

ADMINISTRATIVE	
ADMINISTRATIVE CHARGES	\$25.00
COPIES	.25 PER SHEET (Cost includes MN Sales Tax .23 x 6.5 % =.25)
FAX	LONG DISTANCE FAX @ \$2.00 1 ST PAGE THEREAFTER \$1.00 PER PAGE
USE OF FIRE EQUIPMENT to fill Swimming Pools	\$150.00
ASSESSMENT SEARCH FEE	\$20.00 EACH
911 ADDRESS SIGN/POST/LABOR (BLUE SIGN)	\$25.00
SUMMER RECREATION FEES	SEE LIST-REC REGISTRATION FILE
LATE FEE (UTILITY BILLS)	10% EVERY MONTH
LATE FEE (INVOICES)	10% -1 ST MONTH THEREAFTER 1%
NSF CHECK	\$25.00
SIGN IN VIOLATION (RETRIEVE SIGNS FEE)	\$25.00 PER SIGN

LICENSE	
LIQUOR LICENSES-ON SALE	\$1,250.00
-OFF SALE	\$100.00
-3.2 LIQUOR	\$10.00
SUNDAY	\$150.00
TOBACCO LICENSES	\$12.00

MAINTENANCE	
MAINTENANCE/PUBLIC WORKS WAGE CHARGE	\$35.00 PER HOUR
TANDEM AXLE DUMP TRUCK	\$80.00 PER HOUR LABOR/EQUIPMENT
TANDEM AXLE DUMP TRUCK WITH PLOW	\$100.00 PER HOUR LABOR/EQUIPMENT
1 TON TRUCK	\$60.00 PER HOUR LABOR/EQUIPMENT
1 TON TRUCK WITH PLOW	\$75.00 PER HOUR LABOR/EQUIPMENT
TOOLCAT	\$45.00 PER HOUR LABOR/EQUIPMENT
MAIL BOX	\$95.00 PICKUP/\$120.00 IF DELIVERED

RENTAL	
APARTMENT RENTAL REGISTRATION	\$50.00/UNIT MIN \$100.00
PASTURE RENT (EAGLE PARK APPX 65 ACRES)	\$800.00/YR
WATER TOWER RENT (* ANNUAL INCREASE OF 4%)	\$842.74 MONTH
LIONS PARK- PLEASANT LAKE	\$0.00 Resident
DEPOSIT FEE FOR PARK RENTAL	\$25.00 Non-Resident (Fee includes MN Sales Tax=23.47 x 6.5%=\$25.00) \$50.00 Minimum (Deposit is returned if shelter & grounds are left in very good condition after the event).
EAGLE PARK	\$0.00 Resident
DEPOSIT FEE FOR PARK RENTAL	\$25.00 Non-Resident (Fee includes MN Sales Tax=23.47 x 6.5%=\$25.00) \$50.00 Minimum (Deposit is returned if shelter & grounds are left in very good condition after the event).
COMMUNITY PARK	\$0.00 Resident
DEPOSIT FEE FOR PARK RENTAL	\$25.00 Non-Resident (Fee includes MN Sales Tax=23.47 x 6.5%=\$25.00) \$50.00 Minimum (Deposit is returned if shelter & grounds are left in very good condition after the event).
COMMUNITY BALL FIELD	\$25.00 Resident (Fee includes MN Sales Tax=23.47 x 6.5%=\$25.00) \$50.00 Non-Resident (Fee includes MN Sales Tax=46.95 x 6.5%=\$30.00)
DEPOSIT FEE FOR PARK RENTAL	\$50.00 Minimum (Deposit is returned if shelter & grounds are left in very good condition after the event).
CITY HALL RENTAL	1 - 29 people: \$50.00 PER ROOM 30 and More \$75.00 PER ROOM
For businesses, organizations, non-profits. No Private Parties	\$25.00 KITCHEN USE
Rooms available: Council Chambers (seats about 60), Front and Back meeting rooms (seats about 14)	NON PROFITS - DEPOSIT OF \$50.00 RETURNED IF ROOM IS CLEANED ASK TO GIVE A DONATION TO HELP COVER THE COSTS TO THE CITY

SEWER	
SEWER LICENSE FEE (APPLICATION)	\$40.00 ANNUAL FEE
SEWER/WATER EXCAV PERMIT	\$50.00
SEWER USER FEES (DOWNTOWN AREA)	\$14.00/MONTH DEBT SERVICE + \$12.00/MONTH FLAT RATE-OM & R(Operation/Maintenance & Replacement) \$1.22/1000 GALLONS Minimum Gallons 1000
LAKE AREA SEWER USER FEES (Grand & Pleasant Lakes)	
SEWER ONLY-HOMESTEAD RESIDENTS	\$27.43/MONTH FLAT RATE-O & M (Operation & Maintenance only)
SEWER ONLY-BUSINESS	\$27.43/MONTH FLAT RATE-O & M (Operation & Maintenance only) \$1.22/1000 GALLONS Minimum Gallons 1000 Adopted 5/4/05
SEWER ONLY-SEASONAL (NON-HOMESTEAD) RESIDENTS	\$20.57/MONTH FLAT RATE-(Based on 6 months as full fee & 6 months at 1/2 fee of Homestead Residents)

