

**Sonja Birr**

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**From:** Greg Minikel  
**Sent:** Friday, September 18, 2020 12:38 PM  
**To:** Kathleen McDaniel  
**Cc:** Jane Rhode; Elizabeth Majerus; Dan Koski; Sonja Birr  
**Subject:** Proposed Composting Agreement between the City of Manitowoc and Manitowoc County  
**Attachments:** Proposed Composting Agreement with Manitowoc County & Related E-mails.pdf; Green Sheet for Proposed Composting Agreement with Manitowoc County.pdf; 1994 Hawley & Beyer Recycling & Composting Agreement.pdf

Hi Kathleen,

Here is the proposed agreement from Manitowoc County for a proposed Composting Agreement.

I have noted 3 changes for the County to make. Gerry Neuser said their Corp. Counsel will fix it and resend it to me.

However, you could still review the remainder of the agreement language.

We plan to take this agreement to the PI Committee on October 7<sup>th</sup>, so we were hoping for any changes or comments prior to the meeting.

If all is good hopefully we get this approved at the Oct. 19<sup>th</sup> Council Meeting.

There was an old agreement between Jeff Beyer and Mike Hawley from 1994 after the recycling laws went into effect. See the attached old agreement.

The basic deal (which is what was verbally explained to me in about 1997 by former Dep. Dir. Of Public Works, Ken Kalscheur) was that the City would pay the County \$144,000 annually or \$12,000/month for the County to run the Compost site and provide the City with assistance on Public Education, etc.

In exchange or return, the County would pay an amount to the City for Commercial Recyclables to be taken to the MRF. The amount for nearly the past 20 years has been about \$117,000/Year.

So, the difference was \$27,000.

Over the past 20 years the markets have changed drastically and the County does not get a lot of commercial recyclables from the City anymore. The haulers take a lot of recyclables to other private parties.

On the recycling report we would always show \$20,000 annually for Education - Purchased Services and \$124,000 for Other Cost Allocations – Processing & Marketing. We will have to change the numbers moving forward.

However, the good news and bottom line is that this change will be budget neutral for both parties and it will not affect the amount of DNR Grant Funding that the City gets from the DNR annually.

## Greg Minikel

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**From:** Gerry Neuser <GerryNeuser@co.manitowoc.wi.us>  
**Sent:** Thursday, September 17, 2020 12:37 PM  
**To:** Greg Minikel; Dan Koski  
**Cc:** Jon Reisenbuechler  
**Subject:** RE: Successor to Hawley - Beyer Agreement - New Composting Agreement

Will do...thanks Greg!

Gerard J. Neuser, CDT, CCCA  
Director, Manitowoc County DPW  
1028 S. 9th Street  
Manitowoc, WI 54220  
920.683.4307 phone  
920.683.4475 fax  
[gerryneuser@co.manitowoc.wi.us](mailto:gerryneuser@co.manitowoc.wi.us)

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-----Original Message-----

**From:** Greg Minikel <[gminikel@manitowoc.org](mailto:gminikel@manitowoc.org)>  
**Sent:** Thursday, September 17, 2020 11:06 AM  
**To:** Gerry Neuser <[GerryNeuser@co.manitowoc.wi.us](mailto:GerryNeuser@co.manitowoc.wi.us)>; Dan Koski <[dkoski@manitowoc.org](mailto:dkoski@manitowoc.org)>  
**Cc:** Jon Reisenbuechler <[JonReisenbuechler@co.manitowoc.wi.us](mailto:JonReisenbuechler@co.manitowoc.wi.us)>  
**Subject:** RE: Successor to Hawley - Beyer Agreement - New Composting Agreement

**WARNING:** This message originated from outside of Manitowoc County's email system. Any attachments or links should be carefully considered before proceeding. Think before you click!

Hi Gerry,

I just quickly read through the agreement and in general it looks good.

I do have a couple corrections or additions.

On Page 1, No. 3, the agreement shall commence on January 1, 2021 not 2020.

Under No. 8 Notice. For the City you should probably list City Clerk, 900 Quay St. Manitowoc, WI 54220

On the signature block, please change the City Clerk's Name. Jennifer Hudon is retired.

The current City Clerk is Deborah Neuser.

When you send back a revised agreement, I will forward it on to the City Attorney for her review. Thanks.

-----Original Message-----

From: Gerry Neuser [<mailto:GerryNeuser@co.manitowoc.wi.us>]  
Sent: Thursday, September 17, 2020 8:47 AM  
To: Dan Koski; Greg Minikel  
Cc: Jon Reisenbuechler  
Subject: Successor to Hawley - Beyer Agreement - New Composting Agreement

Hello Dan and Greg,

Please find attached the proposed Composting Agreement that is the successor to the informal "Hawley-Beyer Agreement" for use of the County's Compost Site by the City of Manitowoc for municipal leaf and brush collections and program education.

