

Would you prefer a deposit of \$500 or a check in the full amount that you hold until council action?

Aarron

From: Rena Weber [<mailto:rweber@rockvillecity.org>]
Sent: Thursday, October 20, 2011 9:24 AM
To: Aarron Reinert
Cc: rhansen@mywdo.com; Judy Neu; Cindy Anderson
Subject: RE: Sewer assessment

Thanks Aarron - the total amount of the check would be \$6680.86 or the deposit would be \$500.

The council meets again on 11/16/11.

I am including my staff on this e-mail so they know too what is being proposed.

Rena Weber
Administrator/Clerk

From: Aarron Reinert [<mailto:aarronr@lrems.com>]
Sent: Thursday, October 20, 2011 9:14 AM
To: Rena Weber
Subject: Sewer assessment

Ms. Weber,

Thank you for your time on the phone this morning. As you are aware, we are working with the neighboring property to share the costs of the line between the street and our grinder stations. We would like to request to have our sewer assessment placed on our property tax bill. Realizing that this request takes council approval and Mike and Rachael Loundenbauch are ready to begin construction now, we would agree that if the council does not approve the request we would pay the assessment fee in full immediately. Also, if a deposit is required please let us know the amount and we will mail a check immediately. We could also send you a check for the full amount of the assessment that could be held until council action. If the council approves the check could be returned, if the council denies the request the check could be cashed.

Thank you for your consideration of this matter.

Aarron and Michelle Reinert

Aarron Reinert, NREMT - P, B.A.
Executive Director
Lakes Region EMS
P.O. Box 266
39840 Grand Ave
North Branch MN 55056

(651) 277 - 4911 ext 104
(651) 674 - 4628 Fax
(763) 520 - 2525 24 hour emergency
www.lrems.com

Serving our customers with state of the art patient care, outstanding customer service, dedication to the communities we serve, and financial health and responsibility

11/7/2011



Stearns County Sheriff's Office

John Sanner, Sheriff • Bruce Bechtold, Chief Deputy

COPIED TO: CC X

DATE 11/16 PC _____

OCT 27 2011

STAFF _____

P&R _____

FIRE _____

LAW ENFORCEMENT CENTER

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

October 25, 2011

RENA WEBER, CITY ADMINISTRATOR/CLERK
CITY OF ROCKVILLE
209 BROADWAY STREET EAST
P.O. BOX 93
ROCKVILLE, MN 56369

RE: Renewal Contract for Police Services for 2012

Dear Rena:

Enclosed please find the contract for police services for 2012. 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,

Sheriff John L. Sanner
Stearns County Sheriff's Office

Enclosure
JLS/bjm

Contract for Police Services

This Agreement, made and entered into this 1st day of January, 2012, 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, 2012 to December 31, 2012. On or before September 1, 2012, the County or the Sheriff shall notify the Municipality of the best estimate of the per hour rate effective for the proposed 2013 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, 2012. 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, 2012. 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.

9) 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 2012 is to be \$45.00, for an estimated total yearly payment of \$20,520.00 for the year 2012, 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 Whereof, 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: _____