

CITY OF ROCKVILLE

RESOLUTION NO. 2010-22

**RESOLUTION DECLARING COST TO BE ASSESSED, ORDERING PREPARATION
OF PROPOSED ASSESSMENT AND SCHEDULING HEARING ON PROPOSED
ASSESSMENT**

WHEREAS, a contract has been let and costs have been determined for the improvement of Grand Lake Road and Fowler Road, and the costs for such improvement are \$257,660.80.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCKVILLE,
MINNESOTA:**

1. The portion of the cost of such improvement to be paid by the city or other sources is hereby declared to be \$194,701.68 and the portion of the cost to be assessed against benefitted property owners is declared to be \$62,959.12.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2011, and shall bear interest at the rate of 4.75% percent per annum from the date of the adoption of the assessment resolution, in accordance with other provisions of the Assessment Policy.
3. The City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in the City Hall for public inspection at least two weeks prior to the public hearing declared below.
4. A hearing shall be held on the 10th day of November, 2010, in the City Hall at 6:05 p.m. to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
5. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
6. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days

from the adoption of the assessment. He may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year

In addition if the property is split or sold then the remaining assessment is due and payable in full at the time of event.

If any of the assessments are granted deferment the time is for up to 15 years, but the balance shall be paid in full upon the conclusion of the 15 years.

7. The City Council hereby reserves the right to reimburse itself for all or a portion of the amount not assessed against benefitted properties from the proceeds of a bond sale.

Adopted by the Council this 10th day of November, 2010.

Jeff Hagen, Mayor

ATTEST:

Verena M. Weber- Administrator/Clerk

CITY OF ROCKVILLE

RESOLUTION NO. 2010-22

**RESOLUTION DECLARING COST TO BE ASSESSED, ORDERING PREPARATION
OF PROPOSED ASSESSMENT AND SCHEDULING HEARING ON PROPOSED
ASSESSMENT**

WHEREAS, a contract has been let and costs have been determined for the improvement of Grand Lake Road and Fowler Road, and the costs for such improvement are \$257,660.80.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCKVILLE,
MINNESOTA:**

1. The portion of the cost of such improvement to be paid by the city or other sources is hereby declared to be \$194,701.68 and the portion of the cost to be assessed against benefitted property owners is declared to be \$62,959.12.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2011, and shall bear interest at the rate of 4.75% percent per annum from the date of the adoption of the assessment resolution, in accordance with other provisions of the Assessment Policy.
3. The City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in the City Hall for public inspection at least two weeks prior to the public hearing declared below.
4. A hearing shall be held on the 10th day of November, 2010, in the City Hall at 6:05 p.m. to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
5. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
6. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days

2010 GRAND LAKE ROAD & FOWLER ROAD IMPROVEMENTS
(WEST PROPERTY LINE OF HOUSE #11056 TO AGATE BEACH ROAD)
ROCKVILLE, MN
SEH NO ROCKV 111396
FINAL ASSESSMENT SUMMARY

10/12/2010

SUMMARY: GRAND LAKE ROAD ONLY	
CONSTRUCTION	\$205,566.00
CONTINGENCY, ENGINEERING, MISC	\$36,798.33
TOTAL PROJECT COST	\$242,364.33
TOTAL ASSESSMENT	\$35,845.58
TOTAL DEFERRED ASSESSMENT	\$11,817.06
CITY COST	\$194,701.69

SUMMARY: FOWLER ROAD ONLY	
CONSTRUCTION	\$12,974.00
CONTINGENCY, ENGINEERING, MISC	\$2,322.47
TOTAL PROJECT COST	\$15,296.47
TOTAL ASSESSMENT	\$6,113.70
TOTAL DEFERRED ASSESSMENT	\$9,182.77
CITY COST	\$0.00

OVERALL SUMMARY	
CONSTRUCTION	\$218,540.00
CONTINGENCY, ENGINEERING, MISC	\$39,120.80
TOTAL PROJECT COST	\$257,660.80
TOTAL ASSESSMENT	\$41,959.28
TOTAL DEFERRED ASSESSMENT	\$20,999.84
CITY COST	\$194,701.69

Contract for Police Services

This Agreement, made and entered into this 1st day of January, 2011, by and between the County of Stearns, hereinafter referred to as the "County" and the City of Rockville hereinafter referred to as the "Municipality", and, Stearns County Sheriff, hereinafter referred to as the "Sheriff".

Witnesseth;

Whereas, the Municipality desires to enter into a contract with the County and the Sheriff whereby the County, through its Sheriff's Department, would provide law enforcement services within the boundaries of the Municipality; and

Whereas, the County and the Sheriff agree to render such services upon the terms and conditions hereinafter set forth; and

Whereas, such contracts are authorized by the provisions of Minnesota Statutes 471.59, and 436.05.

Now, therefore, in consideration of the mutual covenants herein contained, it is agreed between the parties as follows:

1) The County agrees, through the office of the Sheriff of the County, to provide police protection within the corporate limits of the Municipality to the extent and in the manner hereinafter set forth.

Except as otherwise specifically provided herein, the service to be provided by the County shall encompass those duties and functions which are the type normally coming within the jurisdiction of the customarily rendered by the Sheriff under the applicable statutes of the State of Minnesota.

It is agreed that the Municipality shall receive police protection to be provided by such personnel as may be assigned by the sheriff using such vehicles as the Sheriff, in his discretion, shall deem necessary. The police protection contemplated hereby shall include patrolling and answering police calls within the Municipality. The manner in which such service is rendered, the standards of performance, discipline of officers and the matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the County through its Sheriff's Department. In the event a dispute arises between the parties concerning the services to be rendered hereunder, the level thereof or the manner in which such service is provided, the Sheriff of the County shall determine such dispute and it shall be conclusive and binding on the parties hereto.