As we discussed, this new agreement will be budget-neutral to both the City & County, as the annual payment equals the net of what the City has been paying the County annually thru the Hawley-Beyer Agreement since at least 2001.

Per our last conversation, you will forward this to the City Attorney for her review.

If she needs to contact the County Corporation Counsel, it's fine that she goes directly to him so we can keep this on schedule for an anticipated approval by the City Council at their October meeting.

I understand you'll be running this through your oversight committee on Oct. 7 and the City Council on Oct. 19.

I'd like to attend those meetings in case there are any questions I can answer.

Please let me know where and at what times these meetings are scheduled.

It's been a pleasure working with both of you on this matter.

Inter-governmental cooperation like this benefits all of us!

Thanks,

Gerry

Gerard J. Neuser, CDT, CCA  
Director, Manitowoc County DPW  
1028 S. 9th Street  
Manitowoc, WI 54220  
920.683.4307 phone  
920.683.4475 fax  
[gerryneuser@co.manitowoc.wi.us](mailto:gerryneuser@co.manitowoc.wi.us)

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Sonja

Greg Minikel

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**To:** Dan Koski; Greg Minikel  
**Cc:** Jon Reisenbuechler  
**Subject:** Successor to Hawley - Beyer Agreement - New Composting Agreement  
**Attachments:** 2020-RC-2A2 City of Manitowoc Composting Intergovernmental Agreement (09-16-2020 Manitowoc Co. Draft).pdf

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Gerry

Gerard J. Neuser, CDT, CCCA  
Director, Manitowoc County DPW  
1028 S. 9th Street  
Manitowoc, WI 54220  
920.683.4307 phone  
920.683.4475 fax  
[gerryneuser@co.manitowoc.wi.us](mailto:gerryneuser@co.manitowoc.wi.us)

Add to  
Oct. 7<sup>th</sup>  
PI Comm.  
Agenda

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## COMPOSTING AGREEMENT

This COMPOSTING AGREEMENT (Agreement) is entered into by and between Manitowoc County (County), a governmental body corporate and politic pursuant to Wis. Stat. § 59.01, whose principal address is Courthouse, 1010 South Eighth Street, Manitowoc, Wisconsin 54220, and the City of Manitowoc (City), a Wisconsin municipal corporation pursuant to Wis. Stat. § 62.02, whose principal address is 900 Quay Street, Manitowoc, Wisconsin 54220. County and City may be referred to individually as a "Party" or collectively as the "Parties."

**WHEREAS**, 1989 Wisconsin Act 335, effective May 11, 1990, established a goal of reducing the amount of solid waste being sent to landfills through the development of programs that reduce, reuse, and recycle waste; and

**WHEREAS**, Wis. Stat. § 66.0301 authorizes governmental bodies to enter into intergovernmental cooperative agreements; and

**WHEREAS**, 1989 Wisconsin Act 335 requires each municipality in the state to operate an effective recycling program as outlined by the Act; and

**WHEREAS**, County and City, acting for their commercial benefit and for the health, safety, and general welfare of its citizens, deem that it is in the Parties mutual interest to enter into an intergovernmental cooperative agreement for the provision of composting residential yard materials;

**NOW, THEREFORE**, in consideration of the premises set forth above, and the mutual agreements, covenants, promises, and obligations set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing Recitals are hereby incorporated as if fully set forth herein and are hereby made a part of this AGREEMENT.

2. **AUTHORITY.** This Agreement is entered into pursuant to and under the authority of Wis. Stat. § 66.0301.

3. **TERM AND TERMINATION.** This Agreement shall commence on January 1, ~~2020~~<sup>2021</sup> at 12:00 a.m. and end on April 30, 2034 at 11:59 p.m., unless terminated at an earlier date pursuant to Paragraph 9 of this AGREEMENT.

4. **COUNTY DUTIES AND RIGHTS.** County agrees to develop, implement, operate, and provide a composting program in cooperation with City consistent with the following:

a. County shall provide a composting site to receive, process, and market compost material that City delivers to County.

b. County shall accept compostable material at the composting site on such days and at such times as reasonably established by the County from time to time.

c. The County's composting site shall be reasonable centrally located for City of Manitowoc residents. The Parties agree that the County's current composting site located at 3000



(b) The Parties agree to attempt in good faith to resolve any dispute which may arise between them regarding the interpretation or performance of this Agreement. The Parties agree that such good faith attempts shall not be required to be continued for more than 60 days.

