

**JOINT POWERS AGREEMENT
ROCORI Trail Construction Board**

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statute §471.59.

1. **PURPOSE**

The Cities of Rockville, Cold Spring and Richmond (collectively, "Cities" and individually, by their common names) have been working together to acquire trail right of way, design, construct and fund a regional trail connecting the terminus of the anticipated Glacial Lakes Trail outside of Richmond, through Cold Spring, to the northern boundary of Rockville ("Project" or "ROCORI Trail"). Operating independently, the Cities have obtained grants and other funds for the funding of the design and Project. Stearns County ("County") has agreed to serve as a fiscal agent for the Project, but requires the designation of a single entity to be responsible for the Project and serve as the representative in communicating with the County. The Cities seek to establish a joint powers board for the purpose of acquiring trail right of way, designing the ROCORI Trail, soliciting funding, and providing for the construction thereof. The joint powers board shall terminate upon the termination of this Agreement.

2. **EFFECTIVE DATE.** Upon the latest date all three Cities execute the agreement.

3. **BOARD**

- A. **ROCORI TRAIL CONSTRUCTION BOARD.** There is hereby created a body to be known as the ROCORI Trail Construction Board ("Board").
- B. **MEMBERSHIP.** The Board shall consist of two representatives of each of the member Cities. There shall be no alternate member, but the member City may recall any representative, or replace a representative, if provided by their own procedures. Each representative shall have a single vote. The representatives shall serve without compensation, except as provided by their respective city. The Administrators of the member Cities shall serve as non-voting representatives.
- C. **QUORUM.** Quorum shall consist of one-half of all voting representatives.
- D. **CHAIR.** The Chair of each meeting of the Board shall rotate among the Administrator of each member City in alphabetical order (Cold Spring, Richmond, Rockville). An interim Chair may be appointed by the representatives in the event the designated Administrator is not present.
- E. **MEETINGS.** The meetings shall be subject to Open Meeting laws, and shall be held at a place convenient to all representatives.

4. **STAFF**

Administrative functions of the Board shall be performed by the Administrators of the member Cities, and by any consultant or staff retained by the Board.

5. POWERS AND DUTIES OF BOARD

The Board shall have the following powers:

- A. Retain and contract for legal counsel, engineering services, grant-writing services and government relations services, and encumber the Board with the same;
- B. Negotiate and enter into agreements with Stearns County to serve as a fiscal agent for the Board and the Project;
- C. Transfer property interest in the Project to an appropriate entity for the continuance as a regional trail and for the continued maintenance and operation of the Project as a regional trail, subject to state or federal authorization requirements;
- D. Solicit and accept donations, grants, loans and other funding for the purpose of designing and constructing the Project, or for ancillary costs, such as legal and administrative fees;
- E. Acquire and hold real property. Negotiate purchase agreements for easements, right-of-way and fee interest in real property for the purpose of constructing the Project. Any purchase agreement must provide for ratification by the member Cities prior to the agreement being enforceable;
- F. Designate a member representative to serve as spokesperson for the Board, to negotiate with other entities on behalf of the Board and to execute contracts and other documents on behalf of the Board;
- G. Negotiate and enter into Memorandums of Understanding ("MOU") with appropriate entities for the purpose of furthering the design and construction of the Project. Any MOU must provide for ratification by the member Cities prior to the document being finalized;
- H. Accept contributions and loans from member Cities and enter into agreements to repay funds with other revenue of the Board;
- I. Negotiate and enter into Joint Powers Agreements with other governmental entities and non-profit organizations to facilitate the purposes of the Board,
- J. Must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13,
- K. Purchase insurance, and
- K. Terminate this Agreement.

6. ENCUMBRANCE OF COSTS

The Board may enter into contracts, as follows:

- A. The Board shall not have any independent taxation authority.
- B. The Board may not enter into any contract, unless:
 - 1. It is for ongoing professional services,
 - 2. The contract, including a contract for the acquisition of real property interests, has a quantified maximum amount and the Board has identified the source of funds to pay the entire maximum amount, or
 - 3. It is for a term of less than one (1) year, and the Board has identified the source of funding.

7. MEMBER SHARE OF COSTS

The costs of the Board shall be the ultimate responsibility of the member Cities. These costs shall be born equally by each City, and each City agrees to take whatever means necessary to reimburse the Board for costs in excess of the Board's funds, including levying any ad valorem tax necessary.