WATER	
BLOWING WATER LINE-Revised 8/15/07 by CC	\$135.00
SAFE WATER FEE	.53/MO REIMB TO STATE
WATER USER FEES (3/1/09 15% increase \$10.58 Flat Fee) (3/1/09 15% increase \$3.02/1000 gallons)	\$9.20/MONTH FLAT FEE-OM & R (Operations/Maintenance & Replacement)+ \$2.63/1000 GALLONS Minimum Gallons 1000
WATER METERS- Residential-radio read meter	Total Cost + Sales Tax 6.5% + 60 (Sales Tax 6.5% + 25-admin fee; 35-Maint charge)
- Commercial-radio read meter	Total Cost + Sales Tax 6.5% + 60 (Sales Tax + 25-admin fee; 35-Maint charge)
WATER RECONNECT FEE	\$50.00
WATER RATE SALES TO CONTRACTORS	\$5.00/THOUSAND GALLONS+Sales Tax 6.5%+25.00 FLAT RATE Adpt10/4/06eff11/1/06

ZONING/PERMITS	
BUILDING PERMITS	SEE PERMIT SCHEDULE
CONDITIONAL USE PERMIT	\$200.00
CONSTRUCTION SITE PERMIT	\$25.00
EXCAVATION PERMIT	\$20.00
MECHANICAL & PLUMBING PERMITS (each)	
Residential	
New House	\$75.50
Remodel	\$40.50
Commercial	
Contract Valuation \$2500 or less	\$40.50
Contract Valuation \$2501 and up 1.5% of contract valuation	
PLATTING	
Administrative Plat	\$100.00
Preliminary Plat	
1-3 Lots	\$300.00
4-10 Lots	\$500.00
11-40 Lots	\$1,500.00
Over 40 Lots	\$5,000.00
Final Plat	\$300.00
REZONE	\$200.00
STEARNS COUNTY ENVIRONMENTAL SERVICE	ACTUAL COST
VARIANCE	\$200.00
FINANCIAL ASSISTANCE APPL FEE	\$2,500
ZONING MAP	\$2.00 (Fee includes MN Sales Tax=1.88 x 6.5%=\$2.00)
ZONING MANUAL	\$25.00 (Fee includes MN Sales Tax=23.47 x 6.5%=\$25.00)
ZONING/SUBDIVISION FEES-Public Land Dedication Fee	
Single Family Development	1,800 SQ FEET PER LOT OR BASED ON VALUE OF LAND
Multi Family Development	1,500 SQ FEET PER LOT OR BASED ON VALUE OF LAND

Code Consulting Professionals, LLC

	A	B	C	D
1	Building Permit Fees	Current		Proposed
2	0-\$1,500	25		\$50.00
3	\$1,501-\$2,000	25 +\$1.50 for each \$100 there after		\$50 +\$1.50 for each \$100 there after
4	\$2,001-\$25,000	\$32.5+ \$3 for each \$1000 there after		\$57.50+ \$3 for each \$1000 there after
5	\$25,001 & up	.0055 of Value		.0055 of Value
6	Flat fees for residential residing, roofs, windows, & demolition	\$25.00		\$50.00
7	If doing more than one of the above use valuation above			
8	Plan Review Fees			
9	Additional Plan review required by changes or revisions to approved plans	\$50 per hour (half hour minimum)		\$50 per hour (half hour minimum)
10	Additional Inspections	\$50 per hour (half hour minimum)		\$50 per hour (half hour minimum)
11	Investigation fee (working without a permit)	Equal to permit fee less surcharge		Equal to permit fee less surcharge
12				
13	Plumbing Fees			
14	Residential			
15	New house	\$75.00		\$100.00
16	Remodel	\$40.00		\$50.00
17	Water Conditioner	\$35.00		\$35.00
18	Additional Inspections	\$50 per hour (half hour minimum)		\$50.00
19	Investigation fee (working without a permit)	Equal to permit fee less surcharge		Equal to permit fee less surcharge
20	Commercial			
21	Contract Valuation \$2500 or less	\$40.00	\$3000 or Less	\$50.00
22	Contract Valuation \$2501 and up	1.5% of contract valuation	\$3001 and up	\$50 + 2% of contract valuation
23	Additional Inspections	\$50 per hour (half hour minimum)		\$50 per hour (half hour minimum)
24	Investigation fee (working without a permit)	Equal to permit fee less surcharge		Equal to permit fee less surcharge
25				
26	Mechanical Fees	Proposed		
27	Residential			
28	New house	\$75.00		\$100.00
29	Remodel	\$40.00		\$50.00
30	Fireplace	\$35.00		\$50.00
31	Additional Inspections	\$50 per hour (half hour minimum)		\$50 per hour (half hour minimum)
32	Investigation fee (working without a permit)	Equal to permit fee less surcharge		Equal to permit fee less surcharge
33	Commercial			
34	Contract Valuation \$2500 or less	\$40.00	\$3000 or Less	\$50.00
35	Contract Valuation \$2501 and up	1.5% of contract valuation	\$3001 and up	\$50 + 2% of contract valuation
36	Additional Inspections	\$50 per hour (half hour minimum)		\$50 per hour (half hour minimum)
37	Investigation fee (working without a permit)	Equal to permit fee less surcharge		Equal to permit fee less surcharge
38	Plan Review Fees	65% of Permit Fee		65% of Permit Fee
39	Additional Plan review required by changes or revisions to approved plans	\$50 per hour (half hour minimum)		\$50 per hour (half hour minimum)
40	Additional Inspections	\$50 per hour (half hour minimum)		\$50 per hour (half hour minimum)
41	Investigation fee (working without a permit)	Equal to permit fee less surcharge		Equal to permit fee less surcharge
42				