(c) Either Party shall have the right to terminate this Agreement upon default of the other, provided that the defaulting party has received at least 30 days written notice specifying the nature of the default, has been provided notice specifying a reasonable period of time to cure the default, and has failed to cure the default within such reasonable period of time.

(d) If performance of any action by any party is prevented or delayed by an act of God, war, labor dispute involving persons with whom the party has no employment relationship, or any other cause beyond the reasonable control of such party, the time for the performance of such action shall be extended during the period that such action is delayed or prevented by such cause, provided, however, that this Agreement shall not be extended beyond its terms.

(e) In the event that circumstances beyond the control of either party result in an inability of either party to perform its obligations under this Agreement for a period of time exceeding 6 months, either party may terminate this Agreement after 30 days written notice.

(f) Termination of this Agreement for any reason shall not limit or otherwise affect the respective rights and obligations of the parties accrued prior to the date of termination.

(g) The remedies provided by this Agreement or otherwise available at law or equity shall be cumulative, and the election of any remedy shall not bar any other remedy available to the party.

**10. RESERVATION OF RIGHTS.** The failure of a Party to make any election under this Agreement, enforce any provision contained in this Agreement, or exercise any right with respect to the Agreement shall not in any way be considered to waive such election, provision, or right, or to in any way affect the validity of this Agreement. The failure of a Party to exercise any election, provision, or right shall not preclude or prejudice the Party from later enforcing or exercising the same or any other election, provision, or right that it may have under the Agreement. The consent to or approval of any act or request by any Party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.

**11. NON-APPROPRIATION OF FUNDS, SUSPENSION OF SERVICES.** If County fails to appropriate sufficient funds to carry out its obligations under this Agreement at any time during the term of this Agreement, this Agreement shall become null and void upon written notice to City.

**12. THIRD PARTY BENEFICIARIES.** This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

**13. COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**14. SIGNATURE AUTHORITY.** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Party and that they have full and complete authority to bind their respective Party by executing this Agreement.

15. **PARAGRAPH HEADINGS.** All paragraph and subparagraph headings contained in this AGREEMENT are for convenience in reference only, and are not intended to define or limit the scope of any provision.

16. **COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

17. **MODIFICATION.** This Agreement may not be altered, amended, or modified except by a written agreement which expressly states that it constitutes an amendment to this Agreement and which has been signed by duly authorized representatives of the parties.

18. **SEVERABILITY.** The provisions of this Agreement are severable and if any condition, covenant, or term is found to be invalid, unenforceable, or void by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect and shall not in any way be affected, impaired, or invalidated unless the effect of holding such provision invalid, unenforceable, or void is to defeat the entire purpose of the Agreement.

19. **ENTIRE AGREEMENT.** Each Party acknowledges that no agreement, inducement, promise, or representation has been made by or on behalf of any party except as specifically set forth herein. Each Party acknowledges and agrees it has relied on its own judgment in entering into this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement.

MANITOWOC COUNTY

CITY OF MANITOWOC

By: \_\_\_\_\_  
Gerard Neuser  
Director, Public Works

By: \_\_\_\_\_  
Justin Nickels  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jessica Backus  
County Clerk

By: \_\_\_\_\_  
~~Jennifer Hudon~~ *Deborah Neuser*  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_



REQUEST FOR LEGAL SERVICE

TO: City Attorney's Office  
FROM: Greg Minikel, P.E. Engineering Division Manager  
SUBJECT: Proposed Composting Agreement with Manitowoc County

DATE OF REQUEST: 9/17/20    DATE RESPONSE NEEDED: 10/2/20

*Employees: Please submit this form to your department head for review. They will approve and email to the Attorney's Office.*

*Department Heads: Please email this form to Kathleen McDaniel ([kmcdaniel@manitowoc.org](mailto:kmcdaniel@manitowoc.org)) and Jane Rhode ([jrhode@manitowoc.org](mailto:jrhode@manitowoc.org)). If you have previously submitted a request for legal service, please call Jane at 6997 for an update rather than submitting an additional request. Requests without supporting information or fiscal impact, where appropriate, will be returned for further information.*

**PLEASE REVIEW:**

**Resolution – MUST INCLUDE FISCAL IMPACT**

Please attach any relevant background information, including committee directives, previous related resolutions, or proposed wording.

Fiscal Impact:

Budget Line:

**Ordinance – MUST INCLUDE FISCAL IMPACT**

Please attach any relevant background information, including committee directives and a marked up copy of the current ordinance showing the changes you would like.

