

10/27/08 2:58 PM

CITY OF ROCKVILLE (76)

	NON J/Z NET TAX CAPACITY	J/Z NET TAX CAPACITY	TOTAL NET TAX CAPACITY
STEARNS COUNTY(OLD CITY)	\$572,710		\$572,710
MERGER AREA(2-3-4 & 5)	\$1,740,657	\$58,526	\$1,799,183
MERGER AREA(LID)(6 & 7)	\$545,144		\$545,144
TOTAL	\$2,858,511	\$58,526	\$2,917,037

FUND	CERTIFIED LEVY ON TAXABLE VALUE	LGA REDUCTIONS	HACA	MERGER AREA LID-INITIAL TAX RATE	MERGER AREA INITIAL TAX RATE	INITIAL TAX RATE
REVENUE	\$656,489			22.966%	22.966%	22.966%
ROAD & BRIDGE	\$3,000			0.105%	0.105%	0.105%
FIREMEN'S RELIEF						
WATER & SEWER						
PARK & RECREATION						
PUBLIC SAFETY						1.672%
IMP. BONDS 1997	\$9,575					1.360%
IMP. BONDS 1998	\$7,788					3.866%
FIRE	\$110,500			3.866%	3.866%	3.866%
BONDS 2003						
EDA	\$10,000			0.350%	0.350%	0.350%
BONDS 2004	\$2,800			0.096%	0.096%	0.096%
BAND/ROCKFEST	\$5,430			0.190%	0.190%	0.190%
HALL	\$222,291			7.776%	7.776%	7.776%
LAKE IMP. DISTRICT	\$14,500			2.660%		
BONDS 2008	\$10,065			0.345%	0.345%	0.345%
TOTALS	\$1,052,438			38.354%	35.694%	38.726%

7606/7607 7602/7603/7604/7605 7601

STATE PAID AIDS \$38,127 1.333%

This is a copy of the computation of your initial tax rate for taxes payable in 2009. If you notice any error in your levy, please contact the Auditor's Office immediately.

Copy sent _____

10/27/2008 11:27

WATERSHED (4)
LIABILITY INS.
SURVEY & D. A.
OSAKIS ENH
TOTAL

0.695%
0.006%
0.701%

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DATE 11-5 PC
STAFF X
P&R
FIRE

OA-775-5 Waite Park
City Resolution No. 100608-03

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DATE 11-5 PC
STAFF X
P&R _____
FILE _____

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE ORDERLY ANNEXATION)
AGREEMENT BETWEEN THE CITY OF WAITE PARK) FINDINGS OF FACT
AND ST. JOSEPH TOWNSHIP PURSUANT TO) CONCLUSIONS OF LAW
MINNESOTA STATUTES 414) AND ORDER

The city resolution for orderly annexation submitted by the City of Waite Park was reviewed for conformity with applicable law. The undersigned Assistant Chief Administrative Law Judge, acting under a delegation from the Chief Administrative Law Judge, hereby makes and files the following Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

1. A joint resolution for orderly annexation was adopted by the City of Waite Park and St. Joseph Township pursuant to Minnesota Statutes § 414.0325 and duly filed with the Office of Administrative Hearings-Municipal Boundary Adjustments.

2. A resolution adopted and submitted by the City of Waite Park, requests annexation of part of the designated area described as follows:

The E 1/2 of the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4, Section 36, Township 124N, Range 29W, Stearns County, Minnesota, EXCEPT the following:

That part of the S 1/2 of the SE 1/4, Section 36, Township 124N, Range 29W, described as parcel 18 of the State Highway Right of Way Plats, according to the plat thereof as recorded as Plats 73-12 and 73-13 in Book T of Plats, on pages 12 and 13 in the office of the County Recorder in and for said county.

3. Minnesota Statutes §414.0325, subd. 1 (g) states that in certain circumstances the Chief Administrative Law Judge may review and comment, but shall within 30 days order the

annexation pursuant to the terms of a joint resolution for orderly annexation.

5. The joint resolution contains all the information required by Minnesota Statutes §414.0325, subd. 1 (g), including a provision that the Chief Administrative Law Judge may review and comment but shall order the annexation within 30 days in accordance with the terms of the joint resolution.