8. FINANCING

While the Board will own, maintain and operate the Project, and may contract as provide above, the Board will not have any power to bond, assess, charge or incur any obligation or indebtedness to finance the construction of the Project. Accordingly, each member City will have to separately bond, assess, charge or otherwise finance its share of all construction costs and expenses related to Project.

9. GRANTS, LOANS AND DONATIONS

The Cities recognize, at the Effective Date, the following grants have been allocated for the design and construction of the Project:

- A. \$526,000 was granted to Stearns County on behalf of the member Cities and the ROCORI Trail Project from the SAFETEA-LU federal grant program.
- B. \$372,000 was granted to City of Rockville on behalf of the member Cities and the ROCORI Trail Project from the Department of Natural Resources trail grant program (appropriated from the State of Minnesota 2008 Capital Bonding Bill).
- C. \$13,000 from Cold Spring, Rockville and the Cold Spring Jaycees.

10. TERMINATION

Upon termination of this Agreement, all property purchased or owned pursuant to this Agreement together with monies on hand, shall be distributed to the member Cities. Such distribution of monetary and personal property assets shall be made equally to all members, except that any amount that was loaned to the Board with a written agreement to repay funds from other revenue will be repaid first. Any real property interest shall be conveyed to the City with jurisdiction or, if not within a jurisdiction, to Stearns County or the township with jurisdiction. State authorization may be required for the transfer of real property acquired with grant or bonding money. Nothing herein is intended to remove the ability of the Board to transfer property in a different manner prior to termination. The Board shall continue to exist after dissolution for such period, no longer than six (6) months, as is necessary to wind up its affairs, but for no other purpose.

11. WITHDRAWAL

A City may withdraw from this Agreement upon satisfying all of the following conditions:

- A. Providing six (6) months written notice to the Board;
- B. Payment of all amounts in arrears and all contributions to the Board, including without limitation all amounts for which the Board was encumbered, or was reasonably expecting to be encumbered, at the time the notice was received.

- C. Cooperating with the transfer of any deeds or other transfer documentation to convey real property or other property interests, and all grants, donations or other funds, to the Board that were held by the City for the Project.
- D. Reaching mutual agreement with the remaining Cities regarding liability and other issues on any existing contracts.
- E. Upon withdrawal, no distribution of assets or property will be made to any withdrawing City, if the Board continues with at least two Cities. If less than two Cities continue, this Agreement shall terminate, and assets will be distributed as if the Agreement was terminated.
- F. The withdrawing Municipality must agree to indemnify and hold harmless the remaining Cities and the Board against any claims, suits, liabilities or contracts that may arise from the withdrawal, and the withdrawing member will pay any attorneys fees and costs associated with any litigation arising as a result of its withdrawal.

12. INDEMNIFICATION

- A. Each member City shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the City, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
- B. It is understood and agreed that nothing in this Agreement shall affect or otherwise constitute a waiver of the limits on the liability of any City provided by Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.
- C. It is understood and agreed that the Board is a single governmental unit, consistent with Minnesota Statutes 471.59 Subd. 1a.(b), for purposes of determining total liability for damages arising from this Agreement.
- D. The Board agrees to defend and indemnify the Parties for any liability claims arising from Board activities or operations, and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party 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. Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any

individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty or bad faith.

13. RECOGNITION OF AUTHORITY

Each member City recognizes the authority of the Board formed by this Agreement and agrees to be bound by this Agreement and the Board's decisions, to contribute its pro-rata share of financing and costs pursuant to this Agreement, to pay all charges, fees and costs to the Board in a timely manner and to otherwise abide by this Agreement's terms and the Board's decisions.

14. AUTHORIZING RESOLUTIONS

Before executing this Agreement, each member City will deliver to the other member Cities a certified copy of a resolution authorizing and directing this Agreement's execution.

15. SEVERABILITY

If any portion of this Agreement is found to be void, unenforceable or unconstitutional, or any combination of these, by a court of competent jurisdiction, the remaining portion of this Agreement shall remain in effect.

16. DISPUTE RESOLUTION

If a dispute arises between any of the Cities, or between the Board and any member City or Cities, regarding this Agreement, the Board will promptly meet and attempt in good faith to negotiate a resolution to the dispute. If the parties have not negotiated a resolution of the dispute within 30 days after the Board's meeting, the parties will submit the dispute to binding arbitration before a panel of three arbitrators in accordance with the commercial arbitration rules of the American Arbitration Association, except that any disputes less than \$25,000 will be submitted to a single arbitrator. The disputing parties will equally share the arbitration costs, excluding each party's cost to prepare its own case. In addition to the dispute resolution mechanism in this Section, any party may seek specific performance of another party's obligations under this Agreement.

