Waiver. 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. Incorporation by Reference. 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. Notices and Demands. 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. Titles of Articles and Sections. 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. Validity. 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. Clerical Revisions. 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. Binding Effect. 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 Property 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. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

Section 15.9 Consent of Barnett 3610. Barnett 3610 hereby consents to the provisions of this Agreement and acknowledges that Developer shall perform the obligations of the Developer as set forth herein. Barnett 3610 hereby acknowledges that Developer may complete all improvements, including the Public Infrastructure Improvements as set forth in the approved Constructions Plans, including any portion of such improvements that may be located on Parcel B and Barnett 3610 hereby grants to Developer an easement to enter and access Parcel B for purposes of performing the obligations of Developer as set forth herein.

Section 15.10 Time of Performance. That Developers shall install all required Improvements in accordance with the time tables set forth in this development agreement. The Developer may, however, request in writing an extension of time from the City. If any extension is granted it shall be conditioned upon updating the security posted by the Developer to reflect costing increases, and the extended completion date.

Commented [AR5]: This language was part of the original development agreement and I believe it's necessary to ensure work stays on schedule.

Formatted: Underline

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 COMPANIES, INC., a
Minnesota corporation

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this ____ day of _____, 2025, before me, a Notary Public within and for said County, personally appeared _____ to me known to be the _____ of Barnett Companies, Inc. a Minnesota corporation, and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said company.

Notary Public

BARNETT 3610 LLC, a Minnesota limited
liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this ____ day of _____, 2025, before me, a Notary Public within and for said County, personally appeared _____ to me known to be the _____ of Barnett 3610 LLC, a Minnesota limited liability company, and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said company.

Notary Public

CITY OF GEM LAKE

By: _____
Gretchen Artig Swormley, Mayor

ATTEST:

By: _____
Melissa Lawrence, City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this ____ day of _____, 2025, before me, a Notary Public within and for said County, personally appeared Gretchen Artig Swormley and Melissa Lawrence, to me known to be respectively the Mayor and City Clerk of the City of Gem Lake, and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said City.

Notary Public

Attachment A

3610 Highway 61, Parcel ID 273022430031 (Parcel A)

ALL THAT PART OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ 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 SOUTHEAST $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$; 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 WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ 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 SOUTHERLY ALONG 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 WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ 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 $\frac{1}{4}$ 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.

ATTACHMENT B

Description of Public Infrastructure Improvements

THE PUBLIC INFRASTRUCTURE IMPROVEMENTS CONSIST OF NEW STORM SEWER AND MANHOLES ALONG THE NEW NORTH PROPERTY LINE. SPECIFICALLY, THERE IS A NEW MANHOLE AT THE NEW NORTHWEST CORNER OF THE 3610 HIGHWAY 61 PROPERTY (PARCEL A) OVER THE EXISTING PUBLIC STORMWATER LINE PARALLEL TO HIGHWAY 61. A NEW 21" STORM SEWER PIPE WILL BE INSTALLED HEADING EAST FROM THIS MANHOLE ALONG THE NEW NORTH PROPERTY LINE ON THE 3610 HIGHWAY 61 LOT (PARCEL A) FOR APPROXIMATELY 211' TO THE INTERSECTION OF THE NEW PROPERTY LINE AND THE PREVIOUS PROPERTY LINE. AT THIS INTERSECTION A NEW MANHOLE WILL CONNECT THE NEW STORM SEWER AND THE OLD STORM SEWER ALONG WITH A CONNECTION TO BARNETT'S NEW PRIVATE STORM WATER SYSTEM. ALL WORK IS PER APPROVED PLANS.

THE REASONABLE ESTIMATED COST OF THIS PUBLIC INFRASTRUCTURE IMPROVEMENT IS FORTY THOUSAND DOLLARS (\$40,000.00).

To: Connie Taillon, City of White Bear Lake, Environmental Specialist/Water Resources Engineer

Kevin Kress, City of North Oaks, City Administrator

Mike Grochala, City of Lino Lakes, Community Development Director

Jim Hauth, City of Vadnais Heights, Public Works Director

Melissa Lawrence, City of Gem Lake, Administrative Assistant

Dale Reed, White Bear Township, Public Works Director

From: Phil Belfiori – VLAWMO Administrator and Troy Gilchrist – VLAWMO Attorney

Date: April 24, 2025

Re: **Member Community Staff Review and Comment on Initial Draft of Updated VLAWMO JPA**

VLAWMO is working to update its Joint Powers Agreement (JPA) in conjunction with its work to develop the 2027-2036 Watershed Plan. The current JPA was adopted in 2016 and will expire on December 31, 2026. While the current JPA will not expire until next year, VLAWMO determined the concurrent review of the JPA and the Watershed Plan is the most efficient and will help ensure the documents are properly aligned. As such, VLAWMO staff and Troy Gilchrist (VLAWMO Attorney) have prepared the enclosed updated initial draft of the JPA. The goal was to better align the JPA with how VLAWMO actually operates and has operated for many years. An effort was also made to streamline the language as much as possible.

The VLAWMO Board of Directors reviewed the initial draft of the JPA at its April 23, 2025 meeting and voted to have VLAWMO staff send the initial draft to member community staff for review and comment. The Initial draft JPA is enclosed along with a copy of the current JPA and redline showing the differences between the documents.

VLAWMO staff requests any comments on the draft JPA be provided via email to Phil Belfiori at Phil.belfiori@vlawmo.org by Wednesday May 28, 2025. Your comments will be used to prepare an updated draft of the JPA for review by the VLAWMO Board. If you have any legal based questions, please contact VLAWMO Attorney Troy Gilchrist at Troy@townlawcenter.com. If you have any non-legal questions, please contact Phil Belfiori at Phil.belfiori@vlawmo.org.

Attachments:

1. Memo from VLAWMO Attorney Troy Gilchrist highlighting the key revisions in the initial draft of the updated JPA
2. Initial Draft of the updated JPA and Updated VLAWMO boundary map exhibit
3. "Redline" between current JPA and the initial draft of Updated JPA
4. Current JPA with prior amendments (approved in 2016)



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office@vlawmo.org
(651) 204-6070

CC:

Kevin Watson - kevin.watson@cityvadnaisheights.com

David Pecchia - dpecchia@linolakes.us

Pat Christopherson - Pat.Christopherson@whitebeartownship.org

Lindy Crawford - lcrawford@whitebearlake.org

MEMORANDUM

To: VLAWMO Board of Directors

From: Troy Gilchrist, VLAWMO Attorney

Date: April 14, 2025

Re: Overview of Changes in the Updated Joint Powers Agreement

VLAWMO was originally established by a joint powers agreement (“JPA”) adopted by the member communities (“Members”) pursuant to Minn. Stat. § 103B.211 of the Metropolitan Surface Water Management Act (Minn. Stat. §§ 103B.201-103B.253). The Members last updated and readopted the JPA in 2016. I assisted with that update and my recollection was that the Board pursued relatively few updates at the time.

The current JPA is set to expire on December 31, 2026, and once again the agreement needs to be updated and readopted. The enclosed draft of the JPA reflects a more comprehensive update of the language to more closely align the text with how VLAWMO actually operates. Importantly, this draft more specifically addresses budgeting, funding, and projects in light of the storm sewer utility authority. An effort was also made to streamline the language as much as possible.

The following highlights the more substantive changes in the draft JPA:

1. Added recitals to provide context for the agreement (recitals – p. 1).
2. The definitions were expanded to include the storm sewer utility, capital improvement, and other terms (Sec. 2, p. 3-4).
3. The specific years each group of Board members are to serve was removed (Sec. III, p. 4).
4. It was made clear the secretary-treasurer can delegate duties of the position as currently occurs (Sec. 3.11(c), p. 5).
5. The voting requirements were revised to require a majority vote instead of a 2/3 vote to approve capital improvement projects (Sec. 3.14, p. 6).
6. The storm water utility and the authorizing special legislation is called out and is recognized as the primary funding source for the organization (Sec. 4.6, p. 7).
7. The process for capital improvements was more specifically spelled out (Sec. 4.7, p. 7).

8. Expanded the language on the Technical Commission to further detail its role and authority (Sec. V, p. 10-11).
9. The budgeting and funding processes were updated to reflect the current process and to make clear Member assessments are no longer used to fund VLAWMO's operations. Member assessments, which is the primary source of funding the operations of most WMOs, is still in the agreement as a possibility if it ever needs to be relied on to help fund VLAWMO's operation (Sec. 6.2 & 6.3, p. 12-13).
10. Revised the capital improvement language to reflect how projects are currently funded (Sec. 6.4, p. 13).
11. The agreement proposes a 20 year term rather than the previous 10 year term to reduce the time and costs associated with having to readopt the JPA (Sec. 7.1, p. 14). The JPA can be amended at any time in the future if needed (Sec. 8.4, p. 15).
12. The appeal and arbitration process was replaced with a dispute resolution process that focuses on mediation as the primary method to seek resolution (Sec. 8.2, p. 15).
13. Various miscellaneous provisions were added to address basic statutory requirements (such as data practices and audit compliance) and other general agreement provisions (governing law, etc.) (Sec. VIII, p. 15-16).
14. The two amendments adopted in 2019 are incorporated into the agreement (insurance and liability, Sec. 4.15, p. 8-9 & revenue bond authority, Sec. 6.9, p. 14)

I plan on attending the meeting at which the Board will discuss the proposed updated JPA and I will be happy to answer any questions the Board may have at that time.

JOINT POWERS AGREEMENT TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED

THIS AGREEMENT, made and entered into as of the last date of execution, by and between the participating units of local government of the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear, hereafter referred to as “Members” and individually as “Member”, agree to continue the Vadnais Lake Area Water Management Organization, as a public agency.

SECTION I GENERAL PURPOSE

The Vadnais Lake Area Water Management Organization (VLAWMO), created pursuant to Minnesota Statutes, Section 471.59, is dependent upon the sincere desire of each Member to work cooperatively to meet the requirements of the Metropolitan Surface Water Management statute, Minnesota Statutes, Section 103B.201 et seq. (and Chapter 103D - Watershed Law), hereafter collectively referred to as the “Act”.

It is the general purpose of the parties to this Agreement to establish an organization to:

- 1) Continue the Vadnais Lake Area Water Management Organization;
- 2) Develop and amend a water management plan; and
- 3) Operate appropriate programs including those to:
 - a) protect, preserve and use natural surface water and groundwater storage and retention systems;
 - b) minimize capital expenditures necessary to correct flooding and water quality problems;
 - c) identify and plan for means to effectively protect and improve surface and groundwater quality;
 - d) establish more uniform local policies and official controls for surface and groundwater management;
 - e) prevent erosion of soil into surface water systems;
 - f) promote groundwater conservation and recharge; and
 - g) protect and enhance fish and wildlife habitat and water recreational facilities and secure other benefits associated with the proper management of surface and groundwater, and be in accordance with the Act.

SECTION II VADNAIS LAKE AREA WATERSHED

VLAWMO shall manage a watershed area in northern Ramsey County and southeastern Anoka County shown on the map set forth on Appendix A.

SECTION III DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings as defined in this Section.

“Agreement” – This Agreement pursuant to Minnesota Statutes, Section 471.59 reconstituting the Vadnais Lake Area Water Management Organization (VLAWMO).

“Area” – The boundaries of the Vadnais Lake Area Watershed as set forth on the map set forth on Appendix A and hereafter referred to as the “Area”.

“Board of Directors” or “Board” – The governing board of VLAWMO consisting of one elected official from each of the Members which are parties to this Agreement.

“Capital Improvement Program” – An itemized program for at least a five-year prospective period, and any amendments to it, subject to at least biennial review, setting forth the schedule, timing, and details of specific contemplated capital improvements by year, together with their estimated cost, the need for each improvement, financial sources, and the financial effect that the improvements will have on the local government unit or watershed management organization.

“City Council or Town Board” – The governing body of a governmental unit which is a Member to this Agreement.

“City Staff” – Persons hired by units of local government whether as an employee or an independent contractor.

“Commissioner” – A person appointed by each Member to the Technical Commission.

“Comprehensive Plan” or “comprehensive plan” – The meaning given it in Minnesota Statutes, Section 473.852, Subdivision 5.

“Director” – An elected official appointed by each Member as a representative to the Board of Directors.

“Governmental Unit” – Any city, town, township, county, school district, or other political subdivision or an “instrumentality of a governmental unit” as described in Minnesota Statutes, Section 471.59, Subdivision 1.

“Local Government Unit” – Cities, counties and towns, not including school districts, as described in Minnesota Statutes, Section 473.852, Subd. 7.

“Local Water Management Plan” - A plan adopted by the each of the members pursuant to Minnesota Statutes, Section 103B.235.

“Member” – Each local governmental unit that is a party to this Agreement.

“Technical Commission” – A commission composed of a technically skilled person appointed by each Member.

“Vadnais Lake Area Watershed” – The area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Vadnais Lake or as described in Appendix A.

“VLAWMO” – The abbreviated name of the organization created by this Agreement, the full name of which is the “Vadnais Lake Area Water Management Organization”.

“Watershed Management Plan” - A plan adopted by VLAWMO pursuant to Minnesota Statutes, Section 103B.231.

SECTION IV ORGANIZATION OF VLAWMO; RESPONSIBILITIES OF MEMBERS

Subdivision 1. Board of Directors. The governing body of the VLAWMO shall be its Board of Directors.

Subdivision 2. Appointment of Directors. Each Member shall appoint one representative, who must be an elected official, to the Board, and said representative shall be called a “Director”. The appointment process shall follow Minnesota Statutes, Section 103B.227, Subdivisions 1 and 2.

Subdivision 3. Term of Office. Each Director shall serve at the will and consent of the Member making the appointment and for a three-year term of office as follows:

- 1) The Directors appointed by the Cities of Lino Lakes and White Bear Lake and the Township of White Bear shall be appointed for three-year terms, the beginning date of which was January 1, 2013 and every three years thereafter.
- 2) The Directors appointed by the Cities of North Oaks, Gem Lake and Vadnais Heights shall be appointed for a term of three years, the beginning date of which is January 1, 2014 and every three years thereafter.

