

TOWN OF BELLE PLAINE RESOLUTION NO. 41204
CITY OF BELLE PLAINE RESOLUTION NO. 04-052
MUNICIPAL BOUNDARY ADJUSTMENTS DOCKET NO. _____

**JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN
THE TOWN OF BELLE PLAINE
AND THE CITY OF BELLE PLAINE, MINNESOTA**

WHEREAS, the City of Belle Plaine (hereinafter referred to as the "City") and the Township of Belle Plaine (hereinafter referred to as the "Town or Township"), both located entirely within Scott County, in the State of Minnesota desire to accommodate growth in the most orderly fashion, and have agreed that there is a clear need for a cooperative future planning effort for the land governed by the two jurisdictions; and

WHEREAS, the City of Belle Plaine and the Town of Belle Plaine have established a committee to develop a joint orderly annexation agreement which has met extensively in discussion and study of future planning issues; and

WHEREAS, the Town Board and City Council have expressed their desire to encourage future development of land near the City so as to avail such development of municipal services as much as is practical, while encouraging the retention of land in agricultural use; and

WHEREAS, a joint orderly annexation agreement between the parties hereto is beneficial to both parties from the standpoint of orderly planning and orderly transition of government within the area proposed to be annexed, and provides the guidelines under which such annexation shall take place.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions that follow that the City and Town enter into this Joint Resolution for Orderly Annexation and that the property herein described is proposed to be annexed by the City of Belle Plaine and shall be annexed subject to the following terms and conditions:

1. Designation of Orderly Annexation Area.

The Town and City desire to designate the area described as legally described as follows:

South ½ of Section 12 T113N R25W; Section 13 T113N R25 W; Section 7 T113N R24W lying south of City limits; the North ½ of Section 18 T113N R24W except the south 633.22 feet of the South ½ of the Northwest ¼; the North ½ of Section 17 T113N R24W except the South ½ of the Northwest

¼ and the Northeast ¼ ; North ½ of Section 9 and the Northeast ¼ of the Southwest ¼ ; Section 4 T113N R24W; and Section 5 T113N R24W

and graphically depicted on attached Exhibit A be designated for orderly annexation under and pursuant to Minnesota Statutes Section 414.0325. The designated area contains 3,667.79 acres more or less.

It is the intent of the City of Belle Plaine and the Town of Belle Plaine that land in Section 5, with the exception of the SE¼ of the SE¼ of the NE¼, the E½ of the E½ of the SE¼ of Section 5 west of Iago Street be designated as commercial and industrial district. It is also the intent to designate a highway business district adjacent to Scott County Highway 3 and US Highway 169. The balance of the area in Orderly Annexation Area is intended to be used as residential.

2. Department of Administration, Municipal Boundary Adjustments.

Upon approval by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction upon the Department of Administration, Municipal Boundary Adjustments (hereinafter referred to as "the MBA") or its successor pursuant to Minnesota Statutes. Any property within the Annexation Area that becomes or is about to become isolated as a result of annexation proposed under paragraph 7 shall be submitted for consideration along with the proposed annexation to the MBA or the appropriate Board having jurisdiction on the date of submission. In general, the creation of such isolated parcel shall be avoided.

3. No Alterations of Boundaries.

The Town and City mutually agree and state that no alterations by the MBA of the stated boundaries of the area designated for orderly annexation is appropriate. Any alterations of boundaries may only be made upon the joint agreement of the Town and City.

4. Review and Comment by Boundary Adjustments.

The Town and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation of the areas designated and that no consideration by the MBA is necessary. The MBA may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.

5. Planning and Land Use Control Authority.

The Town and City mutually agree and state that within thirty (30) days of the effective

date of the MBA's order establishing the Orderly Annexation area, a board will be established to exercise planning and land use control authority within the designated orderly annexation area pursuant to Minnesota Statutes, Section 471.59, Subdivisions 2 through 8, inclusive. Prior to annexation, the ordinances of Scott County (or the Town should it adopt subdivision and zoning ordinances) will control the properties in the area designated for orderly annexation; following annexation, the ordinances of the City shall control.

A five (5) member Joint Planning Board shall be appointed to control all zoning and subdivision regulation within the orderly annexation area prior to annexation. Two members shall be appointed by the Council of the City of Belle Plaine, two members shall be appointed by the Town Board of the Town of Belle Plaine and one member shall be appointed by the Scott County Board of Commissioners.

Any issues that would normally come before the Planning Commission of either the City or the Town that involved land within the boundaries of the orderly annexation area described in Section One prior to annexation, shall be heard by the Joint Planning Board.

The posting and publishing of meetings for the Joint Planning Commission, as well as the taking of minutes for their meetings, shall be the responsibility of the City of Belle Plaine.