17. ENTIRE AGREEMENT

This Agreement is the parties' entire agreement regarding its subject matter and supercedes all prior agreements and negotiations regarding its subject matter. The parties may amend this Agreement only in a writing signed by all of the parties.

18. RATIFICATION OF PAST CONTRACTS

The Cities ratify the agreement with Rinke Noonan Law Firm originally made with the ad hoc committee, and assumes the responsibility thereto, as previously agreed.

19. COUNTERPARTS

For the convenience of the Cities, this Agreement has been executed in counterpart copies, which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

(Signature pages to follow)

IN WITNESS WHEREOF, the undersigned governmental unit, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

CITY OF COLD SPRING

DATED: _____

Doug Schmitz, Mayor

Larry Lahr, Administrator

IN WITNESS WHEREOF, the undersigned governmental unit, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

CITY OF RICHMOND

DATED: _____

Jim Hemmesch, Mayor

Dan Coughlin, Administrator/Clerk

IN WITNESS WHEREOF, the undersigned governmental unit, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

CITY OF ROCKVILLE

DATED: _____

Jeff Hagen, Mayor

Rena Weber, Administrator/Clerk



JANELLE P. KENDALL
Stearns County Attorney

September 28, 2009

Ms. Verena Weber, City Clerk/Administrator
City of Rockville
P.O. Box 93
229 Broadway Street East
Rockville MN 56369

SEP 29 2009

Re: Stearns County Attorney's Office Misdemeanor Prosecution Contract

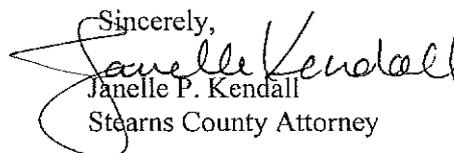
Dear Ms. Weber:

It has been my office's pleasure to provide misdemeanor contract prosecution services to the City of Rockville since 2006. Based on our conversations over the years as well as our own experiences, this has been a mutually efficient and cost-effective way to provide professional prosecution services to your city. Since our current contract ends December 31, 2009 I am writing to present you with a proposal to extend this contract beyond that date.

In 2008 our annual fee for your city's files was adjusted to \$12,500 per year to correspond with the percentage increases in personnel costs of my staff members who handle the misdemeanor citations issued in the City of Rockville. However, in 2008, you reached only 94 prosecutions. In 2009, you are on a pace to reach 82 prosecutions. While our labor costs have increased, we have also reduced the amount of labor and supplies necessary to handle misdemeanor cases. For example, cases are electronically scanned and stored which helps reduce office supply costs and lowers labor costs. Calendaring of all criminal cases is automated by a service provided by the state court's computer system which also saves labor and reduces chances for data entry errors. Our attorneys and victim assistance coordinators now access the files and enter notes exclusively through our computer database which reduces the handling of files. Our normal procedure now even includes attorneys taking their laptop computers to court rather than paper files!

As a result of these efficiencies and your reduced citation volume, our bid for prosecution services for 2010 and 2011 is \$7,500 per year. This amount is based on 75 files per year (plus or minus 25 files) at the approximate cost of \$100 per file, including administration costs. I have enclosed a chart detailing this fee calculation. As has been the case in past years, this rate is guaranteed not to increase through the duration of this contract. However, in two years, with the benefit of more historical information, we'll revisit these costs and the volume of work you require.

The enclosed contract contains one new exclusion related to administrative traffic citations, a program of the kind in which this office does not participate as it exists outside the criminal justice system. Despite the lack of major changes, please re-familiarize yourself with the contract. If you have any questions or concerns with which I may be of assistance, please do not hesitate to contact me or Chief Deputy County Attorney Matthew Quinn at the number below.