The term of office of each Director shall commence from the date of their appointment and will continue until their successors are selected. A Directors appointed to fill a vacancy shall serve out the remainder of the term of the Director the person succeeded.

Subdivision 4. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Director appointment. Eligible appointees must be elected officials and compliant with Minnesota Statutes, Section 103B.227, which, among other things, provides that local units of government staff may not serve as a Director.

Subdivision 5. Record of Appointment. Each governmental unit shall, within thirty (30) days following the appointment of a Director or Successor Director, file a written notice of such appointment with the Secretary-Treasurer of the Board.

Subdivision 6. Appointment of Alternate Director. One Alternate Director shall be appointed by each of the Members to this Agreement. The Alternate may attend the meetings of the Board of Directors, but only the appointed Director, or the Alternate Director in the absence of the Director, shall be allowed to vote on any matters before the Board.

Subdivision 7. Appointment of Technical Commission Representative. Each Member to this Agreement shall appoint one commissioner and may appoint one alternate to serve on the Technical Commission.

Subdivision 8. Compensation. Directors shall serve without compensation and without expense allowance from VLAWMO. A Director may be reimbursed for out-of-pocket expenses incurred on VLAWMO business with the approval of the Board. A Member may compensate its Director or Alternate for his/her service, in the discretion of the Member.

SECTION V ORGANIZATION OF THE BOARD OF DIRECTORS

Subdivision 1. Annual Meeting; Election of Officers. At a meeting of the Board held no later than April of each calendar year, also known as the Annual Meeting, the Board shall elect from among the Directors a Chair, Vice Chair, and a Secretary-Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs ("Officers"). An Alternate Director may not serve as an officer of VLAWMO.

Subdivision 2. Duties of Officers.

- 1) **The Chair** shall preside over meetings of the Board, and in the absence of the Chair, the Vice Chair shall perform this duty. In the absence of the Chair or Vice Chair, the Treasurer shall preside. The Chair shall retain all rights of a Director to speak, make motions and vote.
- 2) **The Vice Chair** shall preside at meetings when the Chair is absent and shall automatically be promoted to complete the annual term of the Chair if the then current Chair resigns or is removed from the Board.
- 3) **The Secretary-Treasurer** shall maintain a record of the proceedings of the Board, be responsible for the custody of the records of the Board, see that notices are duly given and complete such other duties as the Board may assign. The Secretary-Treasurer shall also be responsible for all monies of VLAWMO and shall periodically report the fiscal condition of VLAWMO to the Board. If the duties of the Secretary-Treasurer are delegated to a VLAWMO employee, the Secretary-Treasurer shall supervise the performance of those duties.

Subdivision 3. Quorum. A majority of the Members present shall constitute a quorum at all Board meetings. No business or decision may be made without a quorum.

Subdivision 4. Meetings. Regular meetings of the Board shall be held at least bi-monthly on a day and time selected by the Board. All meetings of the Board are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all Members, provided to the public requesting this information, and follow notice requirements outlined in Minnesota Statutes, Section 13D.04. Meetings shall be conducted in accordance with rules adopted by the Board.

Subdivision 5. Voting. Each Director shall have one (1) vote in all matters, as follows:

- 1) approval of the proposed annual VLAWMO operating budget shall require approval of a simple majority of all Directors;
- 2) approval of capital improvement projects will require approval of two-thirds (2/3) of all Directors; and
- 3) approval of all others matters will be determined by a simple majority of Directors present and voting.

Subdivision 6. Committees. The Board may appoint such committees and subcommittees as it deems appropriate. At least one Board member shall be the appointed as the Chairperson of each committee and all committees shall regularly report their activities to the Board.

Subdivision 7. Public Participation. The Board may appoint such committees and subcommittees composed of citizens as needed to provide for public participation and input in watershed activities and the responsibilities of VLAWMO. Such citizen committees shall be advisory.

SECTION VI RESPONSIBILITIES AND DUTIES OF THE BOARD OF DIRECTORS

Subdivision 1. Policies and Procedures. The Board shall adopt rules and regulations as it deems necessary to carry out its duties and the purpose of this Agreement. Such rules and regulations may be amended from time to time in either a regular or special meeting of the Board provided that notice of such proposed amendment has been given to each Director at least ten (10) days prior to the meeting at which the proposed amendment will be considered. These rules and regulations, after adoption, shall be recorded in the VLAWMO policy book.

Subdivision 2. Watershed Management Plan (Plan). The Board shall adopt a water management plan, as required by the Act. The Plan shall be subject to the appropriate governmental unit review as required by the Act.

Subdivision 3. Data. The Board, in order to give effect to the purposes of the Act may:

- 1) Acquire and record appropriate data within the Area; and
- 2) Establish and maintain devices for acquiring and recording hydrological or other data within the Vadnais Lake Area Watershed.

Subdivision 4. Local Studies. Each Member reserves the right to conduct separate or concurrent studies on any matter under study by VLAWMO. The Member shall make every effort to coordinate its studies with the VLAWMO in order to maximize the use of resources.

Subdivision 5. Transfer of Drainage System. VLAWMO shall have the authority of a watershed district under Minnesota Statutes, Chapter 103B, Chapter 103E, and other applicable law to accept the transfer of drainage systems in the watershed, to repair, improve, and maintain the transferred drainage systems, and to construct all new drainage systems and improvements of existing drainage systems in the watershed. All such activities and projects shall be carried out in accordance with the powers and procedures set forth in Minnesota Statutes, Chapters 103B and other applicable law, and must be in conformance with the Watershed Management Plan adopted pursuant to Minnesota Statutes, Chapters 103A through 103H.

Subdivision 6. Capital Improvement. Each Member agrees to contribute its proportionate share of all approved capital improvement expenditures, which includes engineering, planning, legal and administrative costs, based on the benefit to be received by each Member or other entity from the improvement or management project. The Board shall submit, in writing, a statement to each Member or other entity, setting forth in detail the expenses incurred by VLAWMO for each project.

Capital improvement projects may be initiated either by: (1) recommendation of the VLAWMO Board to the governmental unit(s) affected; or (2) petition to the Board by the affected governmental unit. In either case, and after study and approval by two-thirds (2/3) of the Directors, the Board shall provide the affected governmental units with estimated costs and a description of the benefits to be realized by those affected and the costs to be borne based on benefit.

Subdivision 7. Water Conveyances. The Board may order any local governmental unit to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course of terminus of any ditch, drain, storm sewer, water course, natural or artificial, that affects the Vadnais Lakes Area Watershed in accordance with its adopted plans.

Subdivision 8. Watershed Operations. The Board may order any local government unit to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works in accordance with adopted plans.

Subdivision 9. Storm and Surface Waters. The Board shall regulate, conserve and control the use of storm and surface water within the Vadnais Lakes Area Watershed pursuant to its Watershed Management Plan.

Subdivision 10. Entrance upon Land. To the extent permitted by Minnesota Statutes, the Board or its designated representatives may enter upon lands within or outside the Vadnais Lakes Area Watershed to make surveys and investigations to accomplish the purposes of VLAWMO and the Act.

Subdivision 11. Legal and Technical Assistance. The Board may obtain and provide legal and technical assistance in connection with its on-going operations and projects, as well as in matters of litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board or agency relating to the planning or construction of facilities to drain or pond storm waters within the Area.

Subdivision 12. Permits. VLAWMO shall cooperate with appropriate local, state, and federal agencies in obtaining required permits and shall review permits issued by local units of government to accomplish the purposes identified in Section I of this Agreement.

Subdivision 13. Office. VLAWMO shall maintain an office within the Area. All notices to VLAWMO shall be mailed or delivered to such office.

Subdivision 14. Insurance. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection. The Members agree as follows with respect to liability of VLAWMO and the Members:

- 1) VLAWMO is a separate and distinct public entity to which the Members have transferred all responsibility and control for action taken pursuant to this Agreement.
- 2) VLAWMO shall defend and indemnify the Members, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Board of Directors in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, section 466.04.
- 3) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 4) To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a, and provided further that for purposes of that statute, each part to this Agreement expressly declines responsibility for the acts and omissions of another Member. The Members are not liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.
- 5) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Subdivision 15. Financial Records. The Board shall maintain the books and accounts of VLAWMO consistent with generally accepted accounting principles and provide the separate accounting of operations and capital improvement projects.

Subdivision 16. Audit. The Board shall annually cause an independent certified audit of the books and accounts of VLAWMO.

Subdivision 17. Claims. To the extent required by Minnesota Statutes, VLAWMO shall be responsible for damages caused by it. All Minnesota Statutes governing notices of claims and limits on municipal liability shall be applicable to VLAWMO. To the extent permitted by Minnesota Statutes, VLAWMO shall be treated as a single municipal entity for municipal liability purposes.

Subdivision 18. Employees. The Board may employ or subcontract to persons or entities to fulfill defined responsibilities of VLAWMO with the approval of a majority of the Board.

Subdivision 19. Contracts. The Board may make such contracts and enter into such agreements as necessary to fulfill its obligations under this Agreement. Any such contract or agreement shall be in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345, the Joint Powers Act, Minnesota Statutes, Section 471.59, and other applicable laws.

Subdivision 20. Annual Report to Members. The Board shall make and file a report to all of the Members at least once each year including the following information:

- 1) the financial condition of VLAWMO;
- 2) the status of all VLAWMO projects and work; and
- 3) the business transacted by VLAWMO and other matters which affect the interests of VLAWMO.

Copies of said report shall be transmitted to the administrator of each Member.

Subdivision 21. Records. VLAWMO's books, reports and records shall be available for and open to inspection at reasonable times.

Subdivision 22. Other Powers. The Board may exercise such other powers necessary and incidental to the implementation of the purposes set forth herein as authorized by the Members.

Subdivision 23. Amendments to this Agreement. The Board may recommend changes in this Agreement to the Members. This Agreement may be amended only by the Agreement of each of its members.

SECTION VII RESPONSIBILITIES AND DUTIES OF TECHNICAL COMMISSION

Subdivision 1. Duties and Responsibilities. The Board shall establish a Technical Commission (Commission) that will provide technical expertise for the planning and operation of VLAWMO programs and projects. This Commission through the VLAWMO Administrator and other VLAWMO employees shall administer the day-to-day operations of VLAWMO. The VLAWMO Administrator shall serve as a non-voting member of the Commission. Each Member shall appoint a representative, who will be known as Commissioner, and an alternate to the Commission.

Subdivision 2. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Commission appointment, following guidelines promulgated by the Board.

Subdivision 3. Technical Commission Officers. The Board shall annually appoint a Chair from among the Commissioners. At the first meeting of the Commission each calendar year, the Commission shall elect from among the Commissioners a Vice Chair and Secretary, and such other officers as it deems necessary to conduct its meetings and affairs. An Alternate Commissioner may not serve as an officer of the Commission.

Subdivision 4. Meetings. Regular monthly meetings of the Commission shall be held on a day and time selected by the Commissioners. All meetings of the Commission are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all commissioners, and provided to the public requesting this information, and follow notice requirements outlined in Minnesota Statutes, Section 13D.04. Meetings shall be conducted in accordance with the latest version of Roberts Rules of Order. Each Commissioner shall have one vote.

A majority of the Commissioners present shall constitute a quorum at all Commission meetings. In the absence of a quorum, a scheduled meeting shall be opened, re-scheduled and adjourned.

Subdivision 5. Watershed Management Plan (Plan). The Commission shall prepare and/or update a water management plan, as required by the Act. The Plan, either a new one or an updated one, shall be recommended to the Board of Directors for approval. The Plan shall be compliant with Minnesota Statutes, Ch. 103B as it may be amended and applicable Minnesota Rules. The Plan shall be subject to the appropriate governmental unit review as required by the Act.

Subdivision 6. Local Water Management Plan. After the adoption of a new or revised watershed management plan, each Member and any other local government unit within the Area shall review its local water management plan for changes needed for it to be consistent with the new or revised Watershed Management Plan. Each local water management plan shall include shall be consistent with state law. After consideration, but before adoption of a new or revised local water management plan by the governmental unit, each Member or any other governmental units in the Area shall submit its water management plan to the Board. The Board shall within sixty (60) days approve or disapprove the plan or parts thereof. If the Board fails to complete its review within the prescribed period, and unless an extension is agreed to by the Member or other local governmental unit, the local plan shall be deemed approved consistent with applicable state laws.

Subdivision 7. Appeals of Decisions and Recommendations of the Commission. Members shall comply with Commission's determinations as to the force and effect of the Watershed Management Plan, the Local Water Management Plans and any cost allocations for improvements initiated pursuant to these plans.

Any governmental unit which disputes a determination of the Commission as to force and effect of the Watershed Management Plan, any Local Water Management Plan, or the cost allocations for improvements, initiated pursuant to these plans, may appeal the recommendation or decision to the Board within thirty (30) days of receipt of such written notice of such determination.

Should the appeal not be completed to the satisfaction of all parties, a party may submit the dispute to arbitration. Arbitration shall be conducted in the following manner:

- 1) A governmental unit shall have thirty (30) days from receipt of the written decision on the appeal by the Board to submit a dispute to arbitration by giving written notice to an officer of the Board;
- 2) The Board of Arbitration shall consist of three Members, one appointed by the governmental unit initiating the arbitration, one appointed by the Board and one appointed by the Chief Administrative Law Judge of the State of Minnesota, if willing to do so and if not, by the Chief Judge of the Ramsey County District Court. The third member so appointed shall preside at the arbitration hearing;
- 3) The arbitration cost of the neutral arbitrator shall be divided equally between VLAWMO and the government unit initiating the arbitration; and
- 4) Arbitration shall be conducted in accordance with the Uniform Arbitration Act (Minnesota Statutes, Chapter 572), except as modified above.

Subdivision 8. Other Duties. The Commission shall exercise such other duties necessary and incidental to the implementation of the purposes set forth herein as authorized by the Board.

SECTION VIII FINANCING VLAWMO

Subdivision 1. Annual Operating Budget. On or before September 1st of each year, the Board shall prepare a proposed annual operating budget for the following calendar year. The budget shall provide funds to operate VLAWMO for the next calendar year. The proposed operating budget and the sources for these funds shall be recommended for approval to the Members.