CONCLUSIONS OF LAW

1. The Office of Administrative Hearings has duly acquired and now has jurisdiction of the within proceeding.

2. An order should be issued by the Assistant Chief Administrative Law Judge annexing the area described herein.

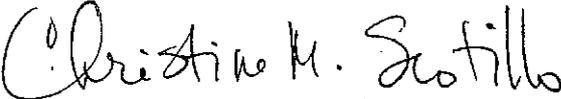
ORDER

1. The property described in Findings of Fact 2 is annexed to the City of Waite Park, the same as if it had originally been made a part thereof.

2. Pursuant to Minnesota Statutes §414.036, St. Joseph Township will be reimbursed by the City of Waite Park in accordance with the terms of Joint Resolution No. 01-1/01-26 signed by the City on May 8, 2001 and the Township on May 29th, 2001; and City Resolution No. 100608-03.

Dated this 23rd day of October, 2008.

For the Assistant Chief Administrative Law Judge
P. O. Box 64620
St. Paul, Minnesota 55164-0620



Christine M. Scotillo
Executive Director
Municipal Boundary Adjustments

RINKE NOONAN

A T T O R N E Y S A T L A W

SUITE 300, US BANK PLAZA, P. O. BOX 1497
1015 W. ST GERMAIN STREET
ST. CLOUD, MINNESOTA 56302-1497
TELEPHONE 320-251-6700, FAX 320-656-3500
EMAIL: MAIL@RNOON.COM
WWW.RNOON.COM

OCT 27 2008

October 24, 2008

Patrick Rienks
Vice President Sales & Marketing
Crane Pumps & Systems
420 3rd Street
Piqua, OH 45356

FOR YOUR INFORMATION

**Re: Settlement Agreement
Our File No. 16642.059**

Dear Mr. Rienks:

In accordance with your letter of October 15, 2008, I have drafted a Settlement Agreement codifying the understanding between Crane Pumps and Systems and the City of Rockville to settle the City's claims relating to the grinder pumps from Crane Pumps.

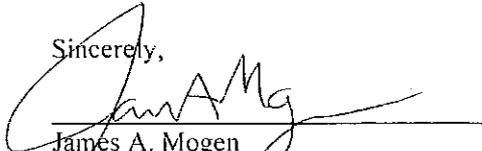
As we discussed, this Agreement sets forth the settlement relating to this dispute and releases Crane Pumps from any further claims relating to this problem. However, the City retains potential claims relating to the installation of the units and the design of the electrical supply to the units. You have indicated you dispute responsibility for these problems, and any resolution will be independent from this settlement.

This Agreement recognizes the grinder pump units are under warranty, and any further issues relating to the units will be addressed pursuant to the warranty.

Please note, the charges identified in the Agreement in Section 2 are only through October 24, 2008. Any additional charges incurred by the City after this date, but prior to Crane Pumps assuming direct payment for the replacement of the units, will be billed separately. The City expects these costs will be paid upon receipt. Once Crane Pumps has a contract with Ralph Walz or another contractor to install the replacement units, the City will discontinue invoicing for the costs.

When Crane Pumps has executed this Agreement, I will present the same to the City Council for their formal approval. Please contact me as soon as possible if you have any concerns with this Agreement, and return an executed copy before November 1, so it can be on the agenda for the Council's first meeting in November.

Sincerely,



James A. Mogen
Rockville City Attorney
JAM/ctg

Rena Weber, City Administrator/Clerk

COPIED TO: CC X
DATE 11-5 PC
STAFF X
FOR _____
FILE _____

POctober 24, 2008 C2008 10 23

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R I N K E N O O N A N S M O L E Y D E T E R C O O M B O Y A N T V O L K O T T E R B H O B B S L I D

Michael Noonan
William A. Smoley¹
Kurt A. Deter
Barrett L. Colombo

James L. Arian
Gerald W. von Korff¹
Sharon G. Hobbs
David J. Meyers^{1,3,5}
John J. Meurers

Roger C. Justin^{2,4}
John J. Babcock
Gor B. Lanzner²
Gary R. Laistico^{2,4}
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James A. Mogen¹
Nicholas R. Delaney¹
Chad D. Miller⁴

Adam A. Rippe
Brodie L. Miller
Sarah E. Fisher¹
Andrew J. Stell¹

Guaranteed Neutral under Rule 114, E-A Fair Practice Law Specialist admitted by the Minnesota State Bar Association

¹ Admitted to practice law in North Dakota; ² Admitted to practice law in South Dakota; ³ Short-Term County Examiner of Taxes; ⁴ Admitted to practice law in Arizona; ⁵ Admitted to practice law in Iowa