Fiscal Impact:

Budget Line:

**Contract/Agreement**

Please attach any relevant background information, including committee directives, proposed terms, and the name and phone number of the negotiator for other parties.

**Legal Opinion**

Please explain below.

**Review and Comment/Advice or Direction**

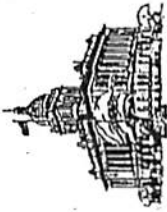
Please explain below.

**Other – Please explain below.**

Please use this box to include any additional information you believe should accompany your request.

I have included all appropriate background information with this request. If this is a Council document, please submit your request twelve days before the scheduled meeting to allow the Attorney's Office one week to prepare your document.

Requesting Employee: Greg Minikel    Date: 9/17/20



COUNTY OF MANITOWOC

MANITOWOC, WISCONSIN  
Phone (414) 683-4085

Jeffery Beyer, Director  
Public Works Department

September 30, 1994

MEMO TO: Mike Rawley  
FROM: Jeff Beyer  
RE: 1995 Recycling/Composting Revenues and Charges

As per our conversations, the following procedure will be used for billing and reimbursement purposes in 1995.

1. The City of Manitowoc will be invoiced by the county 1/12 of the total each month in 1995 as follows: (B)

Compost Site	\$124,000
Public Relations Work	20,000
Total	\$144,000
Monthly	12,000

2. The County will reimburse monthly the City of Manitowoc for commercial recyclables received. (B) \$104,199.50 Or Monthly 8,683.29
3. This is based on the premise that the City will receive the total of \$79,601 from state grants. (A)

(A) State payments are made on January 30th - 50%, July 1st - 25%, and April, 1996 - 25%.  
(B) All City and County accounts will be reconciled in April, 1996 as the charges and revenues relate to the state grant. Settlement of any difference should take place no later than January, 1997.

JB/es

*File - Manitowoc City*

**CITY OF MANITOWOC**  
WISCONSIN, USA  
[www.manitowoc.org](http://www.manitowoc.org)



December 31, 2014

Jeff Beyer, Director  
Manitowoc County Public Works  
1110 South 5<sup>th</sup> Street  
Manitowoc WI 54220

RE: 2014 Recycling

Dear Jeff:

The cost for commercial recycling is shared between the City and the County. The monthly value for 2014 was \$9,758/month or \$117,096 per year. Based on these figures, the County needs to reimburse the City for this amount.

Please remit a check to the City for \$117,096. This will close out the 2014 Commercial Recycling.

Sincerely,

*Gregory J. Minkiel, P.E.*

Gregory Minkiel, P.E.  
Engineering Team Leader

GJM/smb

ENGINEERING DEPARTMENT - 5000 QUAY STREET • MANITOWOC, WI 54220  
(920) 686.6910 FAX: (920) 686.6906



DATE	INVOICE NO
12/19/2019	0178729

**BILL TO**  
 MANITOWOC COUNTY PUBLIC WORKS  
 ATTN: GERRY NELSEN  
 1021 S 5TH ST  
 MANITOWOC, WI 54220

**DUPLICATE**

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE	DUPLICATE
PREVIOUS OUTSTANDING BALANCE						0.00	
ENGINEERING DEPT - 2019 RECYCLING:							
ANNUAL RECYCLING	1.00	117,266.00	117,266.00	0.00	0.00	117,266.00	
INVOICE TOTAL:			117,266.00	0.00	0.00	117,266.00	OK

PLEASE DETACH BOTTOM PORTION & RETURN WITH YOUR PAYMENT

For questions please contact us at (920) 686-6910

DUPLICATE DATE	INVOICE NO
12/19/2020	0178729

Customer Name: MANITOWOC COUNTY PUBLIC WORKS  
 Customer No: 000121  
 Account No: 0000131



Please remit payment by the due date to:

City of Manitowoc  
 900 QUAY ST  
 MANITOWOC, WI 54220

Service Total: 117,266.00  
 Discount: 0.00  
 Credit Applied: 0.00  
 Ending Balance: 117,266.00

INVOICE BALANCE: 117,266.00  
 AMOUNT PAID:

1998 FINAL FINANCIAL REPORT - FORM 5  
RECYCLING GRANTS TO RESPONSIBLE UNITS

City of Manitowoc  
1125 NORTH MILITARY AVENUE  
GREEN BAY WI 54307-0448

Manitowoc  
Wisconsin  
54221

Form 5700-221  
Rev. 2/99

The completion of this form is required under s. NR 52.09, Wis. Admin. Code. Please submit the completed form to the appropriate person by April 30, 1999. This form will be used by the Department only for providing program payments. Please identify program payments.