The annual operating budget may be funded by one or more of the following:

- 1) An authorized special tax levy authorized by the State of Minnesota for an amount approved by the Members;
- 2) VLAWMO operates Storm Water Utility authorized by the State of Minnesota and approved by the Members;

- 3) Annual payment from each governmental unit party to this agreement and other entities based on an annual assessment as determined in Subdivision 2 in this Section; and
- 4) Service fees, grants, interest or other funding sources as available.

Each Member shall pay its annual assessment in the following manner:

- 1) The entire amount shall be due by January 31st of the year due; or
- 2) One-half (1/2) of each Members entire amount shall be due by January 31 of the year due and the second one-half (1/2) of the entire amount shall be due by August 31 of the year due.

Failure to pay the required amounts by the due dates will cause a one percent (1%) per month service fee to be added to the unpaid amount due.

Subdivision 2. Budget Meeting and Approval. The proposed annual Operating and Capital Improvement budget for the next calendar year shall be prepared by September 1 each calendar year.

Subdivision 3. Annual Assessment for Services.

The annual contribution of each Member or other entity shall be calculated upon the following formula:

- 1) Forty percent (40%) based upon the assessed valuation of all real property of each governmental unit within the Area;
- 2) Forty percent (40%) based upon the total area of the property within each governmental unit with the Area; and
- 3) Twenty percent (20%) based upon the population of each governmental unit within the Area.

Subdivision 4. Capital Improvement Projects Program and Funding. On or before July 1 of each year the Board shall prepare a capital improvements program and budget for projects to be started or completed in the following year as described in the Water Plan. Each proposed project shall be described and its estimated cost and time for completion shall be provided. Only projects described in the Watershed Management Plan or its amendments may be included in the capital improvement budget. Funding in the capital improvement budget shall be calculated as follows:

- 1) If money raised by the Special tax levies to be used for Capital Projects, the Members shall be provided the opportunity to review and approve the amount of the tax levy that will be used for Capital Projects within sixty (60) days of receipt of the Board's Capital Improvement Budget;
- 2) If a capital project is to be funded wholly or in part by one or more governmental unit(s), they will be provided the opportunity to review and approve or disapprove the capital

improvement budget within sixty (60) days of receipt of the Board's Capital Improvement Budget; and

- 3) If service fees, grants, interest or other funding sources are available the source and amounts of such funds shall be shown.

If the capital improvement budget is approved, as provided above, each governmental unit shall contribute its budgeted share of the cost of constructing said capital improvement projects.

Subdivision 5. Governmental Unit Financing. Members may establish a watershed management tax district in the Area for the purpose of paying costs of the engineering and planning required to develop a watershed management plan for the Area. After the plan is adopted and approved, a tax district may be established for the purpose of paying capital costs of projects described in the plan (including normal and routine maintenance of projects). If required, the tax district shall be established by ordinance adopted after a hearing by a local government unit, following provisions of Minnesota Statutes, Chapter 103B.

Subdivision 6. Reserve Funds. The Board may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Board not currently needed for its operations in the manner and subject to the laws of Minnesota applicable to statutory cities. Any and all reserve funds must be clearly indicated on the annual financial audit provided to the Members.

Subdivision 7. Gifts; Grants; Loans. VLAWMO may, within the scope of this Agreement, accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith, shall comply with any laws or regulations applicable thereto, and may hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement related thereto.

Subdivision 8. Disbursements. All VLAWMO disbursements shall be sent to the Secretary-Treasurer of the Board and the finance officer of the Technical Commission for review. Checks issued by VLAWMO shall have two signatures. Officers and the VLAWMO Administrator may be authorized to sign checks. An Officers bond shall be maintained by VLAWMO in the amount of at least \$10,000. VLAWMO will be responsible for paying the premium on said bond.

Subdivision 9. Revenue Bonds to Secure MPCA Loan. VLAWMO is given express authority to issue revenue bonds in a principal amount not to exceed \$800,000 (the "Bonds") to secure the Loan to finance the Project. The term "Bonds" shall also include bonds issued to refund and refinance the Bonds. As provided in Minn. Stat. § 471.59, subd. 11, the Bonds shall be revenue obligations of VLAWMO which are issued on behalf of the Members, and shall be issued subject to the conditions and limitations set forth in Minn. Stat. § 471.59, subd. 11. The Bonds shall be payable solely from VLAWMO's revenues including its storm water utility fees. VLAWMO may not pledge to the payment of the Bonds the full faith and credit or taxing power of the Members. No bonds, obligations or other forms of indebtedness other than the Bonds may be issued by VLAWMO without the prior consent of the Members.

SECTION IX DURATION OF THIS JOINT POWERS AGREEMENT

Subdivision 1. Duration of Agreement. Each Member agrees to be bound by the terms of this Agreement until December 31, 2026, and that it may be continued thereafter at the option of the Members. This Agreement shall be in full force and effect upon the filing of certified copy of the resolution approving said Agreement by each governmental unit.

Subdivision 2. Termination of Agreement. This agreement may be terminated prior to January 1, 2025, by the unanimous consent of the parties. If the agreement is to be terminated, a notice of the intent to dissolve the VLAWMO shall be sent to the Board of Water and Soil Resources and to Ramsey and Anoka Counties at least 90 days prior to the date of dissolution.

Subdivision 3. Dissolution. In addition to the manner provided in Subdivision 2 for termination, any member may petition the Board of Directors to dissolve the agreement. Upon 90 days' notice in writing to the clerk of each member governmental unit and to the Board of Water and Soil Resources and to Anoka and Ramsey County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Board members, the Board may by Resolution recommend that the VLAWMO be dissolved. Said Resolution shall be submitted to each member governmental unit and if ratified by three-fourths of the councils of all eligible members within 60 days, said Board shall dissolve the VLAWMO allowing a reasonable time to complete work in progress and to dispose of personal property owned by the VLAWMO.

Subdivision 4. Assets. Upon a set of findings and order for dissolution of VLAWMO by the State Board of Water and Soil Resources, all property of VLAWMO shall be transferred, either jointly or severally, to the governmental units of VLAWMO. Such transfer of VLAWMO assets may be made in proportion the total contribution of each Member as required by the last annual operating budget.

The transfer of real estate property of VLAWMO pursuant to this section shall not affect the benefits or damages for any improvement previously constructed by VLAWMO before dissolution. The real estate property affected shall remain liable for its proper share of any outstanding indebtedness of VLAWMO applying to the property before the dissolution, and levies assessment for the indebtedness continue in force until the debt is paid off.

SECTION XI EFFECTIVE DATE

Subdivision 1. Adoption of Agreement. This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all six members. Said resolution shall be filed with the Chair of the existing VLAWMO who shall notify all members in writing of its effective date and shall set the date for the next meeting to be conducted under this amended Joint Powers Agreement.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of

Minnesota Statutes, Sections 103B. 211 and 471.59.

CITY OF GEM LAKE

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF LINO LAKES

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

By _____
Chair

Dated ____/____/____

Attest _____
City Clerk

(VLAWMOJPA2007)

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT
TO PROTECT AND MANAGE THE
VADNAIS LAKE AREA WATERSHED

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THIS JOINT POWERS AGREEMENT, (“Agreement”) is made and entered into ~~as of the last date of execution~~, by and between the participating units of local government of the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear, ~~hereafter referred to as “Members” and~~ (individually ~~as a~~ “**Member**”, ~~agree to continue” and collectively the Vadnais Lake Area Water Management Organization, as a public agency.~~ “**Members**”).

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RECITALS

- A. The Vadnais Lake Area Water Management Organization (“VLAWMO”) was organized in 1983 and is located in the northeast metro area within Ramsey and Anoka counties.
- B. VLAWMO is responsible for an approximately 24.2 square mile watershed that encompasses the City of North Oaks, along with portions of the Cities of White Bear Lake, Gem Lake, Vadnais Heights, Lino Lakes, and White Bear Township and includes 17 lakes, 1 creek, and over 1000 wetlands as shown on the map maintained by VLAWMO.
- C. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. §§ 103B.201 to 103B.255) (“Act”) to plan for and manage surface water.
- D. Under the Act, one of the options available to local government units to satisfy its requirements is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- E. The Members elected to exercise their authority under the Act to adopt a joint powers agreement establishing the Vadnais Lake Area Water Management Organization (“VLAWMO”) to cooperatively manage and plan for the management of surface water within the watershed.
- F. The original joint powers agreement has been updated over time and the term of the current joint powers agreement expires on December 31, 2026.
- G. VLAWMO is funded in large part by storm sewer utility fees certified to the County Auditor and imposed by the County on properties within the watershed as authorized by special legislation adopted by the Minnesota Legislature in 2008 (2008 Minn. Laws Chap. 366, Art. 6, Sec. 47).

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- H. The Members previously acted pursuant to their authority to establish the “Vadnais Lake Area Water Management Organization Board of Directors” (“Board”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the VLAWMO.
- I. VLAWMO has also established a Technical Commission that performs a variety of functions to assist with VLAWMO’s operations and assist with developing VLAWMO’s annual budget.
- J. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with Minn. Stat. § 103B.231, Minn. R., chap. 8410, and such other law as may apply.
- K. The parties desire to enter into this Agreement to reaffirm VLAWMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chap. 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I ESTABLISHMENT AND GENERAL PURPOSE

- 1.1 The Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the “Vadnais Lake Area Water Management Organization (VLAWMO), created” pursuant to Minnesota Statutes, Section 471.59, is dependent upon the sincere desire of each Member to work cooperatively to meet the requirements of the Metropolitan Surface Water Management statute, Minnesota Statutes, Section 103B.201 et seq. (and Chapter 103D – Watershed Law), hereafter collectively referred to as the “Act”, and such other laws and rules as may apply.

It is the general purpose of the parties to this Agreement to establish an organization to:

- 1) Continue the Vadnais Lake Area Water Management Organization;
- 2) Develop and amend a water management plan; and
- 3) Operate appropriate programs including those to:
 - a) protect, preserve and use natural surface water and groundwater storage and retention systems;

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- b) ~~minimize capital expenditures necessary to correct flooding and water quality problems;~~
- e) ~~identify and plan for means to effectively protect and improve surface and groundwater quality;~~
- d) ~~establish more uniform local policies and official controls for surface and groundwater management;~~
- e) ~~prevent erosion of soil into surface water systems;~~
- f) ~~promote groundwater conservation and recharge; and~~
- g) ~~protect and enhance fish and wildlife habitat and water recreational facilities and secure other benefits associated with the proper management of surface and groundwater, and be in accordance with the Act.~~

1.2 General Purpose. The general purpose of this Agreement is to continue VLAWMO and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201 and the other provisions of the Act. The plan and programs shall operate within the boundaries of VLAWMO as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

SECTION II

VADNAIS LAKE AREA WATERSHED

~~VLAWMO~~ shall manage a watershed area in northern Ramsey County and southeastern Anoka County shown on the map set forth on Appendix A.

SECTION III DEFINITIONS

2.1 For purposes of this Agreement, Definitions. The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings as defined given them in this section.

“Agreement” means this Section:

- (a) “Agreement” ~~This Agreement developed pursuant to Minnesota Statutes, Section Minn. Stat. §§ 103B.211 & 471.59 reconstituting and which reestablishes and continues~~ the Vadnais Lake Area Water Management Organization ~~(VLAWMO).~~
- (b) “Alternate Commissioner” means the person appointed by a Member to serve as its alternate to represent the Member on the Technical Commission in the absence or disability of its appointed Commissioner.

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(c) “Alternate Director” means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Director.

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(d) “Area” —~~The~~means the boundaries of the Vadnais Lake Area Watershed as set forth on the ~~map set forth on Appendix A and hereafter referred to as the “Area”~~official map incorporated herein by reference.

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(e) “Board of Directors” or “Board” —~~The~~means the governing board of VLAWMO consisting of one elected official from each of the Members which are parties to this Agreement.

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(f) “Capital Improvement” means a physical improvement that has an extended useful life. A capital improvement is not directed toward maintenance of an in-place system during its life expectancy. A study or a research project do not constitute a capital improvement that must be included in the Watershed Management Plan.

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(g) “Capital Improvement Program” —~~A~~means an itemized program for at least a five-year prospective period, and any amendments to it, subject to at least biennial review, setting forth the schedule, timing, and details of specific contemplated capital improvements by year, together with their estimated cost, the need for each improvement, financial sources, and the financial effect that the improvements will have on the local government unit or watershed management organization.

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~~“City Council or Town Board” — The governing body of a governmental unit which is a Member to this Agreement.~~

~~“City Staff” — Persons hired by units of local government whether as an employee or an independent contractor.~~

(h) “Commissioner” —~~A~~means a person appointed by each Member to the Technical Commission.

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~~“Comprehensive Plan” or “comprehensive plan” — The meaning given it in Minnesota Statutes, Section 473.852, Subdivision 5.~~

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(i) “Director” —~~A~~means the elected official appointed by each Member as ~~its~~ representative ~~to on~~ the Board of Directors.

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~~“Governmental Unit” — Any city, town, township, county, school district, or other political subdivision or an “instrumentality of a governmental unit” as described in Minnesota Statutes, Section 471.59, Subdivision 1.~~

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~~“Local Government Unit”~~ Cities, counties and towns, not including school districts, as described in Minnesota Statutes, Section 473.852, Subd. 7.

(j) ~~“Governing Body”~~ means the city council of a Member city or the town board of the Member town.

(k) ~~“Local Water Management Plan”~~ ~~—Aor “Plan” means a plan adopted by the each of the members~~Members pursuant to Minnesota Statutes, SectionMinn. Stat. § 103B.235 and Minn. R., part 8410.0160.

(l) ~~“Member”~~ ~~—Each local governmental unit~~means each of the cities and the town that is a partyare parties to this Agreement.

(m) ~~“Special Legislation”~~ means 2008 Minn. Laws Chap. 366, Art. 6, Sec. 47, which was approved by the Members.

