



City of Delano
234 2nd Street North, PO Box 108
Delano, MN 55328
763-972-0550
Fax: 763-972-6174
www.delano.mn.us

DEPOSIT AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____ 20____ by

Applicant Name _____, Company Name _____

Address _____ City _____ State _____ Zip _____

(Applicant); the City of Delano, A Minnesota Municipal Corporation; and the Delano Water, Light and Power Commission, (AKA Delano Municipal Utility), a Statutory Commission (City).

WHEREAS, Applicant has applied for the following approval(s): (the "Requested Approval"); and

- 1. _____
2. _____
3. _____
4. _____

WHEREAS, in conjunction with City's review of the Requested Approval, the City may incur costs, including administrative, legal, planning, engineering, and other consulting costs, as are currently being charged by said consultants (applicant may request a listing of current fees being charged) and City requires a guaranty that such costs will be paid by Applicant; and

WHEREAS, Applicant acknowledges the receipt of a benefit from City's review of the Requested Approval and from City's Review Costs.

NOW, THEREFORE, Applicant and City agree as follows:

- 1. Deposit. Applicant has made, and City acknowledges receipt of, the following deposits required for the Requested Approvals, consistent with R-03-45 (Resolution amending R-99-38 "Application Procedures and Fees") and R-07-34 (Resolution adopting Policies for Annexation). All such deposits hereafter collectively referred to as the "Deposit Funds":

Table with 3 columns: Requested Approval, Base (Non-refundable), Escrow. Rows 1-4.

- 2. Use of Deposit Funds. City may, at any time, draw upon the Deposit Funds (Escrow) to pay Review Costs for the Requested Approvals. City shall determine the Review Costs based upon the rates listed in the most current fee schedule adopted by the Delano City Council and

referred to on page 1. The fee schedule is subject to change by the City Council, without notice to the Applicant.

3. **Conditions of Deposit.** The following conditions shall apply to the Deposit Funds:
 - a. If not listed in the City fee schedule, administrative hourly rates for processing applications shall be determined by multiplying employees hourly rate by a factor of 2.0 to cover all benefits and overhead incurred by the City.
 - b. Payment shall be made to City consultants, including but not limited to, engineering, legal and planning, in the amounts actually billed to the City, according to the customary consulting rates in effect at that time. Such consulting services or costs shall reasonably and necessarily relate to the subject matter of the Requested Approval, as determined by City in its sole discretion.
 - c. City shall not be responsible for paying any interest on the Deposit Funds.
 - d. If, in the discretion of the City, there is deemed to be an inadequate balance in Applicant's deposit account for all the Review Costs incurred or to be incurred by the City; the City will notify Applicant of the need for additional Deposit Funds. Applicant agrees to make such additional deposits within ten (10) days of notice.
 - e. No Requested Approval will be acted upon or processed by any City personnel until all Deposit Funds due at the time of original submission, or which thereafter become due pursuant to subparagraph 3.d., have been paid in full.
4. **Positive Balances in Account.** In the event there is a positive balance in the deposit account and there is (a) completion of the development process, either in the form of final approval or final denial of the Requested Approvals, or (b) an application is withdrawn by Applicant, then the balance shall be paid to Applicant within ninety (90) days of receipt by City of a written request by Applicant for payment.
5. **Accounting.** Upon request by Applicant, City will provide an accounting of all expenses charged against the account, but in no event more often than once monthly. An accounting will be provided when City notifies Application of a requirement for additional deposits and when the account is closed.
6. **Breach.** In the event of breach of any terms of this Agreement by Applicant, City may, at its option, cease processing any Requested Approval that has been submitted by Applicant and order Applicant to cease any further development or work on any project to which the Requested Approval relates. Applicant shall be responsible for all costs and expenses, including attorney's and expert's fees and costs, incurred by City to enforce this Agreement or to collect any monies due to City from Applicant pursuant to this Agreement.
7. **Validity.** If any portion, section subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
8. **Amendments.** No amendment or change of any kind to this Agreement shall be valid unless made in writing and executed by the party to be bound.
9. **Binding Agreement.** Applicant recognizing and agrees that all terms and conditions of this Agreement shall be binding upon the heirs, successors, administrators, and assigns of Applicant.

IN WITNESS WHEREOFF, the parties to this Agreement have caused these presents to be executed as of the day and year aforesaid.

Applicant:

State of Minnesota)
)SS
County of _____)

By: _____
Printed Name: _____
It's _____
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ the _____ of _____
a Minnesota _____ on behalf of the _____.

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Expiration: _____

Applicant:

State of Minnesota)
)SS
County of _____)

By: _____
Printed Name: _____
It's _____
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ the _____ of _____
a Minnesota _____ on behalf of the _____.

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Expiration: _____

City of Delano:

By: _____
Printed Name: _____
It's Mayor _____
Date: _____

By: _____
Printed Name: _____
It's City Clerk _____
Date: _____

State of Minnesota)
)SS
County of Wright)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, the Mayor and _____, the City Clerk,
both of the City of Delano, a Minnesota Municipal Corporation on behalf of the corporation.

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Expiration: _____

Water, Light and Power Commission:

By: _____
Printed Name: _____
It's Chairman _____
Date: _____

By: _____
Printed Name: _____
It's Secretary _____
Date: _____

State of Minnesota)
)SS
County of Wright)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, the Chairman and _____, the Secretary,
both of the Delano Water, Light and Power Commission, a Statutory Commission, on behalf of said Commission.

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Expiration: _____