The Joint Planning Board shall also serve as the "governing body" and "board of appeals and adjustments" for purposes of Minnesota Statutes Sections 462.357 and 462.358, within the orderly annexation area. The Board shall have all of the powers contained in Minnesota Statutes Sections 462.351 to 462.364 and shall have the authority to adopt and enforce the Uniform Fire Code promulgated pursuant to Section 299F.011.

Absent the Township adopting subdivision and zoning ordinances, it is the intent of the Parties that the orderly annexation area shall be subject to the zoning and subdivision controls of Scott County. Any request for zoning reclassification, conditional use permits, and variances within the orderly annexation area shall be subject to the requirements and provisions of the County's ordinances and any other rules, statutes, laws, or ordinances in effect by the County on that date.

Following annexation, the annexed properties shall be subject to the zoning and subdivision controls of the City and the City shall serve as the "governing body".

The Joint Planning Board duties will be administered by the staff of the County at no charge to the City or Town. The County will be entitled to retain permit fees to cover the cost of administration.

6. Taxation Reimbursement.

To compensate the Township for the permanent loss of taxable property from Township tax rolls, the property owners petitioning for annexation shall pay the Township a per-acre amount ("Taxation Reimbursement") for all land annexed to the City under this Agreement. Unless agreed otherwise by the parties, said payment shall occur in two equal installments with the first such installment being made at the time the annexation petition is filed with the City and Township and shall be calculated in accordance with the following formula:

- A. For all unimproved lands annexed into the City under this Agreement after the date of this Agreement but before January 1, 2006, \$250.00 per acre of annexed land. "Unimproved land" for purposes of this Agreement shall mean any parcel of property except parcels of property ten acres or less in size which contain a principal commercial or industrial structure, or property of forty acres or less which contains a residence.

All properties annexed after December 31, 2005 shall pay an adjusted fee, calculated as follows:

- i. A "Base Price" shall be established by determining the average per-acre price of property which is 1) annexed to the City and 2) has been sold after January 1, 1999, but no later than one year after its annexation to the City, and 3) contains 10 or more acres.
- ii. Adjustments to the Taxation Reimbursement amount shall be made for annexations occurring on or after each of the following dates ("Adjustment Date"):

January 1, 2006
January 1, 2008
January 1, 2010
January 1, 2012
January 1, 2014
January 1, 2016
January 1, 2018
January 1, 2020
January 1, 2022
- iii. Immediately after each such Adjustment Date, the City and Township shall determine an "Adjusted Base Price" which shall be the average per-acre price of property which has been annexed to the City for the five years immediately preceeding the Adjustment Date.

The Adjusted Base Price shall then be divided by the Base Price. The result of this calculation shall be multiplied by \$250.00 to arrive at the Taxation Reimbursement amount applicable to all annexations occurring after the most recent Adjustment Date. This calculation shall be repeated after each Adjustment Date.

- iv. As an example of this calculation which would occur immediately after January 1, 2006, The Township would obtain the average purchase price of property containing 10 acres or more that was sold within the five years prior to January 1, 2006 and was annexed to the City under this Agreement. This average would then be compared to the the average acreage price for the period between January 1, 1999 and January 1, 2004. Assuming that the average acreage price meeting the criteria stated above for the years January 1, 1999 to January 1, 2004 is \$10,000 per acre, the Base Price would be \$10,000. If the average purchase price of land which was annexed under this Agreement between January 1, 2001 and January 1, 2006 is \$11,000 per acre, then the Adjusted Base Price would be \$11,000. \$11,000 divided by \$10,000 equals 1.1, which would be multiplied by \$250.00 to arrive at \$275.00, which would be the Annexation Reimbursement amount applicable to annexations which occur between January 1, 2006 and December 31, 2007.

- B. For all improved properties annexed into the City under this agreement after the date of this Agreement but before January 1, 2006, \$300.00 per acre of annexed land. "Improved land" for purposes of this Agreement shall mean any parcel of property of forty acres or less which contains a residence, or a parcel of land of ten acres or less which contains a principal commercial or industrial structure.

All improved properties annexed after December 31, 2005 shall pay an adjusted fee adjusted at the same percentage as the taxation reimbursement for unimproved land at the time of such annexation.

- C. The City shall remit all delinquent taxes, charges and assessments collected from any portion of the Orderly Annexation Area if such taxes or charges were originally payable while the delinquent property remained in the Township. Additionally, when a property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, This Old House, and taxes that were deferred under one of these programs is

paid to the City, the City shall remit to Township the amount which was deferred during the time the property was in the Township.

- D. The City does not assume by this annexation any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the Township or for which special assessments were levied by the Township. In the event that the City annexes land under this Agreement upon which outstanding special assessments levied by the Township remain at the time of annexation, the City shall forward to the Township upon receipt all special assessment payments which the City receives as a result of special assessments levied by the Township.