(n) ~~“Storm Sewer Utility” or “SSU”~~ means the public utility established by VLAWMO pursuant to the Special Legislation. The Board establishes and certifies to the County for collection within the Area a Storm Sewer Utility fee for the management of surface water.

(o) ~~“Technical Commission”~~ ~~—Aor “TEC”~~ means the commission established herein that is composed of a technically skilled personpersons, one appointed by each Member.

(p) ~~“Vadnais Lake Area Watershed”~~ ~~—The~~means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Vadnais Lake or as described in Appendix Aas shown on the official watershed map incorporated herein by reference.

(q) ~~“VLAWMO”~~ ~~—The abbreviated name of the organization created by this Agreement, the full name of which is~~means the “Vadnais Lake Area Water Management Organization” that is reestablished and continued pursuant to this Agreement.

(r) ~~“Watershed Management Plan”~~ ~~—A~~means a plan adopted by VLAWMO pursuant to Minnesota Statutes, SectionMinn. Stat. § 103B.231.

SECTION III

SECTION IV

ORGANIZATION OF VLAWMO; RESPONSIBILITIES OF MEMBERS

3.1 ~~Subdivision 1.~~ Board of Directors. ~~The governing body of the~~VLAWMO shall be ~~itsthe~~“Vadnais Lake Area Water Management Organization Board of Directors.” The Board of

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Directors is comprised of a total of six (6) Directors. The parties hereby reaffirm the establishment and continued operation of the Board of Directors, which shall carry out the purposes and have the powers as provided in this Agreement.

Subdivision 2. Appointment of Directors. Each Member shall appoint one representative, who must be an elected official, to the Board, and said representative shall be called a "Director", to serve as the Member's Director on the Board. The appointment process shall follow Minnesota Statutes, Section 103B.227, Subdivisions 1 and 2.

3.2 Subdivision 3. Term of Office. Each Director shall serve at the will and consent of the Member making the appointment Subds. 1 and for a three year term of office as follows: 2.

(a) The Appointment of Alternate Directors appointed by. Each Member shall appoint one representative to serve as the Cities of Lino Lakes and White Bear Lake and Member's Alternate Director on the Township of White Bear shall be appointed for three year terms Board. A Member's Alternate Director may attend the beginning date of which was January 1, 2013 and every three years thereafter.

(b) The Directors appointed by meetings of the Cities of North Oaks, Gem Lake and Vadnais Heights Board, but shall be appointed for a term of three years, only be allowed to vote on any matters before the beginning date of which is January 1, 2014 and every three years thereafter.

3.3 The term of office of each Director shall commence from Board in the date of their appointment and will continue until their successors are selected. A Directors appointed to fill a vacancy shall serve out absence of the remainder of the term of the same Member's Director the person succeeded.

3.4 Subdivision 4. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Director appointment. Eligible appointees must be and Alternate Director appointments. Only current elected officials and compliant with Minnesota Statutes, Section 103B.227, which, among other things, provides that local units on the governing body of government staff may not the Member are eligible to serve as a Director Member or Alternate Member.

3.5 Subdivision 5. Record Terms of Appointment. Each governmental unit Office. Directors and Alternate Directors serve three-year terms of office, which shall, within thirty (30) days following commence from the date of their appointment of and will continue until their successors are selected. Members shall notify the VLAWMO Administrator of its appointments.

3.6 Removal. Directors and Alternate Directors shall serve at the will and consent of the Members that appointed them. If a Member removes a Director or Successor Director, file a Alternate Director, it shall provide VLAWMO written notice within 10 days of the removal. The governing body of the Member shall act within 90 days to appoint an elected

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official to fill the vacancy and shall promptly provide VLAWMO written notice of such appointment.

3.7 Vacancies. A Member shall notify VLAWMO in writing within 10 days of the occurrence of a vacancy in its Director or Alternate Director positions. VLAWMO will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall comply with the Secretary-Treasurer of the Board requirements of Minn. Stat. § 103B.227, subd. 2 and appoint someone to fill the vacancy. The Member shall promptly notify VLAWMO of the appointment in writing. The appointed person shall serve the unexpired term of the position.

~~Subdivision 6. Appointment of Alternate Director.~~ One Alternate Director shall be appointed by each of the Members to this Agreement. The Alternate may attend the meetings of the Board of Directors, but only the appointed Director, or the Alternate Director in the absence of the Director, shall be allowed to vote on any matters before the Board.

3.8 ~~Subdivision 7. Appointment of Technical Commission Representative Commissioners.~~ Each Member to this Agreement shall appoint one ~~commissioner~~ Commissioner, and may also appoint one ~~alternate~~ Alternate Commissioner, to serve on the Technical Commission. A Member shall promptly appoint someone to fill a vacancy in their Commissioner or Alternate Commissioner positions.

3.9 ~~Subdivision 8. Compensation.~~ Directors, ~~Alternate Directors, and Commissioners~~ shall serve without compensation and without an expense allowance from VLAWMO. A Director may be reimbursed for out-of-pocket expenses incurred on VLAWMO business with the approval of the Board. A Member may compensate its Director ~~or, Alternate Director, Commissioner, and Alternate Commissioner~~ for ~~his/her/their~~ service, in the discretion of the Member.

~~SECTION 4~~

ORGANIZATION OF THE BOARD OF DIRECTORS

3.10 ~~Subdivision 1. Annual Meeting; Election of Officers.~~ At a meeting of the Board held no later than April of each calendar year, also known as the Annual Meeting, the Board shall elect from among the Directors a Chair, Vice Chair, ~~and a~~ Secretary-Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs ~~(“Officers”).~~ An Alternate Director may not serve as an officer of VLAWMO.

3.11 ~~Subdivision 2. Duties of Board Officers.~~

1)(a) Chair. The Chair shall preside over meetings of the Board, sign checks, and ~~in review~~ audits. In the absence of the Chair, the Vice Chair shall perform ~~this duty the Chair's~~ duties. In the absence of the Chair or Vice Chair, the Secretary-Treasurer shall ~~preside serve as the presiding officer at the Board meeting.~~ The Chair shall retain all

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rights of a Director to speak, make motions, and vote on matters coming before the Board.

~~2)(b)~~ Vice Chair. The Vice Chair shall preside at meetings when the Chair is absent and shall automatically be promoted to complete the annual term of the Chair if the then current Chair resigns or is removed from the Board.

~~3)(c)~~ Secretary-Treasurer. The Secretary-Treasurer shall maintain a record of the proceedings of the Board, be responsible for the custody of the Board's records ~~of the Board~~, see that notices are duly given, and complete such other duties as the Board may assign. The Secretary-Treasurer shall also be responsible for all monies of VLAWMO and shall periodically report the fiscal condition of VLAWMO to the Board. The Secretary-Treasurer may delegate one or more of its duties to another officer or the VLAWMO Administrator. If the duties of the Secretary-Treasurer are delegated to ~~a VLAWMO employee~~ another person, the Secretary-Treasurer shall supervise the performance of those duties.

[^]~~3.12~~ Subdivision 3. Quorum. A majority of the Members ~~present~~ shall constitute a quorum at all Board meetings. No business or decision of the Board may be made without a quorum.

[^]~~3.13~~ Subdivision 4. Meetings. Regular meetings of the Board shall be held ~~at least bi-monthly~~ on a ~~day and time selected~~ scheduled ~~adopted~~ by the Board. All meetings of the Board are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all Members, ~~provided to the~~ and public requesting this information, and follow notice requirements outlined in Minnesota Statutes, Sections shall be provided as required by Minn. Stat. § 13D.04. Meetings shall be conducted in accordance with rules adopted by the Board.

[^]~~3.14~~ Subdivision 5. Voting. Each Director shall have one (1) vote in all matters, ~~as follows coming before the Board in accordance with the following~~:

~~1)(a)~~ approval ~~Approval~~ of the proposed annual VLAWMO operating budget and the capital improvement program shall require approval of a simple majority of all Directors;

~~(b)~~ approval of capital improvement projects will require approval of two-thirds (2/3) of all Directors; and

~~3)(b)~~ approval ~~Approval~~ of all others matters will be determined by a simple majority of Directors present and voting.

[^]~~3.15~~ Subdivision 6. Committees. The Board may ~~appoint~~ establish such committees and subcommittees as it deems appropriate. At least one Board member shall be the appointed as the Chairperson of each committee and all committees shall regularly report their activities to the Board.

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3.16 Subdivision 7. Public Participation. The Board may appoint such committees and subcommittees composed of citizens as needed to provide for public participation and input in watershed activities and the responsibilities of VLAWMO. Such citizen committees shall be advisory.

SECTION ~~VII~~ RESPONSIBILITIES ~~POWERS~~ AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Subdivision 1. Policies and Procedures. The Board shall adopt rules and regulations as it deems necessary to carry out its duties and the purpose of this Agreement. Such rules and regulations may be amended from time to time in either a regular or special meeting of the Board ~~provided that notice of. No such proposed amendment has been given to each Director at least ten (10) days prior to the meeting at which shall be adopted unless the language of the proposed amendment will be included in the packet for the meeting at which it is~~ considered. These rules and regulations, after adoption, shall be recorded in the VLAWMO policy book.

4.2 Subdivision 2. Watershed Management Plan (Plan). The Board shall adopt a water management plan, as required by the Act. The Plan shall be subject to the appropriate governmental unit review as required by the Act.

4.3 Subdivision 3. Data. The Board, in order to give effect to the purposes of the Act, may:

1)(a) Acquire and record appropriate data within the Area; and

2)(b) Establish and maintain devices for acquiring and recording hydrological or other data within the Vadnais Lake Area Watershed.

4.4 Subdivision 4. Local Studies. Each Member reserves the right to conduct separate or concurrent studies on any matter under study by VLAWMO. The Member shall make every effort to coordinate its studies with the VLAWMO in order to maximize the use of resources.

4.5 Subdivision 5. Transfer of Drainage System. VLAWMO shall have the authority ~~of a watershed district under Minnesota Statutes, Chapter 103B, Chapter 103E, and other applicable law~~ to accept the transfer of drainage systems in the watershed, to repair, improve, and maintain the transferred drainage systems, and to construct all new drainage systems and improvements of existing drainage systems in the watershed. All such activities and projects shall be carried out in accordance with the powers and procedures set forth in ~~Minnesota Statutes, Chapters Minn. Stat. §§ 103B and other applicable law, 205 to 103B.255~~ and must be in conformance with the Watershed Management Plan ~~adopted pursuant to Minnesota Statutes, Chapters 103A through 103H.~~

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4.6 ~~Subdivision 6.~~ Storm Sewer Utility Fee. VLAWMO is authorized pursuant to the Special Legislation and this Agreement developed pursuant to Minn. Stat. 103B.211 to establish and impose on nonexempt properties within the Area a storm sewer utility fee pursuant to Minn. Stat. § 444.075 to pay for the management of water within the watershed. The storm sewer utility fee shall be approved by the Board and, as required by the Special Legislation, certified to the County Auditor by November 30th each year to be placed on property taxes payable in the following year.

4.7 Capital Improvements.

- (a) Authority. VLAWMO is authorized to undertake, construct, and maintain capital improvements within the Area and may cooperate with one or more Members in the construction and maintenance of such improvements.
- (b) New Capital Improvements. A proposed new capital improvement may be initiated by VLAWMO, the TEC, or by one or more Members. If the Board agrees to include the proposed capital improvement in its Capital Improvement ~~Each Program~~, it will undertake the process to include it in the Watershed Management Plan, its budget, and to work cooperatively with the affected Member ~~agrees to contribute its proportionate~~ as needed to complete the Capital Improvement.
- (c) Costs. VLAWMO may use funds budgeted by the Board for the capital improvement, as well as any funds received from grants and any other outside funding sources. If VLAWMO works cooperatively with one or more Members to construct a capital improvement, the parties will enter into a cooperative agreement that identifies the responsibilities and cost share of all approved capital improvement expenditures, which includes each party toward the project, including associated engineering, planning, legal, and administrative costs, ~~based on the benefit to be received by each Member or other entity from the improvement or management project. The Board shall submit, in writing, a statement to each Member or other entity, setting forth in detail the expenses incurred by VLAWMO for each project.~~

Capital improvement projects may be initiated either by: (1) recommendation of the VLAWMO Board to the governmental unit(s) affected; or (2) petition to the Board by the affected governmental unit. In either case, and after study and approval by two-thirds (2/3) of the Directors, the Board shall provide the affected governmental units with estimated costs and a description of the benefits to be realized by those affected and the costs to be borne based on benefit.

- (d) ~~Subdivision 7.~~ County Levy. Nothing in this Agreement limits the authority of VLAWMO to undertake capital improvements and to certify the costs to the County for collection in accordance with Minn. Stat. § 103B.251.

4.8 Water Conveyances. The Board may order any local governmental unit to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course of terminus of any ditch,

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drain, storm sewer, water course, natural or artificial, that affects the ~~Vadnais Lakes Area~~ Watershed in accordance with its adopted plans.

~~4.9 Subdivision 8.~~ Watershed Operations. The Board may order any local government unit to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works in accordance with adopted plans.

~~4.10 Subdivision 9.~~ Storm and Surface Waters. The Board shall regulate, conserve and control the use of storm and surface water within the Vadnais Lakes Area Watershed pursuant to its Watershed Management Plan.

~~4.11 Subdivision 10.~~ Entrance upon Land. To the extent permitted by Minnesota Statutes law, or with the owner's permission, the Board or its designated representatives may enter upon lands within or outside the ~~Vadnais Lakes Area~~ Watershed to make surveys and investigations to accomplish the purposes of VLAWMO and the Act.

~~4.12 Subdivision 11.~~ Legal and Technical Assistance. The Board may obtain and provide legal and technical assistance as it determines is needed, including in connection with its on-going operations and projects, as well as in matters of any litigation or, and on such other proceedings between one or more of its Members and any other political subdivision, commission, board or agency relating to the planning or construction of facilities to drain or pond storm waters within matters as the Area Board may request.

~~4.13 Subdivision 12.~~ Permits. VLAWMO shall cooperate with appropriate local, state, and federal agencies in obtaining required permits and shall review permits issued by local units of government to accomplish the purposes identified in Section I of this Agreement.