January 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 NEW YEARS DAY CITY HALL CLOSED	2	3
4	5	6	7 6 PM COUNCIL	8 6pm CANCELLED PARK 7PM PERSONNEL COMM 7pm PARK & REC	9	10
11	12 6PM EDA 6PM FINANCE COMM	13 6:30PM PLANNING COMMISSION Pc deadline	14	15	16	17
18	19 MLK DAY CITY HALL CLOSED	20 6:30 PM SCML— FREEPORT	21 6 PM COUNCIL	22	23	24
25	26 7 FIRE DEPT	27 5:30 PM AREA JOINT CITIES WAITE PARK publish	28	29	30	31

February 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 6PM COUNCIL	5 6PM NATURE PARK 7PM PARK & REC	6	7
8	9 6 PM EDA	10 6:30 PM PLANNING COMMISSION <i>Pc deadline</i>	11	12	13	14
15	16 PRESIDENTS DAY CITY HALL CLOSED	17	18 6PM COUNCIL	19	20	21
22	23 7PM FIRE DEPT	24 <i>publish</i>	25	26	27	28

March 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 6PM COUNCIL	5 6PM NATURE PARK 7PM PARK/REC	6	7
8 DAYLIGHT SAVINGS STARTS	9 6PM EDA	10 6:30PM PLANNING COMMISSION Pc deadline	11	12	13	14
15	16	17	18 6PM COUNCIL	19	20	21
22	23	24	25	26	27	28
29	30 7PM FIRE DEPT	31 5:30 PM AREA JOINT CITIES ST AUGUSTA publish				

April 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 6 PM COUNCIL	2 6PM NATURE PARK 7PM PARK/REC	3	4
5	6	7 SPECIAL SCHOOL ELECTION DISTRICT 750	8	9	10	11
12	13 6PM EDA	14 6:30PM PLANNING COMMISSION Pc deadline	15 6 PM COUNCIL	16	17	18
19	20	21	22	23	24	25
26	27 7PM FIRE DEPT	28 publish	29	30		

May 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 6PM COUNCIL	7 6PM NATURE PARK 7PM PARK/REC	8	9
10	11 6PM EDA	12 6:30 PM PLANNING COMMISSION Pc deadline	13	14	15	16
17	18 7PM FIRE DEPT	19 8 PM SCML	20 6PM COUNCIL	21	22	23
24	25 MEMORIAL DAY CITY HALL CLOSED	26 <i>publish</i>	27	28	29	30
31						

June 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 6PM COUNCIL	4 6PM NATURE PARK 7PM PARK/REC	5	6
7	8 6PM EDA	9 6:30 PM PLANNING COMMISSION Pc deadline	10	11	12	13
14	15	16	17 6PM COUNCIL	18	19	20
21	22	23	24	25	26	27
28	29 7PM FIRE DEPT	30 5:30 PM AREA JOINT CITIES ST CLOUD publish				

July 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 6PM COUNCIL	2 6PM NATUR PARK 7PM PARK/REC	3 CITY HALL CLOSED	4 INDEPENDENCE DAY
5	6	7	8	9	10	11
12	13 6PM EDA	14 6:30PM PLANNING COMMISSION <i>Pc deadline</i>	15 6PM COUNCIL	16	17	18
19	20	21	22	23	24	25
26	27 7PM FIRE DEPT	28 <i>publish</i>	29	30	31	