Other than the reimbursement outlined above, no other reimbursement or taxes shall be owed to the Township from the City and property owners.

7. Conditions ^{of} ~~or~~ Orderly Annexation

- A. Property must be within the above described area. As a condition precedent to annexation, authority from the appropriate metropolitan governmental agencies to change and adjust the "MUSA line" boundary to include the property designated for annexation shall be obtained.
- B. The property owner must petition the City of Belle Plaine and the Town of Belle Plaine simultaneously for annexation. At such time as the petition is filed with the Town of Belle Plaine the property owner shall pay the Township the per-acre amount pursuant to the provisions of paragraph 6 the "Tax Reimbursement" section of this Agreement. The City of Belle Plaine agrees not to process any application for annexation under this Agreement until such time as the City receives confirmation from the Township that the amounts owed under paragraph 6 have been paid.
- C. The property owner shall submit a development plan to the City of Belle Plaine and to the Town of Belle Plaine showing the need for municipal water, and sanitary sewer or other City services for the property petitioned for annexation. Further, upon receipt by the City, the City shall forward to the Town Clerk all preliminary plat submissions for any property annexed to the City under this Agreement, and shall send the Town Clerk notice of all public meetings for concept plan approval, preliminary plat approval and final plat approval for any property annexed to the City under this Agreement.
- D. The development plan must be of sufficient detail to show that it will meet the standards and requirements of the City's planning and zoning ordinance and its subdivision ordinance.

- E. Unless otherwise agreed to by the parties, municipal services, including but not limited to water, sewer, storm water drainage, and streets shall be installed and ready for use within two (2) years from the date of final plat of all phases of the development.
- F. The City shall require in its developer's agreement regarding development of all lands annexed pursuant to this Agreement that the Developer meet the requirements of the City's Storm Water Management Plan. Further, the City, through its developer's agreement, shall require that any functioning drain tile lines located during development of any parcel in the Orderly Annexation Area be connected to the City's storm sewer system.
- G. The property owner shall not submit future petitions for annexation until all previous conditions in the development plan have been complied with.
- H. The Developer and/or Property Owner shall submit concept plans to the City for review by the Planning Commission and City Council. The Developer and/or Property Owner shall also submit and attend the Town Board meeting prior to review by the City Planning Commission. The Clerk of the Town Board shall then submit written documentation stating the opinion of the Town Board for the development. These comments will be forwarded to the City Planning Commission and City Council. The costs incurred by the Township's costs, if any, to review the proposed development shall be paid by the developer and/or property owner.
- I. The City agrees, as part of the mailing process for public hearing notice of the preliminary plat, to mail notice to property owners within a quarter mile of the proposed plat."

8. Development within area designated for orderly annexation.

No development shall occur within the orderly annexation area which is outside the "MUSA" of the City of Belle Plaine unless said development meets the standards of the Joint Planning Board. Said development can occur only if all local government standards in effect on that date are complied with or are capable of being complied with in the future. The intent of this paragraph is to strongly discourage development outside the contiguous "MUSA" of the City of Belle Plaine.

In matters of planning for development, the Scott County Zoning Ordinance in effect at the time shall prevail. This shall include the appeal procedure as outlined in the Scott County Zoning Ordinance.

9. **Roads within area designated for orderly annexation.**

The parties agree as follows with regard to the roads located within the Orderly Annexation Area:

- A. **Roads Serving New Plats.** The City shall require that all roadways abutting or serving new developments shall be improved by the developer and/or property owner from the access of the development to the nearest County, City or State road. The City shall, at the Township's request, annex the entire road (i.e. both sides of the road) where the City has annexed property abutting one side of the road and has approved a final plat for any portion of the annexed property. The length of road required to be annexed shall be limited to the length of road directly abutting the property annexed under this Agreement.
- B. **Maintenance of Roads.** Except as specifically set out herein or unless otherwise agreed by the parties, the Township shall maintain all roads in the Orderly Annexation Area not annexed to the City and the City shall maintain all roads annexed to the City.
- C. **Use of Township Roads.** For all properties annexed under this Agreement, the City shall require in its developer's agreements that during plat development (including construction or residences) all construction traffic use State Trunk Highways, Scott County Highways or Belle Plaine city streets, and that Township roads be used only when no State Trunk Highway, Scott County Highway or Belle Plaine city street is available. The City's developer's agreements shall also require that the Developer pay the Township for the cost to repair any road damage that occurs when construction traffic uses Township roads.