~~4.14 Subdivision 13.~~ Office. VLAWMO shall maintain an office within the Area. All notices to VLAWMO shall be mailed or delivered to such office.

~~4.15 Subdivision 14.~~ Insurance and Liability. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection. The Members agree as follows with respect to the liability of VLAWMO and the Members:

~~1)(a)~~ VLAWMO is a separate and distinct public entity to which the Members have transferred all responsibility and control for action taken pursuant to this Agreement.

~~2)(b)~~ VLAWMO shall defend and indemnify the Members, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Board ~~of Directors~~ in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, section Minn. Stat. § 466.04.

~~3)(c)~~ Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which

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the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

4)(d) To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability, as set forth in ~~Minnesota Statutes, section~~ Minn. Stat. § 471.59, subd. 1a, and provided further that for purposes of that statute, each part to this Agreement expressly declines responsibility for the acts and omissions of another Member. The Members are not liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.

5)(c) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.

4.16 ~~Subdivision 15.~~ Financial Records. The Board shall maintain the books and accounts of VLAWMO consistent with generally accepted accounting principles ~~and provide the separate accounting of operations and capital improvement projects.~~

4.17 ~~Subdivision 16.~~ Audit. The Board shall annually cause an independent certified audit of the books and accounts of VLAWMO.

4.18 ~~Subdivision 17.~~ Claims. To the extent required by Minnesota Statutes, VLAWMO shall be responsible for damages caused by it. All Minnesota Statutes governing notices of claims and limits on municipal liability shall be applicable to VLAWMO. To the extent permitted by Minnesota Statutes, VLAWMO shall be treated as a single municipal entity for municipal liability purposes.

4.19 ~~Subdivision 18.~~ Employees. The Board may employ or subcontract ~~to~~ with such persons or entities ~~as it determines are needed~~ to fulfill defined responsibilities of VLAWMO with the approval of a majority of the Board.

4.20 ~~Subdivision 19.~~ Contracts. The Board may make such contracts and enter into such agreements as necessary to fulfill its obligations under this Agreement. Any such contract or agreement shall be in accordance with the Uniform Municipal Contracting Law; ~~Minnesota Statutes, Section 471.345, the Joint Powers Act, Minnesota Statutes, Section 471.59, and or such~~ other applicable laws.

4.21 ~~Subdivision 20.~~ Annual Report to Members. The Board shall make and file a report ~~to~~ all with the administrator of ~~the~~ each Members at least once each year ~~including that includes~~ the following information:

1)(a) ~~the~~ The financial condition of VLAWMO;

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~~2)(b)~~ the status of all VLAWMO projects and work; and

~~3)(c)~~ the business transacted by VLAWMO and other matters which affect the interests of VLAWMO.

~~Copies of said report shall be transmitted to the administrator of each Member.~~

~~4.22 Subdivision 21. Records.~~ VLAWMO's books, reports and records shall be available for and open to inspection at reasonable times.

~~4.1 Subdivision 22. Other Powers. The Board may exercise such other powers necessary and incidental to the implementation of the purposes set forth herein as authorized by the Members.~~

~~Subdivision 23. Amendments to this Agreement. The Board may recommend changes in this Agreement to the Members. This Agreement may be amended only by the Agreement of each of its members.~~

SECTION VII RESPONSIBILITIES AND DUTIES OF TECHNICAL COMMISSION

~~4.23 Subdivision 1. Planning.~~

~~Duties and Responsibilities. The Board shall establish a Technical Commission (Commission) that will provide technical expertise for the planning and operation of VLAWMO programs and projects. This Commission through the VLAWMO Administrator and other VLAWMO employees shall administer the day to day operations of VLAWMO. The VLAWMO Administrator shall serve as a non-voting member of the Commission. Each Member shall appoint a representative, who will be known as Commissioner, and an alternate to the Commission.~~

~~Subdivision 2. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Commission appointment, following guidelines promulgated by the Board.~~

~~Subdivision 3. Technical Commission Officers. The Board shall annually appoint a Chair from among the Commissioners. At the first meeting of the Commission each calendar year, the Commission shall elect from among the Commissioners a Vice Chair and Secretary, and such other officers as it deems necessary to conduct its meetings and affairs. An Alternate Commissioner may not serve as an officer of the Commission.~~

~~Subdivision 4. Meetings. Regular monthly meetings of the Commission shall be held on a day and time selected by the Commissioners. All meetings of the Commission are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all~~

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commissioners, and provided to the public requesting this information, and follow notice requirements outlined in Minnesota Statutes, Section 13D.04. Meetings shall be conducted in accordance with the latest version of Roberts Rules of Order. ~~Each Commissioner shall have one vote.~~

A majority of the Commissioners present shall constitute a quorum at all Commission meetings. In the absence of a quorum, a scheduled meeting shall be opened, re-scheduled and adjourned.

(a) ~~Subdivision 5.~~ Watershed Management Plan (Plan). ~~The Commission~~ VLAWMO shall prepare and/or update a water management plan, as required by the Act. The Plan, either a new one or an updated one, shall be recommended to the Board of ~~Directors~~ for approval. The Plan shall be compliant with Minnesota Statutes, Ch. Minn. Stat., chap. 103B ~~as it may be amended~~ and applicable Minnesota Rules. The Plan shall be subject to the appropriate governmental unit review as required by the Act. ▲

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(b) ~~Subdivision 6.~~ Local Water Management Plan. After the adoption of a new or revised watershed management plan, each Member and any other local government unit within the Area shall review its local water management plan for changes needed for it to be consistent with the new or revised Watershed Management Plan. Each local water management plan shall ~~include shall~~ be consistent with the Plan and state law. After consideration, but before adoption of a new or revised local water management plan ~~by the governmental unit~~, each Member ~~or any other governmental units in the Area~~ shall submit its water management plan to the Board. The Board shall within sixty (60) days approve or disapprove the plan or parts thereof. If the Board fails to complete its review within the prescribed period, and unless an extension is agreed to by the Member ~~or other local governmental unit~~, the local plan shall be deemed approved consistent with applicable state laws. ▲

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4.24 Other Powers. The Board may exercise such other powers necessary and incidental to the implementation of the purposes set forth herein as authorized by the Members. ▲

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4.25 Special Tax District. Nothing in this Agreement limits the authority of a Member to establish a special tax district pursuant to its authority under Minn. Stat. 103B.245 or such other law as may apply.

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4.26 Amendments to this Agreement. The Board may recommend changes in this Agreement to the Members. This Agreement may be amended only by the agreement of all of its Members.

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SECTION V RESPONSIBILITIES AND DUTIES OF TECHNICAL COMMISSION

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▲ Subdivision 7. Appeals of Decisions and Recommendations of the Commission. Members shall comply with Commission's determinations as to the force and effect of the Watershed

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Management Plan, the Local Water Management Plans and any cost allocations for improvements initiated pursuant to these plans.

Any governmental unit which disputes a determination of the Commission as to force and effect of the Watershed Management Plan, any Local Water Management Plan, or the cost allocations for improvements, initiated pursuant to these plans, may appeal the recommendation or decision to the Board within thirty (30) days of receipt of such written notice of such determination.

Should the appeal not be completed to the satisfaction of all parties, a party may submit the dispute to arbitration. Arbitration shall be conducted in the following manner:

- 1) A governmental unit shall have thirty (30) days from receipt of the written decision on the appeal by the Board to submit a dispute to arbitration by giving written notice to an officer of the Board;
- 2) The Board of Arbitration shall consist of three Members, one appointed by the governmental unit initiating the arbitration, one appointed by the Board and one appointed by the Chief Administrative Law Judge of the State of Minnesota, if willing to do so and if not, by the Chief Judge of the Ramsey County District Court. The third member so appointed shall preside at the arbitration hearing;
- 3) The arbitration cost of the neutral arbitrator shall be divided equally between VLAWMO and the government unit initiating the arbitration; and
- 4) Arbitration shall be conducted in accordance with the Uniform Arbitration Act (Minnesota Statutes, Chapter 572), except as modified above.

Subdivision 8. Other Duties. The Commission shall exercise such other duties necessary and incidental to the implementation of the purposes set forth herein as authorized by the Board.

SECTION VIII

5.1 Establishment. The Board has established, and shall maintain, a Technical Commission ("TEC") that provides technical expertise for the planning and operation of VLAWMO programs and projects. Each Member shall appoint one Commissioner and one Alternate Commissioner to serve on the TEC. Each Member shall determine the eligibility or qualification standards for its TEC appointments, following guidelines promulgated by the Board. The VLAWMO Administrator shall serve as a non-voting member of VLAWMO.

5.2 Duties and Responsibilities. The TEC, through the VLAWMO Administrator and other VLAWMO employees, shall administer the day-to-day operations of VLAWMO and shall review VLAWMO expenditures. The TEC has the authority to review and approve VLAWMO's monthly expenditures and may approve capital improvements in accordance with a policy adopted by the Board. The Board may assign additional duties and responsibilities to the TEC as it may determine are appropriate.

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5.3 Technical Commission Officers. At the first meeting of the TEC each calendar year the Commissioners shall appoint from among its members a Chair, Vice-Chair, Financial Officer, and Liaison to the Board. The TEC shall assign duties to the officers as it deems appropriate. An Alternate Commissioner may not serve as an officer of the TEC.

5.4 Meetings. Regular monthly meetings of the TEC shall be held on a day and time selected by the Commissioners. All meetings of VLAWMO are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all Commissioners, and provided to the public requesting this information, and follow notice requirements outlined in Minn. Stat. § 13D.04. Meetings shall be conducted in accordance with the rules adopted by the TEC or, if a specific set of rules has not been adopted, then the latest version of Roberts Rules of Order. Each Commissioner shall have one vote. A majority of the Commissioners present shall constitute a quorum at all TEC meetings. In the absence of a quorum, a scheduled meeting shall be opened, re-scheduled, and adjourned.

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SECTION VI FINANCING VLAWMO

6.1 Subdivision 1. Annual Operating Budget. On or before September 1st of each year, The annual VLAWMO budget, which includes both operational costs and capital improvement costs, shall be developed and approved as provided in this section.

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(a) Staff Prepares Draft. VLAWMO staff shall work with the Board shall appropriate Member staff to prepare a preliminary draft long range budget, which shall include the proposed annual operating budget for the following calendar year. The budget shall provide funds to operate VLAWMO for the next calendar year. The proposed operating budget upcoming year and the sources for these funds shall be proposed SSU rates.

(b) Budget Subcommittee Recommendation. VLAWMO staff shall present the preliminary draft budget to the budget subcommittee. The budget subcommittee is responsible for reviewing and making a recommendation to the Board regarding the proposed budget and the SSU rates.

(c) Budget Approval. The Board shall consider the annual budget as recommended for by the budget subcommittee and act on the annual budget. The Board may modify the annual budget proposed by the budget subcommittee. This review and approval to the Members of the annual budget typically occurs at the June Board meeting, but can occur at a different meeting as the Board may determine is appropriate.

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(d) SSU Rate Approval. The Board shall consider and act to approve the SSU rates. This review and approval typically occurs at the August Board meeting, but can occur at a different meeting as the Board may determine is appropriate.

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(e) SSU Charge Certification. The Board shall act by November 1st each year to certify the SSU charges to the County Auditor for collection on the upcoming year's property taxes.

(f) Final Budget Approval. The Board shall act to approve the final budget for the upcoming year before December 31st each year.

6.2 Funding. The annual operating budget may be funded by one or more of the following:

(a) The primary source of funding for the annual budget is the SSU charges imposed on properties within the watershed each year pursuant to the special legislation.

(b) VLAWMO may also receive grants to help fund specific capital improvements.

(a) ~~If An authorized special tax levy authorized by the State of Minnesota for an amount approved by the Members;~~

(b) ~~VLAWMO operates Storm Water Utility authorized by the State of Minnesota and approved by the Members;~~

(c) ~~Annual payment from each governmental unit party to this agreement and other entities based on an annual assessment as determined in Subdivision 2 in this Section; and~~

(d) ~~Service fees, grants, interest or other funding sources as available.~~

Each Member shall pay its annual assessment in the following manner:

1) ~~The entire amount shall be due by January 31st of the year due; or~~

2) ~~One half (1/2) of each Members entire amount shall be due by January 31 of the year due and the second one half (1/2) of the entire amount shall be due by August 31 of the year due.~~

~~Failure to pay the required amounts by the due dates will cause a one percent (1%) per month service fee to be added to the unpaid amount due.~~

~~Subdivision 2. Budget Meeting and Approval.~~ ~~The proposed annual Operating and Capital Improvement budget for the next calendar year shall be prepared by September 1 each calendar year.~~

~~Subdivision 3. Annual Assessment for Services.~~

(c) The annual contribution of each Member or other entity the funds collected from the SSU charges and grants are not sufficient to fully fund an approved budget, the Board

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may exercise any other authority available to it under law to fund the budget including, but not limited, Member assessments.

6.3 Member Assessments.

(a) Authorized. A Member assessment may be imposed to cover an anticipated shortfall in VLAWMO's annual budget. A Member assessment amount shall be calculated using the formula set out in this section. At least 10 days prior to the meeting at which the Board considers acting on a proposed Member assessment, VLAWMO shall provide each Member written notice of the proposed Member assessment that identifies the amount to be paid by each Member. Members shall be given an opportunity to be heard at the meeting before the Board acts on the Member assessment. A Member assessment must be approved by at least a 2/3 majority of the full Board by no later than September 1st for collection in the following year. If approved, VLAWMO shall notify each Member in writing of the approved Member assessment amount.

(b) Formula. To the extent a Member assessment is established, it shall be calculated based upon the following formula:

~~4)(1)~~ Forty percent (40%) based upon the assessed valuation of all real property of each government unit within the Area;

~~2)(2)~~ Forty percent (40%) based upon the total area of the property within each governmental unit with the Area; and

~~3)(3)~~ Twenty percent (20%) based upon the population of each governmental unit within the Area.