August 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 6PM COUNCIL	6 6PM NATURE PARK 7PM PARK/REC	7	8
9	10 6PM EDA	11 6:30PM PLANNING COMMISSION Pc deadline	12	13	14	15
16	17	18	19 6PM COUNCIL	20	21	22
23	24	25 publish	26	27	28	29
30	31 7PM FIRE DEPT					

September 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 6PM COUNCIL	3 6PM NATURE PARK 7PM PARK/REC	4	5
6	7 LABOR DAY CITY HALL CLOSED	8 6:30PM PLANNING COMMISSION Pc deadline	9	10	11	12
13	14 6PM EDA	15	16 6PM COUNCIL	17	18	19
20	21	22	23	24	25	26
27	28 7PM FIRE DEPT	29 5:30 PM AREA JOINT CITIES ROCKVILLE publish	30			

October 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 6PM NATURE PARK 7PM PARK/REC	2	3
4	5	6	7 6PM COUNCIL	8	9	10
11	12 6PM EDA	13 6:30PM PLANNING COMMISSION Pc deadline	14	15	16	17
18	19	20 8 PM SCML	21 6PM COUNCIL	22	23	24
25	26 7PM FIRE DEPT	27 publish	28	29	30	31

November 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 6PM COUNCIL	5 6PM NATURE PARK 7PM PARK/REC	6	7
8	9 6PM EDA	10 6:30PM PLANNING COMMISSION <i>Pc deadline</i>	11 VETERANS DAY CITY HALL CLOSED	12	13	14
15	16	17	18 6PM COUNCIL	19	20	21
22	23	24 <i>publish</i>	25	26 THANKSGIVING CITY HALL CLOSED	27 CITY HALL CLOSED	28
29	30 7PM FIRE DEPT					

December 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 6PM COUNCIL	3 6PM NATURE PARK 7PM PARK/REC	4	5
6	7	8 6:30PM PLANNING COMMISSION Pc deadline	9	10	11	12
13	14 6PM EDA	15	16 6PM COUNCIL	17	18	19
20	21	22 8 PM AREA JOINT CITIES ST JOSEPH	23	24	25 CHRISTMAS DAY CITY HALL CLOSED	26
27	28 7PM FIRE DEPT	29 publish	30	31		

RESOLUTION NO. 2009-01

**RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE**

BE IT RESOLVED by the City Council (the "Council") of the City of Rockville, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Administrator to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 7th day of January, 2009, by the City Council.

ATTEST:

VERENA M. WEBER-CMC
ADMINISTRATOR/CLERK

JEFF HAGEN
MAYOR

EXHIBIT A

**SAMPLE
Declaration of Official Intent**

The undersigned, being the duly appointed and acting Administrator/Clerk of the City of Rockville, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.
2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

SEE ATTACHED SPREADSHEET

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$_____ is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: _____

City Administrator/Clerk
City of Rockville, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Administrator/Clerk of the City of Rockville, Minnesota, hereby certifies the following:

The foregoing is a true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular or special meeting of the Council held on _____, _____. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member _____ moved the adoption of the Resolution, which motion was seconded by Council Member _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Administrator/Clerk of the City of Rockville, Minnesota, this ____ day of _____, 2009.

City Administrator/Clerk
City of Rockville Minnesota

Stearns County Sheriff's Office

John Sanner, Sheriff • Bruce Bechtold, Chief Deputy



LAW ENFORCEMENT CENTER

807 Courthouse Square
P.O. Box 217
St. Cloud, MN 56302-0217

DEC 11 2008

December 11, 2008

Rena Weber, City Administrator/Clerk
City of Rockville
209 Broadway Street East
P.O. Box 93
Rockville, MN 56369

RE: Renewal of 2009 Contract for Police Services

Dear Rena:

Enclosed please find the contract for police services for 2009. The only change is that the hourly rate has been increased from \$40/hour to \$45/hour. If this meets with your approval please sign and return to me at your earliest convenience.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads 'John L. Sanner'.

Sheriff John L. Sanner
Stearns County Sheriff's Office

JLS/bjm

Contract for Police Services

This Agreement, made and entered into this 1st day of January, 2009, 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, 2009 to December 31, 2009. On or before October 1, 2009, 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, 2009. 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, 2009. 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 42 hours per month, subject to seasonal adjustments, and to pay the actual cost thereof. The estimated hourly rate for 2009 is to be \$45.00, for an estimated total yearly payment of \$22,680.00 for the year 2009, 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: _____