Sincerely,

Janelle P. Kendall
Stearns County Attorney

JPK/MMQ/lmk
Enclosures

	Proposed 2010-2011 Contract Amount	Current Contract Amounts	Change	
Rockville	\$7,500	\$12,500	\$5,000	

2010 - 2011 Prosecution Contract Rates

<u>25 (+/-25) files/year</u>	<u>75 (+/-25)</u>	<u>125 (+/-25)</u>	<u>175 (+/-25)</u>	<u>225 (+/-25)</u>	<u>275 (+/-25)</u>
\$3,000*	\$7,500	\$12,500	\$17,500	\$22,500	\$27,500

**Includes \$500 for administration costs*

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF STEARNS and the STEARNS COUNTY ATTORNEY, hereinafter referred to as the "County," and the CITY OF ROCKVILLE, MINNESOTA, hereinafter referred to as the "Municipality;"

WHEREAS, the Municipality desires to engage the services of the County to prosecute petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses, including criminal and traffic state law violations and criminal and traffic probation violations that arise under state law which occur within the jurisdiction of the Municipality;

WHEREAS, Minn. Stat. § 487.25, subd. 10, allows for a Municipality to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the Municipality. Said "Prosecution Services" include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law and criminal and traffic probation violations that occur within the jurisdiction of the Municipality; (2) giving advice and guidance on prosecution matters, procedures and policies to Municipal law enforcement relating to criminal prosecutions; (3) providing P.O.S.T. accredited law enforcement training for the Municipality law enforcement officers when such training is being provided or sponsored by the County; (4) providing victim assistance and/or services as mandated by Minn. Stat. § 611A; (5) completing criminal appeals before the Minnesota Court of Appeals and the Minnesota Supreme Court on matters arising under state law which occur within the jurisdiction of the Municipality and, (6) providing administrative advice and assistance and legal services in district court and Minnesota's courts of appeal related to civil administrative and judicial forfeitures originated by the Municipality's law enforcement agency;

WHEREAS, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and Municipality enter into the following Agreement:

1. TERM AND COST OF THE AGREEMENT

- A) The County will provide the Municipality with the prosecution services above-referenced for cases that occur within the jurisdiction of the Municipality beginning January 1, 2010. This Agreement will continue for the calendar years 2010 and 2011. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
 - i) Beginning January 1, 2010, the Municipality will pay \$7,500 (seven thousand five hundred dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder

for calendar year 2010. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

- ii) Beginning January 1, 2011, the Municipality will pay \$7,500 (seven thousand five hundred dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder for calendar year 2011. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

B) The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for the term of this Agreement. The Municipality will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 90 days notice, in writing, delivered by certified mail or in person to the City Clerk for the Municipality or County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated to in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, Municipality's new attorney(s) will undertake representation of the Municipality in all matters then filed, pending, or otherwise before the Court as a result of County's representation of the Municipality. On expiration or termination of this contract, at the Municipality's request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the Municipality in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that the County will not prosecute violations of local ordinances adopted by the Municipality. **Local ordinance enforcement remains the sole responsibility of the Municipality.** The Parties further acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the Municipality on criminal prosecution related matters, if any, venued in any federal

district or federal appellate court. Likewise, the County will not provide representation or advice or otherwise participate in any administrative citation process, regardless of statutory authorization for such programs.

6. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other cause(s) of action alleging wrongdoing by the County on behalf of the Municipality, whether in federal or state court, if any, arising in relation to any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of Municipality. **The Municipality remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.**

IN WITNESS WHEREOF, the Municipality, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Stearns, by the County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Clerk of said Board, and by the Stearns County Attorney, effective on the date and for the duration as above-referenced.

Dated: _____

CITY OF ROCKVILLE

By: _____
Mayor Jeff Hagen

Attest: _____
Verena Weber
City Clerk-Administrator

Dated: _____

COUNTY OF STEARNS

By: _____
Leigh Lenzmeier, Chair
Stearns County Board

By: _____
Randy Schreifels
County Auditor/Treasurer

Dated: 9-28-09

STEARNS COUNTY ATTORNEY

By: Janelle Kendall
Janelle P. Kendall
County Attorney

Contract for Police Services

This Agreement, made and entered into this 1st day of January, 2010, 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, 2010 to December 31, 2010. On or before September 1, 2010, the County or the Sheriff shall notify the Municipality of the best estimate of the per hour rate effective for the proposed 2010 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, 2010. 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, 2010. 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 2010 is to be \$45.00, for an estimated totally yearly payment of \$20,520.00 for the year 2010, 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: _____

Past Due Records 10/21/09
Invoices For Reimbursement
Outstanding Utility Payments
Stearns County Deadline 11/16/09