(c) ~~Subdivision 4.~~ Payment. Each Member shall pay its Member assessment amount: (1) no later than January 31st in the year in which it is due; or pay one-half (1/2) of the assessment by January 31st of the year due and pay the second one-half (1/2) of the assessment by August 31st of the year due. If a Member fails to pay its assessment by the applicable due dates, it will be required to pay a one percent (1%) per month service on the unpaid amount due.

6.4 Capital Improvement ~~Projects~~ Program and Funding. On or before July 1 of each

(a) Preparation. Each year the Board shall prepare a ~~capital improvements program~~ Capital Improvement Program and budget for ~~projects~~ Capital Improvements anticipated to be started or completed in the following year as described in the ~~Water~~ Watershed Management Plan. Each proposed ~~project~~ Capital Improvement shall be ~~described specifically identified~~ and its estimated cost and time for completion shall be provided. Only ~~projects described~~ Capital Improvements included in the Watershed

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Management Plan, or its amendments, may be included in the capital improvement budget.

Funding in the capital improvement budget shall be calculated as follows:

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(a) ~~If money raised by the Special tax levies to be used for Capital Projects, the Members shall be provided the opportunity to review and approve the amount of the tax levy that will be used for Capital Projects within sixty (60) days of receipt of the Board's Capital Improvement Budget;~~

(b) ~~If a capital project is to, Capital Improvements may be funded wholly or in part by a combination of funds budgeted by VLAWMO as part of its annual budget, grants received by VLAWMO, and expenditures made directly by one or more governmental unit(s), they will be provided the opportunity to review and approve or disapprove Members. For jointly funded projects, VLAWMO shall agree in writing with the capital improvement budget within sixty (60) days of receipt of Members making direct contributions toward the Board's Capital Improvement Budget; and~~

~~2)(a) If service fees, grants, interest or other funding sources are available the source and amounts of such funds shall be shown funding and~~

(b) ~~If the capital improvement budget is approved, as provided above, each governmental unit shall contribute its budgeted share of the cost of responsibilities toward constructing said capital improvement projects and maintaining the Capital Improvement.~~

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6.5 Subdivision 5. Governmental Unit Financing. Members may establish a watershed management tax district in the Area for the purpose of paying costs of the engineering and planning required to develop a watershed management plan for the Area. After the plan is adopted and approved, a tax district may be established for the purpose of paying capital costs of projects described in the plan (including normal and routine maintenance of projects). If required, the tax district shall be established by ordinance adopted after a hearing by a local government unit, following provisions of ~~Minnesota Statutes, Chapter~~ Minn. Stat., chap. 103B.

6.6 Subdivision 6. Reserve Funds. The Board may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Board not currently needed for its operations in the manner and subject to the laws of Minnesota applicable to statutory cities. Any and all reserve funds must be clearly indicated on the annual financial audit provided to the Members.

6.7 Subdivision 7. Gifts; Grants; Loans. VLAWMO may, within the scope of this Agreement, accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization or any person or entity for the purposes described herein; may enter into

any reasonable agreement required in connection therewith, shall comply with any laws or regulations applicable thereto, and may hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement related thereto.

6.8 Subdivision 8. Disbursements. ~~All~~ VLAWMO disbursements on budget items shall be reviewed and approved by the Technical Committee. A report of all disbursements shall be sent to the Board's Secretary-Treasurer of the Board and the finance officer of the Technical Commission and the TEC's Finance Officer for review, and a copy provided to the Board. Checks issued by VLAWMO shall have two signatures. Officers and be signed by the VLAWMO Administrator may be authorized to sign checks. An Officers and the Board Chair. The Secretary-Treasurer shall maintain a bond ~~shall be maintained by VLAWMO~~ in the amount of at least \$10,000. VLAWMO will be responsible for paying the premium on said bond.

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6.9 Subdivision 9. Revenue Bonds to Secure MPCA Loan. VLAWMO is given express authority to issue revenue bonds in a principal amount not to exceed \$800,000 (the "Bonds") to secure the Loan to finance the Project. The term "Bonds" shall also include bonds issued to refund and refinance the Bonds. As provided in Minn. Stat. § 471.59, subd. 11, the Bonds shall be revenue obligations of VLAWMO which are issued on behalf of the Members, and shall be issued subject to the conditions and limitations set forth in Minn. Stat. § 471.59, subd. 11. The Bonds shall be payable solely from VLAWMO's revenues including its storm water utility fees. VLAWMO may not pledge to the payment of the Bonds the full faith and credit or taxing power of the Members. No bonds, obligations or other forms of indebtedness other than the Bonds may be issued by VLAWMO without the prior consent of the Members.

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SECTION ~~IX~~ VII DURATION OF THIS JOINT POWERS AGREEMENT

7.1 Subdivision 1. Duration of Agreement. Each Member agrees to be bound by the terms of this Agreement until December 31, ~~2026~~2046, and that it may be continued thereafter at the option of the Members. This Agreement shall be in full force and effect upon the filing of certified copy of the resolution approving said Agreement by each ~~governmental unit~~ Member.

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7.2 Subdivision 2. Termination of Agreement. This agreement may be terminated prior to ~~January 1, 2025~~ December 31, 2046, by the unanimous consent of the parties. If the agreement is to be terminated, a notice of the intent to dissolve the VLAWMO shall be sent to the Board of Water and Soil Resources and to Ramsey and Anoka Counties at least 90 days prior to the date of dissolution.

7.3 Subdivision 3. Dissolution. In addition to ~~the manner provided in Subdivision 2 for~~ termination as provided above, any ~~member~~ Member may petition the Board of Directors to dissolve ~~the agreement~~ this Agreement. Upon ~~ninety~~ (90) days' notice in writing to the clerk of each ~~member governmental unit and to~~ Member, the Board of Water and Soil

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Resources, and to Anoka and Ramsey County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Board members, the Board may by Resolution recommend that the VLAWMO be dissolved. Said Resolution shall be submitted to each member governmental unit and if ratified by three-fourths of the ~~councils governing bodies~~ of all eligible ~~members~~ Members within ~~sixty~~ (60) days, said Board shall dissolve the VLAWMO allowing a reasonable time to complete work in progress, pay any outstanding obligations, and to dispose of personal property owned by the VLAWMO.

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Subdivision 4. ~~Assets.~~ Upon a set of findings and order for dissolution of VLAWMO by the State Board of Water and Soil Resources, all property of VLAWMO shall be transferred, either jointly or severally, to the ~~governmental units of VLAWMO~~ Members. Such transfer of VLAWMO assets may be made in proportion the total contribution of each Member as required by the last annual operating budget.

7.4 The transfer of real estate property of VLAWMO pursuant to this section shall not affect the benefits or damages for any improvement previously constructed by VLAWMO before dissolution. The real estate property affected shall remain liable for its proper share of any outstanding indebtedness of VLAWMO applying to the property before the dissolution, and levies ~~assessment~~ assessed for the indebtedness continue in force until the debt is paid off.

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SECTION VIII

SECTION XI **EFFECTIVE DATE**

Subdivision 1. MISCELLANEOUS PROVISIONS

8.1 Adoption of Agreement. This ~~agreement~~ Agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all six members. Said resolution shall be filed with the Chair of the existing VLAWMO who shall notify all ~~members~~ Members in writing of its effective date and shall set the date for the next meeting to be conducted under this ~~amended Joint Powers~~ Agreement.

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8.2 Dispute Resolution. The Members agree that any dispute that cannot be resolved by discussions among the Board and a Member shall be submitted to mediation. The mediation shall be conducted in accordance with a process agreed to by the parties. If the parties are not able to mutually agree on a mediator, each party shall select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator. If the dispute is not resolved in mediation, the parties may agree to submit the dispute to binding arbitration or either party may pursue any options available to it under law to seek a resolution of the dispute.

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- 8.3 Data Practices. VLAWMO shall comply with the requirements of Minn. Stat., chap. 13, the Minnesota Government Data Practices Act. Any entity with which VLAWMO contracts is required to comply with the Act as provided in Minn. Stat. § 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with VLAWMO to respond to it.
- 8.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.
- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding VLAWMO and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.
- 8.8 Examination of Books. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.
- 8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 8.11 Notice. To the extent this Agreement requires a notice to be mailed to a Member, the

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notice requirement may be satisfied by VLAWMO emailing the notice to its primary contact for the Member.

8.12 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this ~~agreement~~Agreement to be executed in accordance with the authority of ~~Minnesota Statutes, Sections~~Minn. Stat. §§ 103B.-211 and 471.59.

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CITY OF GEM LAKE

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF LINO LAKES

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

By _____
Chair

Dated ____/____/____

Attest _____
City Clerk

~~(VLAWMOJPA2007)~~

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VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and between the participating units of local government of the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear (individually a “**Member**” and collectively the “**Members**”).

RECITALS

- A. The Vadnais Lake Area Water Management Organization (“**VLAWMO**”) was organized in 1983 and is located in the northeast metro area within Ramsey and Anoka counties.
- B. VLAWMO is responsible for an approximately 24.2 square mile watershed that encompasses the City of North Oaks, along with portions of the Cities of White Bear Lake, Gem Lake, Vadnais Heights, Lino Lakes, and White Bear Township and includes 17 lakes, 1 creek, and over 1000 wetlands as shown on the map maintained by VLAWMO.
- C. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. §§ 103B.201 to 103B.255) (“**Act**”) to plan for and manage surface water.
- D. Under the Act, one of the options available to local government units to satisfy its requirements is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- E. The Members elected to exercise their authority under the Act to adopt a joint powers agreement establishing the Vadnais Lake Area Water Management Organization (“**VLAWMO**”) to cooperatively manage and plan for the management of surface water within the watershed.
- F. The original joint powers agreement has been updated over time and the term of the current joint powers agreement expires on December 31, 2026.
- G. VLAWMO is funded in large part by storm sewer utility fees certified to the County Auditor and imposed by the County on properties within the watershed as authorized by special legislation adopted by the Minnesota Legislature in 2008 (2008 Minn. Laws Chap. 366, Art. 6, Sec. 47).
- H. The Members previously acted pursuant to their authority to establish the “Vadnais Lake Area Water Management Organization Board of Directors” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the VLAWMO.

- I. VLAWMO has also established a Technical Commission that performs a variety of functions to assist with VLAWMO's operations and assist with developing VLAWMO's annual budget.
- J. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with Minn. Stat. § 103B.231, Minn. R., chap. 8410, and such other law as may apply.
- K. The parties desire to enter into this Agreement to reaffirm VLAWMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chap. 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I ESTABLISHMENT AND GENERAL PURPOSE

- 1.1 Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the "Vadnais Lake Area Water Management Organization" pursuant to the Act and such other laws and rules as may apply.
- 1.2 General Purpose. The general purpose of this Agreement is to continue VLAWMO and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201 and the other provisions of the Act. The plan and programs shall operate within the boundaries of VLAWMO as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

SECTION II DEFINITIONS

- 2.1 Definitions. The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.
 - (a) "Agreement" means this Agreement developed pursuant to Minn. Stat. §§ 103B.211 & 471.59 and which reestablishes and continues the Vadnais Lake Area Water Management Organization.

- (b) “Alternate Commissioner” means the person appointed by a Member to serve as its alternate to represent the Member on the Technical Commission in the absence or disability of its appointed Commissioner.
- (c) “Alternate Director” means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Director.
- (d) “Area” means the boundaries of the Vadnais Lake Area Watershed as set forth on the official map incorporated herein by reference.
- (e) “Board of Directors” or “Board” means the governing board of VLAWMO consisting of one elected official from each of the Members which are parties to this Agreement.
- (f) “Capital Improvement” means a physical improvement that has an extended useful life. A capital improvement is not directed toward maintenance of an in-place system during its life expectancy. A study or a research project do not constitute a capital improvement that must be included in the Watershed Management Plan.
- (g) “Capital Improvement Program” means an itemized program for at least a five-year prospective period, and any amendments to it, subject to at least biennial review, setting forth the schedule, timing, and details of specific contemplated capital improvements by year, together with their estimated cost, the need for each improvement, financial sources, and the financial effect that the improvements will have on the local government unit or watershed management organization.
- (h) “Commissioner” means a person appointed by each Member to the Technical Commission.
- (i) “Director” means the elected official appointed by each Member as its representative on the Board of Directors.
- (j) “Governing Body” means the city council of a Member city or the town board of the Member town.
- (k) “Local Water Management Plan” or “Plan” means a plan adopted by the each of the Members pursuant to Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.
- (l) “Member” means each of the cities and the town that are parties to this Agreement.
- (m) “Special Legislation” means 2008 Minn. Laws Chap. 366, Art. 6, Sec. 47, which was approved by the Members.

- (n) “Storm Sewer Utility” or “SSU” means the public utility established by VLAWMO pursuant to the Special Legislation. The Board establishes and certifies to the County for collection within the Area a Storm Sewer Utility fee for the management of surface water.
- (o) “Technical Commission” or “TEC” means the commission established herein that is composed of technically skilled persons, one appointed by each Member.
- (p) “Vadnais Lake Area Watershed” means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Vadnais Lake as shown on the official watershed map incorporated herein by reference.
- (q) “VLAWMO” means the “Vadnais Lake Area Water Management Organization” that is reestablished and continued pursuant to this Agreement.
- (r) “Watershed Management Plan” means a plan adopted by VLAWMO pursuant to Minn. Stat. § 103B.231.

SECTION III ORGANIZATION OF VLAWMO

- 3.1 Board of Directors. The governing body of VLAWMO shall be the “Vadnais Lake Area Water Management Organization Board of Directors.” The Board of Directors is comprised of a total of six (6) Directors. The parties hereby reaffirm the establishment and continued operation of the Board of Directors, which shall carry out the purposes and have the powers as provided in this Agreement.
- 3.2 Appointment of Directors. Each Member shall appoint one representative to serve as the Member’s Director on the Board. The appointment process shall comply with the requirements in Minn. Stat. § 103B.227, subs. 1 and 2.
- 3.3 Appointment of Alternate Directors. Each Member shall appoint one representative to serve as the Member’s Alternate Director on the Board. A Member’s Alternate Director may attend the meetings of the Board, but shall only be allowed to vote on any matters before the Board in the absence of the same Member’s Director.
- 3.4 Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Director and Alternate Director appointments. Only current elected officials on the governing body of the Member are eligible to serve as a Member or Alternate Member.
- 3.5 Terms of Office. Directors and Alternate Directors serve three-year terms of office, which shall commence from the date of their appointment and will continue until their successors are selected. Members shall notify the VLAWMO Administrator of its appointments.
- 3.6 Removal. Directors and Alternate Directors shall serve at the will and consent of the Members that appointed them. If a Member removes a Director or Alternate Director, it

shall provide VLAWMO written notice within 10 days of the removal. The governing body of the Member shall act within 90 days to appoint an elected official to fill the vacancy and shall promptly provide VLAWMO written notice of such appointment.

