

NOTES FROM A FINANCE COMMITTEE MEETING HELD TUESDAY, JULY 2, 2013 –11:00 A.M. ROCKVILLE CITY HALL

The meeting was called to order by Chair Sue Palmer. Roll Call was taken and the following members were found to be present: Chair Palmer & Randy Volkmuth. Absent: None.

Staff present: Administrator/Clerk Rena Weber & Finance/Billing/Administrative Asst. Judy Neu.

Other's present: Duane Willenbring, Mary Stensrud, Fran Platzer & Rick Tallman.

RICK TALLMAN – WATER RATE ISSUE – Chair Palmer indicated that the purpose of the meeting was to listen to Rick Tallman CFUR (Citizens for Fair Utility Rates) spokesperson.

Mr. Tallman cited areas of concern:

- Rate structure Vs rates (end results)
- \$4.96 cost per thousand gallons according to MNRWA study
- If the cost to produce one thousand gallons is \$4.96 why do we have a base cost and user cost?

Member Volkmuth explained the portion that is based on fixed rate and then there is a rate for the usage.

Discussion from both sides

Chair Palmer indicated that every person is paying for use (access) of the system. What are you asking for?

Mr. Tallman would like to see the first 1,000 gallons included in the base fee.

Rena Weber indicated that rate per thousand gallons would have to be \$4.51 per thousand gallons if 1,000 is included in the base fee.

Duane Willenbring presented a proposal based on equivalency units. No action was taken.

Mary Stensrud and Fran Platzer would like to see a change in the billing so people can understand. John Clark Senior Housing already has their bill broken out so they can understand it better.

Chair Palmer agreed to put something in writing for the next newsletter explaining how we bill and why we bill it this way.

Motion by Member Volkmuth, second by Chair Palmer, to ask the council to consider including 1,000 gallons in the base fee thereby changing the \$3.55 to \$4.51 per thousand gallons. Motion carried.

Mr. Tallman asked the committee to consider the Sewer rate as he should pay less than maximum winter rate.

Arcon – SAC WAC fees on next.

Adjournment: Motion by Member Volkmuth, second by Chair Palmer, to adjourn the meeting at 12:09 p.m. Motion carried.

Submitted by:

Rena Weber

ARCON DEVELOPMENT

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covenant, condition, obligation or agreement on its part to be observed or performed under this Development Agreement; the failure by the Developer to pay contractors, subcontractors, laborers, or materialmen; the failure by Developer to pay for materials; the failure by Developer to obtain necessary permits and authorization to construct the work described in this Development Agreement; because building permits were issued prior to the completion and acceptance of the Municipal Improvements; or the City's exercise of any of its rights in the event of a default by Developer. Developer further agrees to indemnify, defend, and hold the City, its officers, engineers, agents and employees harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including attorneys' fees. The release and indemnification in this provision shall not include the engineering firm of Short Elliot Hendrickson ("SEH") in the performance of engineering services for the design and development of the plans and specifications for the Municipal Improvements on behalf of Developer.

ARTICLE 24 MISCELLANEOUS

24.1 STREET NAMING. Street names must be approved by the City.

24.2 PROFESSIONAL CONSULTANT FEES. If the City must bring and incur costs in an enforcement action upon the default of the Developer, and the City prevails in the enforcement action, then Developer shall reimburse the City for costs incurred in the enforcement action, including reasonable fees of the City's professional consultants.

24.3 DEFAULT AND REMEDIES. If Developer fails in any way to perform or observe any covenant, condition, or obligation contained in this Agreement or the any other agreement between Developer and the City relating to the Development Property, Developer agrees that the City may do any, all, or any combination of the following: (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Development Property; (ii) seek injunctive relief; (iii) terminate this Agreement and all of the obligations contained herein without terminating Developer's obligation to reimburse the City for costs it has incurred with regard to this Agreement or the Development Property; (iv) draw on or utilize any funds or other security provided to the City pursuant to this Agreement and complete the Municipal Improvements; (v) suspend any work or improvement on the Development Property by issuing a stop work order; and/or (vi) take any other action at law or in equity which may be available to the City.

24.4 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. If any agreement contained in this Agreement is breached by the Developer and thereafter waived in writing 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 breaches hereunder. All waivers by the City must be in writing to be effective.

24.5 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City