Parcel #	Invoice	Original Invoice Date	Original Amount	Received Payment Amount	Late Fee Amount from Original Invoice	Current due Amount	Payment Due Date	Late Fee amount after payment due date	Tax Rolls Amount		FUND CODE	
76.41720.0443	08-73 WACISAC IN DEVELOPER AGRMT	12/01/08	38,886.20	0.00	7,898.02	46,794.22	10/30/09	467.94	47,262.16	19,448.10 4,182.88 19,448.10 4,182.98 47,262.16	G602-11500 G602-11500 G602-11500 G602-11500	WAC charge Late Fee SAC charge Late Fee
76.41601.0200	09-25 ENGINEER FEES	08/17/09	196.00	0.00	19.80	215.80	10/16/09	2.15	217.75	196.00 21.75 217.75	G101-11500 G101-11500	Engineer fee Late Fee
76.41629.0900	09-29 WATER-DISCHARGING IN SANITARY SEWER	08/17/09	1,016.39	0.00	101.64	1,118.03	10/16/09	11.18	1,129.21	1,016.39 112.82 1,129.21	G602-11500 G602-11500	Water Late Fee
76.41600.0400	09-19 LEGAL FEES	08/01/09	526.60	0.00	58.45	585.05	10/30/09	5.85	590.90	526.60 64.30 590.90	G101-11500 G101-11500	Legal fee Late Fee
76.41600.0400	09-26 LEGAL FEES 09-26 ENGINEER FEES	08/17/09 08/17/09	957.80 233.50	0.00 0.00	95.78 23.35	1,053.58 256.85	10/16/09 10/16/09	10.53 2.57	1,064.11 259.42 1,323.53	957.80 106.31 233.50 25.92 1,323.53	G101-11500 G101-11500 G101-11500 G101-11500	Legal fee Late Fee Engineer Fe Late Fee
76.41600.0400	09-35 LEGAL FEES	10/01/09	116.20	0.00	0.00	116.20	10/31/09	11.62	127.82	116.20 11.62 127.82	G101-11500 G101-11500	Legal fee Late Fee
76.41600.0400	09-38 LEGAL FEES	10/08/09	547.80	0.00	0.00	547.80	11/5/09	54.78	602.58	547.80 54.78 602.58	G101-11500 G101-11500	Legal fee late fee
76.41605.0010	09-22 ENGINEER	10/05/09	168.00	0.00	18.85	186.85	11/4/09	1.87	188.52	168.00 20.52 188.52	G101-11500 G101-11500	legal fee Late fee
76.42141.0028	09-36 GRINDER STATION (new single family dwelling)	09/28/09	5,306.34	0.00	0.00	5,306.34	10/28/09	530.63	5,836.97	4,885.00 341.34 498.50 34.13 5,836.97	G602-11500 G602-20505 G602-11500 G602-20505	Grinder Sales Tax late Fee late Fee

Past Due Records 10/21/09
 Invoices For Reimbursement
 Outstanding Utility Payments
 Stearns County Deadline 11/16/09