- 3.7 Vacancies. A Member shall notify VLAWMO in writing within 10 days of the occurrence of a vacancy in its Director or Alternate Director positions. VLAWMO will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall comply with the requirements of Minn. Stat. § 103B.227, subd. 2 and appoint someone to fill the vacancy. The Member shall promptly notify VLAWMO of the appointment in writing. The appointed person shall serve the unexpired term of the position.
- 3.8 Appointment of Technical Commission Commissioners. Each Member to this Agreement shall appoint one Commissioner, and may also appoint one Alternate Commissioner, to serve on the Technical Commission. A Member shall promptly appoint someone to fill a vacancy in their Commissioner or Alternate Commissioner positions.
- 3.9 Compensation. Directors, Alternate Directors, and Commissioners shall serve without compensation and without an expense allowance from VLAWMO. A Director may be reimbursed for out-of-pocket expenses incurred on VLAWMO business with the approval of the Board. A Member may compensate its Director, Alternate Director, Commissioner, and Alternate Commissioner for their service, in the discretion of the Member.
- 3.10 Annual Meeting; Election of Officers. At a meeting of the Board held no later than April of each calendar year, also known as the Annual Meeting, the Board shall elect from among the Directors a Chair, Vice Chair, a Secretary-Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. An Alternate Director may not serve as an officer of VLAWMO.
- 3.11 Duties of Board Officers.
- (a) Chair. The Chair shall preside over meetings of the Board, sign checks, and review audits. In the absence of the Chair, the Vice Chair shall perform the Chair's duties. In the absence of the Chair or Vice Chair, the Secretary-Treasurer shall serve as the presiding officer at the Board meeting. The Chair shall retain all rights of a Director to speak, make motions, and vote on matters coming before the Board.
 - (b) Vice Chair. The Vice Chair shall preside at meetings when the Chair is absent and shall automatically be promoted to complete the annual term of the Chair if the then current Chair resigns or is removed from the Board.
 - (c) Secretary-Treasurer. The Secretary-Treasurer shall maintain a record of the proceedings of the Board, be responsible for the custody of the Board's records, see that notices are duly given, and complete such other duties as the Board may assign. The Secretary-Treasurer shall also be responsible for all monies of VLAWMO and shall periodically report the fiscal condition of VLAWMO to the Board. The

Secretary-Treasurer may delegate one or more of its duties to another officer or the VLAWMO Administrator. If the duties of the Secretary-Treasurer are delegated to another person, the Secretary-Treasurer shall supervise the performance of those duties.

- 3.12 Quorum. A majority of the Members shall constitute a quorum at all Board meetings. No business or decision of the Board may be made without a quorum.
- 3.13 Meetings. Regular meetings of the Board shall be held on a scheduled adopted by the Board. All meetings of the Board are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all Members and public notice shall be provided as required by Minn. Stat. § 13D.04. Meetings shall be conducted in accordance with rules adopted by the Board.
- 3.14 Voting. Each Director shall have one (1) vote in all matters coming before the Board in accordance with the following:
- (a) Approval of the proposed annual VLAWMO operating budget and the capital improvement program shall require approval of a simple majority of all Directors;
 - (b) Approval of all others matters will be determined by a simple majority of Directors present and voting.
- 3.15 Committees. The Board may establish such committees and subcommittees as it deems appropriate. At least one Board member shall be the appointed as the Chairperson of each committee and all committees shall regularly report their activities to the Board.
- 3.16 Public Participation. The Board may appoint such committees and subcommittees composed of citizens as needed to provide for public participation and input in watershed activities and the responsibilities of VLAWMO. Such citizen committees shall be advisory.

SECTION IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 4.1 Policies and Procedures. The Board shall adopt rules and regulations as it deems necessary to carry out its duties and the purpose of this Agreement. Such rules and regulations may be amended from time to time in either a regular or special meeting of the Board. No such amendment shall be adopted unless the language of the proposed amendment is included in the packet for the meeting at which it is considered. These rules and regulations, after adoption, shall be recorded in the VLAWMO policy book.
- 4.2 Watershed Management Plan (Plan). The Board shall adopt a water management plan, as required by the Act. The Plan shall be subject to the appropriate governmental unit review as required by the Act.

- 4.3 Data. The Board, in order to give effect to the purposes of the Act, may:
- (a) Acquire and record appropriate data within the Area; and
 - (b) Establish and maintain devices for acquiring and recording hydrological or other data within the Vadnais Lake Area Watershed.
- 4.4 Local Studies. Each Member reserves the right to conduct separate or concurrent studies on any matter under study by VLAWMO. The Member shall make every effort to coordinate its studies with the VLAWMO in order to maximize the use of resources.
- 4.5 Transfer of Drainage System. VLAWMO shall have the authority to accept the transfer of drainage systems in the watershed, to repair, improve, and maintain the transferred drainage systems, and to construct all new drainage systems and improvements of existing drainage systems in the watershed. All such activities and projects shall be carried out in accordance with the powers and procedures set forth in Minn. Stat. §§ 103B.205 to 103B.255 and must be in conformance with the Watershed Management Plan.
- 4.6 Storm Sewer Utility Fee. VLAWMO is authorized pursuant to the Special Legislation and this Agreement developed pursuant to Minn. Stat. 103B.211 to establish and impose on nonexempt properties within the Area a storm sewer utility fee pursuant to Minn. Stat. § 444.075 to pay for the management of water within the watershed. The storm sewer utility fee shall be approved by the Board and, as required by the Special Legislation, certified to the County Auditor by November 30th each year to be placed on property taxes payable in the following year.
- 4.7 Capital Improvements.
- (a) Authority. VLAWMO is authorized to undertake, construct, and maintain capital improvements within the Area and may cooperate with one or more Members in the construction and maintenance of such improvements.
 - (b) New Capital Improvements. A proposed new capital improvement may be initiated by VLAWMO, the TEC, or by one or more Members. If the Board agrees to include the proposed capital improvement in its Capital Improvement Program, it will undertake the process to include it in the Watershed Management Plan, its budget, and to work cooperatively with the affected Member as needed to complete the Capital Improvement.
 - (c) Costs. VLAWMO may use funds budgeted by the Board for the capital improvement, as well as any funds received from grants and any other outside funding sources. If VLAWMO works cooperatively with one or more Members to construct a capital improvement, the parties will enter into a cooperative agreement that identifies the responsibilities and cost share of each party toward the project, including associated engineering, planning, legal, and administrative costs.

- (d) County Levy. Nothing in this Agreement limits the authority of VLAWMO to undertake capital improvements and to certify the costs to the County for collection in accordance with Minn. Stat. § 103B.251.
- 4.8 Water Conveyances. The Board may order any local governmental unit to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course of terminus of any ditch, drain, storm sewer, water course, natural or artificial, that affects the Watershed in accordance with its adopted plans.
- 4.9 Watershed Operations. The Board may order any local government unit to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works in accordance with adopted plans.
- 4.10 Storm and Surface Waters. The Board shall regulate, conserve and control the use of storm and surface water within the Vadnais Lakes Area Watershed pursuant to its Watershed Management Plan.
- 4.11 Entrance upon Land. To the extent permitted by law, or with the owner's permission, the Board or its designated representatives may enter upon lands within or outside the Watershed to make surveys and investigations to accomplish the purposes of VLAWMO and the Act.
- 4.12 Legal and Technical Assistance. The Board may obtain and provide legal and technical assistance as it determines is needed, including in connection with its on-going operations and projects, any litigation, and on such other matters as the Board may request.
- 4.13 Permits. VLAWMO shall cooperate with appropriate local, state, and federal agencies in obtaining required permits and shall review permits issued by local units of government to accomplish the purposes identified in Section I of this Agreement.
- 4.14 Office. VLAWMO shall maintain an office within the Area. All notices to VLAWMO shall be mailed or delivered to such office.
- 4.15 Insurance and Liability. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection. The Members agree as follows with respect to the liability of VLAWMO and the Members:
- (a) VLAWMO is a separate and distinct public entity to which the Members have transferred all responsibility and control for action taken pursuant to this Agreement.
 - (b) VLAWMO shall defend and indemnify the Members, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minn. Stat. § 466.04.

- (c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
 - (d) To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability, as set forth in Minn. Stat. § 471.59, subd. 1a, and provided further that for purposes of that statute, each part to this Agreement expressly declines responsibility for the acts and omissions of another Member. The Members are not liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.
 - (e) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
- 4.16 Financial Records. The Board shall maintain the books and accounts of VLAWMO consistent with generally accepted accounting principles.
- 4.17 Audit. The Board shall annually cause an independent certified audit of the books and accounts of VLAWMO.
- 4.18 Claims. To the extent required by Minnesota Statutes, VLAWMO shall be responsible for damages caused by it. All Minnesota Statutes governing notices of claims and limits on municipal liability shall be applicable to VLAWMO. To the extent permitted by Minnesota Statutes, VLAWMO shall be treated as a single municipal entity for municipal liability purposes.
- 4.19 Employees. The Board may employ or subcontract with such persons or entities as it determines are needed to fulfill defined responsibilities of VLAWMO with the approval of a majority of the Board.
- 4.20 Contracts. The Board may make such contracts and enter into such agreements as necessary to fulfill its obligations under this Agreement. Any such contract or agreement shall be in accordance with the Uniform Municipal Contracting Law or such other applicable laws.
- 4.21 Annual Report to Members. The Board shall make and file a report with the administrator of each Members at least once each year that includes the following information:
- (a) The financial condition of VLAWMO;
 - (b) The status of all VLAWMO projects and work; and

- (c) The business transacted by VLAWMO and other matters which affect the interests of VLAWMO.

4.22 Records. VLAWMO's books, reports and records shall be available for and open to inspection at reasonable times.

4.23 Planning.

- (a) Watershed Management Plan (Plan). VLAWMO shall prepare and/or update a water management plan as required by the Act. The Plan, either a new one or an updated one, shall be recommended to the Board for approval. The Plan shall be compliant with Minn. Stat., chap. 103B and applicable Minnesota Rules. The Plan shall be subject to the appropriate governmental unit review as required by the Act.
- (b) Local Water Management Plan. After the adoption of a new or revised watershed management plan, each Member and any other local government unit within the Area shall review its local water management plan for changes needed for it to be consistent with the new or revised Watershed Management Plan. Each local water management plan shall be consistent with the Plan and state law. After consideration, but before adoption of a new or revised local water management plan, each Member shall submit its water management plan to the Board. The Board shall within sixty (60) days approve or disapprove the plan or parts thereof. If the Board fails to complete its review within the prescribed period, and unless an extension is agreed to by the Member, the local plan shall be deemed approved consistent with applicable state laws.

4.24 Other Powers. The Board may exercise such other powers necessary and incidental to the implementation of the purposes set forth herein as authorized by the Members.

4.25 Special Tax District. Nothing in this Agreement limits the authority of a Member to establish a special tax district pursuant to its authority under Minn. Stat. 103B.245 or such other law as may apply.

4.26 Amendments to this Agreement. The Board may recommend changes in this Agreement to the Members. This Agreement may be amended only by the agreement of all of its Members.

SECTION V RESPONSIBILITIES AND DUTIES OF TECHNICAL COMMISSION

5.1 Establishment. The Board has established, and shall maintain, a Technical Commission ("TEC") that provides technical expertise for the planning and operation of VLAWMO programs and projects. Each Member shall appoint one Commissioner and one Alternate Commissioner to serve on the TEC. Each Member shall determine the eligibility or

qualification standards for its TEC appointments, following guidelines promulgated by the Board. The VLAWMO Administrator shall serve as a non-voting member of VLAWMO.

- 5.2 Duties and Responsibilities. The TEC, through the VLAWMO Administrator and other VLAWMO employees, shall administer the day-to-day operations of VLAWMO and shall review VLAWMO expenditures. The TEC has the authority to review and approve VLAWMO's monthly expenditures and may approve capital improvements in accordance with a policy adopted by the Board. The Board may assign additional duties and responsibilities to the TEC as it may determine are appropriate.
- 5.3 Technical Commission Officers. At the first meeting of the TEC each calendar year the Commissioners shall appoint from among its members a Chair, Vice-Chair, Financial Officer, and Liaison to the Board. The TEC shall assign duties to the officers as it deems appropriate. An Alternate Commissioner may not serve as an officer of the TEC.
- 5.4 Meetings. Regular monthly meetings of the TEC shall be held on a day and time selected by the Commissioners. All meetings of VLAWMO are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all Commissioners, and provided to the public requesting this information, and follow notice requirements outlined in Minn. Stat. § 13D.04. Meetings shall be conducted in accordance with the rules adopted by the TEC or, if a specific set of rules has not been adopted, then the latest version of Roberts Rules of Order. Each Commissioner shall have one vote. A majority of the Commissioners present shall constitute a quorum at all TEC meetings. In the absence of a quorum, a scheduled meeting shall be opened, re-scheduled, and adjourned.

SECTION VI FINANCING VLAWMO

- 6.1 Annual Budget. The annual VLAWMO budget, which includes both operational costs and capital improvement costs, shall be developed and approved as provided in this section.
- (a) Staff Prepares Draft. VLAWMO staff shall work with the appropriate Member staff to prepare a preliminary draft long range budget, which shall include the proposed budget for the upcoming year and the proposed SSU rates.
- (b) Budget Subcommittee Recommendation. VLAWMO staff shall present the preliminary draft budget to the budget subcommittee. The budget subcommittee is responsible for reviewing and making a recommendation to the Board regarding the proposed budget and the SSU rates.
- (c) Budget Approval. The Board shall consider the annual budget as recommended by the budget subcommittee and act on the annual budget. The Board may modify the annual budget proposed by the budget subcommittee. This review and approval of the annual

budget typically occurs at the June Board meeting, but can occur at a different meeting as the Board may determine is appropriate.