The service contemplated hereby are scheduled police services which will, in fact, be provided to the Municipality for the number of contracted hours reasonably anticipated and required. It shall not include situations in which, in the opinion of the Sheriff, a police emergency occurs which requires a different use of the officer and/or the patrol vehicle or the performance of special details relating to the law enforcement service. It shall not include the enforcement of Municipal ordinances with regard to zoning ordinances, building codes or such other matters, which are primarily regulatory in nature.

2) It is hereby agreed that the Municipality and all of its officers, agents and employees shall render full cooperation and assistance to the County and the Sheriff to facilitate the provision of the services contemplated hereby.

3) It is agreed that the County shall provide all necessary labor, supervision, equipment, communications facilities, dispatching and necessary supplies to maintain and provide the police service to be rendered hereunder.

4) The Municipality does not assume any liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the services contemplated hereby, nor does it assume any other liability other than that provided for in this agreement.

It is agreed that all personnel employed to render the services contemplated hereby shall be employees of the County and that the County shall therefore be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their contract with the County entered into through its collective bargaining unit.

The County agrees that all insurance required to adequately cover vehicles, personnel and equipment used by the County in the provision of the services contemplated herein will be provided by the County at its own expense.

5) The term of this contract shall be January 1, 2011 to December 31, 2011. On or before September 1, 2011, the County or the Sheriff shall notify the Municipality of the best estimate of the per hour rate effective for the proposed 2011 contracts.

6) Renewal

The Municipality shall then determine whether or not it desires to re-enter into a contract for police services for the following year. In either case, the Municipality shall notify the County of its intention not later than October 1, 2011. Said notice shall be in writing and shall be received by the Sheriff or his designee at the Stearns County Sheriff's Department, 807 Courthouse Square, PO Box 217, St. Cloud, MN 56302. Said notice must be received by the Sheriff or his designee by October 1, 2011. In the event the Municipality shall fail to give notice as required hereby, the County and the Sheriff shall conclusively presume that said Municipality desires to extend the agreement at the estimated hourly rate specified in the notice given by the County, and the contract shall automatically renew at the same terms and conditions, annually for a period of 12 months.

7) Termination for Convenience

Either party may terminate this contract, with or without cause, at anytime, with 60 days prior written notice.

8) The County, its officers and employees and the Sheriff shall not be deemed to assume liability for any intentional or negligent acts of the Municipality. The Municipality agrees that it will hold the County and the Sheriff harmless from and shall defend its officers, agents and employees against any claim for damages resulting from such acts.

8) For performing the services contemplated hereby, the Municipality agrees to contract for an average of 38 hours per month, subject to seasonal adjustments, and to pay the actual cost thereof. The estimated hourly rate for 2011 is to be \$45.00, for an estimated totally yearly payment of \$20,520.00 for the year 2011, and to be paid quarterly or billed for actual hours worked at which time the time the Municipality shall receive credit for its share of any benefit to which it may become entitled pursuant to Minnesota Statutes 69.011(as amended). The Municipality can change number of hours, by submitting a change request, with 60 days prior written notice to the County.

In Witness Thereof, The Municipality has caused this agreement to be executed by its _____ and its _____ by the authority of its governing body adopted by Resolution on the ____ day of _____, _____, and the County of Stearns has caused this Agreement to be executed by its Chair and attested by its County Auditor pursuant to the authority of the Board of County Commissioners by Resolution duly adopted on the ____ day of _____, _____.

Municipality:

By _____

By _____

Dated: _____

Stearns County:

By _____

Attest:

Sheriff of the County of Stearns

Dated: _____

ARCON



DEVELOPMENT, INC.

744 SOUTHCROSS DRIVE WEST • SUITE 103 • BURNSVILLE, MINNESOTA 55306 • PHONE 952/898-2266 • FAX 952/898-2289
E-mail: arcon@arcondevelopment.com • www.arcondevelopment.com

October 12th, 2010

Rena M. Weber
City Administrator
City of Rockville
229 Broadway Street East
Rockville, Minnesota 56369

COPIED TO: CC X
DATE 10/20 PC _____
STAFF X
P&R _____
FIRE _____

RE: SAC and WAC Interest charges

Dear Ms. Weber:

Thank you and Judy for meeting with me last Wednesday to review the SAC and WAC charges in our Brentwood Hill development. I asked at our meeting if the late fees could be waived on the SAC and WAC charges. You suggested I write a letter asking the City Council to consider this request.

As you are aware, Arcon agreed to pay a minimum on 10 SAC and 10 WAC fees up front starting in 2005 and an additional 10 connection charges each year thereafter. To date we have paid \$30,240.00 in December of 2005, \$35,280.00 in 2006, and \$37,044 in March of 2008 (for 10 lots in 2007). The 10 SAC and WAC fees for 2008 in the amount of \$47,262.16 were certified to the 2010 property taxes.

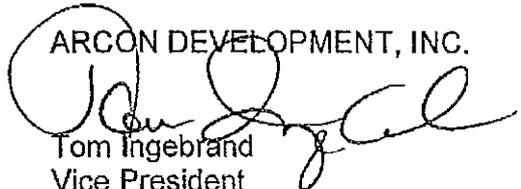
Do to the tough economic conditions in the current market I would ask the Council to waive the \$7,434.71 late fee charges in the \$46,794.22 payment that is due October 30th, 2010.

If you have any questions or need additional information please give me a call at 952-898-2266.

Thank you,

Sincerely,

ARCON DEVELOPMENT, INC.


Tom Ingebrand
Vice President

WE DO MORE THAN DEVELOP LAND... WE CREATE NEIGHBORHOODS

DEVELOPERS - PLANNERS - CONTRACTORS