OUTSTANDING UTILITY PAYMENTS			Amount Due			FUND CODE	CASH CODE
76.42240.0017	05-411	WATER/SEWER	742.69	WATER	119.34	601-49440-37100	601-10600
				WATER LATE FEE	99.32	601-49440-37300	
				SEWER	132.20	602-49490-37200	602-10600
				SEWER LATE FEE	110.80	602-49490-37400	
				SEWER DEBT	140.00	604-47000-37210	604-10600
				SEWER DEBT LATE FEE	117.14	604-47000-37600	
				SAFE WATER FEE	5.30	601-49440-37170	601-10600
				SAFE WATER LATE FEE	4.47	601-49440-37500	
				STATE TAX	7.85	601-49440-36242	601-10600
				STATE TAX LATE FEE	6.47	601-49440-37700	
					742.69		
76.42141.0007	08-281	SEWER	64.11	SEWER LAKE FEE	52.98	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	11.13	602-49490-37405	
					64.11		
76.42240.0033	01-023	WATER/SEWER	155.83	WATER	24.18	601-49440-37100	601-10600
				WATER LATE FEE	22.20	601-48440-37300	
				SEWER	26.44	602-49490-37200	602-10600
				SEWER LATE FEE	26.84	602-49490-37400	
				SEWER DEBT	28.00	604-47000-37210	604-10600
				SEWER DEBT LATE FEE	26.11	604-47000-37600	
				SAFE WATER FEE	1.06	601-49440-37170	601-10600
				SAFE WATER LATE FEE	1.00	601-49440-37500	
					155.83		
76.41619.0200	08-481	SEWER	503.82	SEWER LAKE FEE	274.30	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	229.52	602-49490-37405	
					503.82		
76.41952.0010	08-601	SEWER	503.82	SEWER LAKE FEE	274.30	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	229.52	602-49490-37405	
					503.82		
76.41741.0062	07-091	SEWER	426.71	SEWER LAKE FEE	244.58	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	182.13	602-49490-37405	
					426.71		
76.41741.0004	01-723	WATER/SEWER	162.87	WATER	39.76	601-49440-37100	601-10600
				WATER LATE FEE	12.24	601-49440-37300	
				SEWER	41.28	602-49490-37200	602-10600
				SEWER LATE FEE	12.43	602-49490-37400	
				SEWER DEBT	42.47	604-47000-37210	604-10600
				SEWER DEBT LATE FEE	12.60	604-47000-37600	
				SAFE WATER FEE	1.61	601-49440-37170	601-10600
				SAFE WATER LATE FEE	0.48	601-49440-37500	
					162.87		
76.41950.0007	01-619	WATER/SEWER	118.27	WATER	24.18	601-49440-37100	601-10600
				WATER LATE FEE	5.08	601-49440-37300	
				SEWER	44.50	602-49490-37200	602-10600
				SEWER LATE FEE	9.35	602-49490-37400	
				SEWER DEBT	28.00	604-47000-37210	604-10600
				SEWER DEBT LATE FEE	5.88	604-47000-37600	
				SAFE WATER FEE	1.06	601-49440-37170	601-10600
				SAFE WATER LATE FEE	0.22	601-49440-37500	
					118.27		

Past Due Records 10/21/09
Invoices For Reimbursement
Outstanding Utility Payments
Stearns County Deadline 11/16/09

76.42189.0021	07-191	SEWER	45.11	SEWER LAKE FEE	37.28	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	<u>7.83</u>	602-49490-37405	
					45.11		

76.41840.0006	07-621	SEWER	66.39	SEWER LAKE FEE	54.86	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	<u>11.53</u>	602-49490-37405	
					66.39		

76.42160.0044	07-631	SEWER	49.78	SEWER LAKE FEE	41.14	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	<u>8.64</u>	602-49490-37405	
					49.78		

76.41649.0500	07-961	SEWER	66.39	SEWER LAKE FEE	54.86	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	<u>11.53</u>	602-49490-37405	
					66.39		

76.41840.0003	07-1171	SEWER	66.39	SEWER LAKE FEE	54.86	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	<u>11.53</u>	602-49490-37405	
					66.39		

76.42142.0058	08-051	SEWER	66.39	SEWER LAKE FEE	54.86	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	<u>11.53</u>	602-49490-37405	
					66.39		

76.42144.0005	08-951	SEWER	66.39	SEWER LAKE FEE	54.86	602-49490-37205	602-10600
				SEWER LAKE LATE FEE	<u>11.53</u>	602-49490-37405	
					66.39		

Total UB	3,104.86
Total AR	<u>57,279.44</u>
Grand Total	60,384.40

19,448.10	G602-11500	Wac Revenue
4,182.98	G602-11500	Wac Revenue Late Fee
19,448.10	G602-11500	Sac Revenue
4,182.98	G602-11500	Sac Revenue Late Fee
2,745.90	C101-11500	Engineer/Legal
305.20	G101-11500	Engineer/Legal Late Fee
5,981.39	G602-11500	Water/Grinder Station
609.32	G602-11500	Late Fee
341.34	G602-20505	Sales Tax
34.13	G602-20505	Sales Tax Late Fee
207.46	601-49440-37100	Water Sales
138.84	601-49440-37300	Water Penalty
244.42	602-49490-37200	Sewer Sales-Core City
159.22	602-49490-37400	Sewer Penalty-Core City
238.47	604-47000-37210	Sewer Debt Retirement
161.73	604-47000-37600	Sewer Debt Late Fee
9.03	601-49440-37170	Safe Water Fee
6.17	601-49440-37500	Safe Water Late Fee
7.85	601-49440-36242	MN Sales Tax Collected
6.47	601-49440-37700	Sales Tax Late Fee
1,198.88	602-49490-37205	Sewer Sales Lake Area
<u>726.42</u>	602-49490-37405	Sewer Pen Lakes Area
60,384.40		