- (d) SSU Rate Approval. The Board shall consider and act to approve the SSU rates. This review and approval typically occurs at the August Board meeting, but can occur at a different meeting as the Board may determine is appropriate.
- (e) SSU Charge Certification. The Board shall act by November 1st each year to certify the SSU charges to the County Auditor for collection on the upcoming year's property taxes.
- (f) Final Budget Approval. The Board shall act to approve the final budget for the upcoming year before December 31st each year.

6.2 Funding. The annual budget is funded by one or more of the following:

- (a) The primary source of funding for the annual budget is the SSU charges imposed on properties within the watershed each year pursuant to the special legislation.
- (b) VLAWMO may also receive grants to help fund specific capital improvements.
- (c) If the funds collected from the SSU charges and grants are not sufficient to fully fund an approved budget, the Board may exercise any other authority available to it under law to fund the budget including, but not limited, Member assessments.

6.3 Member Assessments.

- (a) Authorized. A Member assessment may be imposed to cover an anticipated shortfall in VLAWMO's annual budget. A Member assessment amount shall be calculated using the formula set out in this section. At least 10 days prior to the meeting at which the Board considers acting on a proposed Member assessment, VLAWMO shall provide each Member written notice of the proposed Member assessment that identifies the amount to be paid by each Member. Members shall be given an opportunity to be heard at the meeting before the Board acts on the Member assessment. A Member assessment must be approved by at least a 2/3 majority of the full Board by no later than September 1st for collection in the following year. If approved, VLAWMO shall notify each Member in writing of the approved Member assessment amount.
- (b) Formula. To the extent a Member assessment is established, it shall be calculated based upon the following formula:
 - (1) Forty percent (40%) based upon the assessed valuation of all real property of each government unit within the Area;

- (2) Forty percent (40%) based upon the total area of the property within each governmental unit with the Area; and
 - (3) Twenty percent (20%) based upon the population of each governmental unit within the Area.
- (c) Payment. Each Member shall pay its Member assessment amount: (1) no later than January 31st in the year in which it is due; or pay one-half (1/2) of the assessment by January 31st of the year due and pay the second one-half (1/2) of the assessment by August 31st of the year due. If a Member fails to pay its assessment by the applicable due dates, it will be required to pay a one percent (1%) per month service on the unpaid amount due.

6.4 Capital Improvement Program and Funding.

- (a) Preparation. Each year the Board shall prepare a Capital Improvement Program and budget for Capital Improvements anticipated to be started or completed in the following year as described in the Watershed Management Plan. Each proposed Capital Improvement shall be specifically identified and its estimated cost and time for completion shall be provided. Only Capital Improvements included in the Watershed Management Plan, or its amendments, may be included in the capital improvement budget.
- (b) Funding. Capital Improvements may be funded by a combination of funds budgeted by VLAWMO as part of its annual budget, grants received by VLAWMO, and expenditures made directly by one or more Members. For jointly funded projects, VLAWMO shall agree in writing with the Members making direct contributions toward the Capital Improvement the amounts of funding and the responsibilities toward constructing and maintaining the Capital Improvement.

6.5 Governmental Unit Financing. Members may establish a watershed management tax district in the Area for the purpose of paying costs of the engineering and planning required to develop a watershed management plan for the Area. After the plan is adopted and approved, a tax district may be established for the purpose of paying capital costs of projects described in the plan (including normal and routine maintenance of projects). If required, the tax district shall be established by ordinance adopted after a hearing by a local government unit, following provisions of Minn. Stat., chap. 103B.

6.6 Reserve Funds. The Board may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Board not currently needed for its operations in the manner and subject to the laws of Minnesota applicable to statutory cities. Any and all reserve funds must be clearly indicated on the annual financial audit provided to the Members.

6.7 Gifts; Grants; Loans. VLAWMO may, within the scope of this Agreement, accept gifts, apply for and use grants or loans of money or other property from the United States, the

State of Minnesota, a unit of government or other governmental unit or organization or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith, shall comply with any laws or regulations applicable thereto, and may hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement related thereto.

- 6.8 Disbursements. VLAWMO disbursements on budget items shall be reviewed and approved by the Technical Committee. A report of all disbursements shall be sent to the Board's Secretary-Treasurer and the TEC's Finance Officer for review and a copy provided to the Board. Checks issued by VLAWMO shall be signed by the VLAWMO Administrator and the Board Chair. The Secretary-Treasurer shall maintain a bond in the amount of at least \$10,000. VLAWMO will be responsible for paying the premium on said bond.
- 6.9 Revenue Bonds to Secure MPCA Loan. VLAWMO is given express authority to issue revenue bonds in a principal amount not to exceed \$800,000 (the "Bonds") to secure the Loan to finance the Project. The term "Bonds" shall also include bonds issued to refund and refinance the Bonds. As provided in Minn. Stat. § 471.59, subd. 11, the Bonds shall be revenue obligations of VLAWMO which are issued on behalf of the Members, and shall be issued subject to the conditions and limitations set forth in Minn. Stat. § 471.59, subd. 11. The Bonds shall be payable solely from VLAWMO's revenues including its storm water utility fees. VLAWMO may not pledge to the payment of the Bonds the full faith and credit or taxing power of the Members. No bonds, obligations or other forms of indebtedness other than the Bonds may be issued by VLAWMO without the prior consent of the Members.

SECTION VII DURATION OF THIS JOINT POWERS AGREEMENT

- 7.1 Duration of Agreement. Each Member agrees to be bound by the terms of this Agreement until December 31, 2046, and that it may be continued thereafter at the option of the Members. This Agreement shall be in full force and effect upon the filing of certified copy of the resolution approving said Agreement by each Member.
- 7.2 Termination of Agreement. This agreement may be terminated prior to December 31, 2046, by the unanimous consent of the parties. If the agreement is to be terminated, a notice of the intent to dissolve the VLAWMO shall be sent to the Board of Water and Soil Resources and to Ramsey and Anoka Counties at least 90 days prior to the date of dissolution.
- 7.3 Dissolution. In addition to termination as provided above, any Member may petition the Board of Directors to dissolve this Agreement. Upon ninety (90) days' notice in writing to the clerk of each Member, the Board of Water and Soil Resources, and to Anoka and Ramsey County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Board members, the Board may by Resolution recommend that the VLAWMO be dissolved. Said Resolution shall be submitted to each

member governmental unit and if ratified by three-fourths of the governing bodies of all eligible Members within sixty (60) days, said Board shall dissolve the VLAWMO allowing a reasonable time to complete work in progress, pay any outstanding obligations, and to dispose of personal property owned by the VLAWMO.

- 7.4 Assets. Upon a set of findings and order for dissolution of VLAWMO by the State Board of Water and Soil Resources, all property of VLAWMO shall be transferred, either jointly or severally, to the Members. Such transfer of VLAWMO assets may be made in proportion the total contribution of each Member as required by the last annual operating budget. The transfer of real estate property of VLAWMO pursuant to this section shall not affect the benefits or damages for any improvement previously constructed by VLAWMO before dissolution. The real estate property affected shall remain liable for its proper share of any outstanding indebtedness of VLAWMO applying to the property before the dissolution, and levies assessed for the indebtedness continue in force until the debt is paid off.

SECTION VIII MISCELLANEOUS PROVISIONS

- 8.1 Adoption of Agreement. This Agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all six members. Said resolution shall be filed with the Chair of the existing VLAWMO who shall notify all Members in writing of its effective date and shall set the date for the next meeting to be conducted under this Agreement.
- 8.2 Dispute Resolution. The Members agree that any dispute that cannot be resolved by discussions among the Board and a Member shall be submitted to mediation. The mediation shall be conducted in accordance with a process agreed to by the parties. If the parties are not able to mutually agree on a mediator, each party shall select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator. If the dispute is not resolved in mediation, the parties may agree to submit the dispute to binding arbitration or either party may pursue any options available to it under law to seek a resolution of the dispute.
- 8.3 Data Practices. VLAWMO shall comply with the requirements of Minn. Stat., chap. 13, the Minnesota Government Data Practices Act. Any entity with which VLAWMO contracts is required to comply with the Act as provided in Minn. Stat. § 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with VLAWMO to respond to it.
- 8.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become

effective as of the date all such filings have been completed.

- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding VLAWMO and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.
- 8.8 Examination of Books. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.
- 8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 8.11 Notice. To the extent this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by VLAWMO emailing the notice to its primary contact for the Member.
- 8.12 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minn. Stat. §§ 103B.211 and 471.59.

CITY OF GEM LAKE

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF LINO LAKES

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

By _____
Mayor

Dated ____/____/____

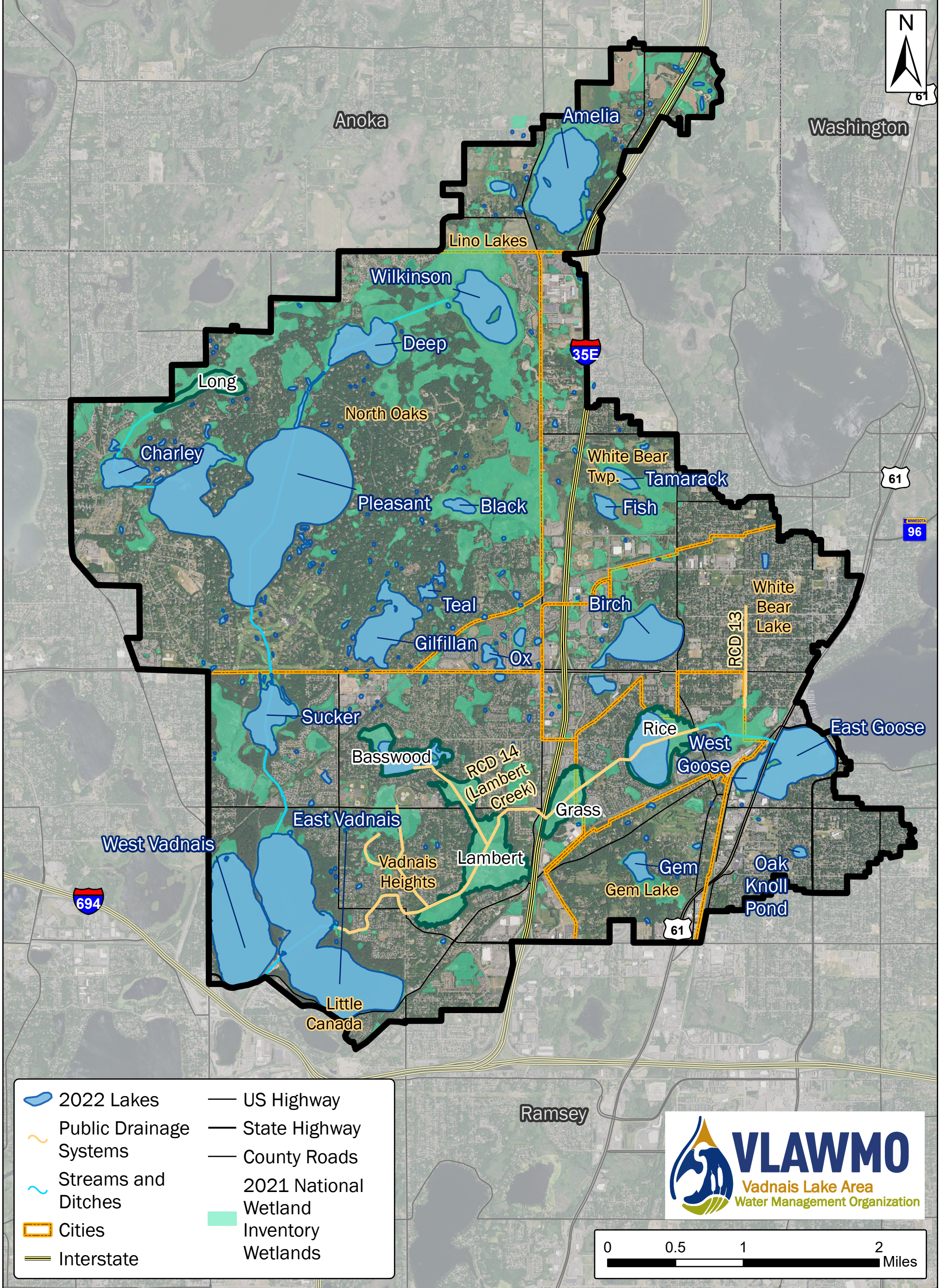
Attest _____
City Clerk










WHITE BEAR TOWNSHIP

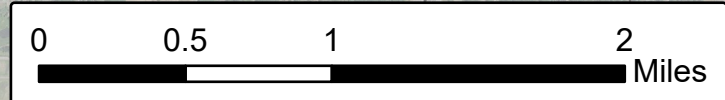
By _____
Chair

Dated ____/____/____

Attest _____
City Clerk



- | | |
|--|--|
|  2022 Lakes |  US Highway |
|  Public Drainage Systems |  State Highway |
|  Streams and Ditches |  County Roads |
|  Cities |  2021 National Wetland Inventory Wetlands |
|  Interstate | |



Tobacco, CBD and THC	Fee	Comments
Cannabis and THC		
Cannabis Retailer	\$500.00	Initial Registration; \$1,000.00 Annual Review
Cannabis Microbusiness	\$0.00	Initial Registration; \$1,000.00 Annual Review
Cannabis Mezzobusiness	\$500.00	Initial Registration; \$1,000.00 Annual Review
Temporary Cannabis Event	\$300.00	Per Event
Medical Cannabis Combination	\$500.00	Initial Registration; \$1,000.00 Annual Review
Lower-Potency Hemp Edible Retailer	\$125.00	Annually
Tobacco		
Tobacco	\$200.00	Annually