1. ACTUAL 1998 NET ELIGIBLE COST: Line 26 of Form 4A for 1998	\$ 433,727.83
2. PROJECTED 1998 NET ELIGIBLE COSTS: (This comes from your 1998 grant applications as approved by the Department)	\$ 539,265.29
3. FINAL ELIGIBLE COSTS for grant calculations: Enter the lesser of line 1 or line 2	\$ 433,727.83
4. 1998 proposed AVOIDED DISPOSAL COSTS (This comes from line 8, Section 2 of your 1998 grant application as approved by the Department)	\$ 94,650.00
5. Line 3 minus line 4 (Do not enter less than "0")	\$ 339,077.83
6. Line 5 times 60%	\$ 203,446.70
7. Your Responsible User's OFFICIAL POPULATION, as used in 1998 grant applications	34,134
8. 13 times your POPULATION from line 7	\$ 443,750.82
9. Enter the lesser of line 6 or line 8	\$ 203,446.70
10. 25% of your FINAL ELIGIBLE COSTS (25% of line 3)	\$ 108,431.96
11. BASIC RECYCLING GRANT BEFORE PRO-RATION: Enter the greater of line 9 or line 10	\$ 203,446.70
12. BASIC RECYCLING GRANT AFTER REDUCTION FOR LATE APPLICATION: If applicable: (Line 11 times N/A)	N/A
13. BASIC RECYCLING GRANT AFTER APPLYING THE ORIGINAL PRO-RATION FACTOR 67.455% of line 12 if applicable, or 57.525% of line 11	\$ 138,782.65
14. NET ELIGIBLE RECYCLING COSTS NOT FUNDED BY THE BASIC GRANT: (Line 3 minus line 13. This is your maximum possible supplemental grant)	\$ 304,975.18
15. NUMBER OF RESIDENTS DOCUMENTED AS PAYING VOLUME BASED FEES IN 1998: Enter the lesser of 30,639 or the number from line 4c, Form 6. Please see instructions for explanation.	29,130
16. Line 15 times \$4.05	\$ 117,363.50
17. ESTIMATED RECYCLING SUPPLEMENTAL GRANT: the lesser of line 14 or line 16	\$ 117,363.50
18. ESTIMATED TOTAL RECYCLING GRANT: (line 13 plus line 17)	\$ 246,156.25

FINAL PAYMENT:

19. AMOUNT OF FIRST GRANT CHECK (January 23, 1998)
 \$ 127,258.65 |

20. AMOUNT OF SECOND GRANT CHECK (June 16, 1998)
 \$ 43,432.32 |

21. TOTAL AMOUNT OF PAYMENTS: (line 19 plus line 20)
 \$ 170,690.97 |

22. GRANT AMOUNT FROM LINE 18
 \$ 246,156.25 |

23. If line 22 is greater than line 21, enter the difference on line 23. This is your ESTIMATED FINAL PAYMENT AMOUNT.
 \$ 55,289.58 |

24. If line 22 is less than line 21, enter the difference on line 24. This is the ESTIMATED AMOUNT YOU ARE REQUIRED TO REPAY. Please enclose a check for this amount.
 \$ 0.00 |

CERTIFICATION: I certify that to the best of my knowledge, the net eligible costs listed on line 1 are based on the official financial records of the responsible user, and declare it to be complete and accurate statement of recycling expenses and revenues incurred in 1998.

Signature of Authorized Representative: *[Signature]*

Printed Name and Title: KEVIN M. CRAWFORD MAYOR

Date: 4-28-99

Year To Call Telephone Number (include area code): 920-683-4440

439,943  
- 144,000  
\$295,943

295,943

295,943

94,650

201,293

132,853

34,134

273,072

132,853

91,661

132,853

76,437

163,090

29,130

117,394

117,394

215,055

For 1998

County has been

Paying City for

Commercial Recyclables

at a value of

\$ 9106/month or

\$ 109,272/yr.

City to Pay County - \$ 144,000  
(For Compost Site + Education)

County to Pay City dollars/money from Revenue for the County's Business Establishments.

State Basic Grant (B) - \$ 128,763

Diff. of No Pay from County (149,000) - \$ 76,437

City to Get Extra Grant Funds - \$ 52,326

City to Pay County - \$ 144,000

Less Extra Grant Funds - \$ 52,326

County to Pay City - \$ 91,674

\$ 52,326 @ 50% split + 26,163

per Letter of Agreement

\$ 117,837

Actual Rate for 1998

117,837

12

City to reimburse County for overpayment or vice versa.

County Paid - \$ 109,272

Calc. Year Rate - \$ 117,837

Final County to Pay City - \$ 8,565