10. **Deferred Assessment Policy.**

With respect to road, sewer and water improvements to be constructed within the OAA, Belle Plaine's policy for deferred, delayed, or future assessments for such improvements shall be as follows:

- A. *Sanitary sewer and Water Utilities.* Belle Plaine shall not specially assess any properties in Belle Plaine Township related to the cost of construction of sanitary sewer and water utilities located within the OAA. However, Belle Plaine may impose connection charges as permitted by law on properties within the OAA that are to become due and payable at such time as the properties are: 1) annexed to Belle Plaine, and 2) connect to municipal water or sewer service.

B. *Street and Curb and Gutter and Storm Sewer Utilities.* Belle Plaine shall not specially assess any properties in Belle Plaine Township related to the cost of construction of streets, curb, gutter or storm sewer within the OAA. However, Belle Plaine may, if it chooses, impose charges upon such properties for such properties' proportionate share of such improvements as a condition of annexation to Belle Plaine.

C. *Reservation of Rights.* Belle Plaine reserves the right to enter into development agreements with the developers of any specific parcels of property within the OAA, or other Belle Plaine Township properties, that vary from the terms of this paragraph 10 with respect to such parcel.

11. Existing Rural Uses.

The parties acknowledge that certain agricultural uses exist within the orderly annexation area that may lead to conflict as residential properties are developed adjacent to these uses. The City and the Town acknowledge that Minnesota Statutes Section 462.357 Subd. 1c provides that a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by amortization which use was lawful at the time of its inception. In addition, the City and Town agree to work in good faith to address issues that may arise as anticipated property use conflicts arise.

12. Notification of Rural Uses.

The Joint Planning Board, the City, and the Township shall all adopt a policy which requires that developers seeking to develop land within the orderly annexation area or adjacent to the township boundary provide notice to potential builders and homeowners that their land is located in an agricultural area and as such is subject to sounds and smells associated with agricultural production. Implementation of this policy will require that this notification be incorporated into each party's developer's agreements and recorded with the plat. The Joint Planning Board, the City and the Township must approve all notifications.

13. Periodic Review.

The City and Town mutually agree and state that a periodic review of this agreement is to be conducted beginning five (5) years after the effective date of this agreement and every five (5) years thereafter. The Joint Planning Committee as described in Paragraph 5 of this agreement shall be responsible for conducting this periodic review, and shall present a report of said review to both the City Council and Town Board for their consideration of any recommendations.

14. Authorization.

The appropriate officers of the City and Town are hereby authorized to carry the terms of this Joint Resolution into effect.

15. Severability and Repealer.

A determination that a provision of this Joint Resolution is unlawful or enforceable shall not affect the validity or enforceability of the other provisions herein. However, should any element of paragraph 6 relating to "Taxation Reimbursement" be deemed unlawful or unenforceable, the Township at its descretion may terminate this Agreement. Any prior agreement or joint resolution existing between the parties and affecting the property described in the attached Exhibits shall be considered repealed upon the effective date of this Joint Resolution. Upon adoption of this Orderly Annexation Agreement by the City of Belle Plaine and Town of Belle Plaine, and approval by the MBA, the Joint Resolution as to Orderly Annexation, City of Belle Plaine and Town of Belle Plaine, dated June 15, 1998, and approved by the City of Belle Plaine on June 15, 1998 and approved by the Town of Belle Plaine on August 4, 1998 shall hereby be considered rescinded and superseded by the provisions of this Agreement.

16. Effective Date.

This Joint Resolution shall be effective upon adoption by the governing bodies of the City and Town and approved by the Municipal Board and said subsequent order approving this agreement. Unless the parties have agreed to an extension, this agreement shall terminate on December 31, 2023.

17. Mediation/Arbitration.

If either the City or Town does not approve the development plan for annexation or if other disputes arise under this agreement, the City and Town agree to enter into mediation to attempt to resolve this dispute. Mediation services shall be provided by a state agency. The City and Town may also agree to enter into binding arbitration to resolve disputes under this agreement. Mediation and Arbitration shall be conducted in accordance with Minnesota Statute Chapter 572A.

18. Amendment.

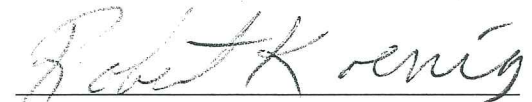
Both parties reserve the right to initiate an amendment or revision to the Agreement at any time.

19. No Further Annexation.

During the term of this Agreement, the City shall not annex any property from the Township except as set out in this Agreement. It is the intent of the parties that this Agreement set the exclusive geographical boundaries of land which may be annexed and set the exclusive procedures under which annexation from the Township to the City may occur during the term of this Agreement.

PASSED, ADOPTED AND APPROVED by the Belle Plaine Town Board of Supervisors, Scott County, Minnesota this 12 day of April, 2004.

BELLE PLAINE TOWNSHIP



Gary E. Schmitz, Chair



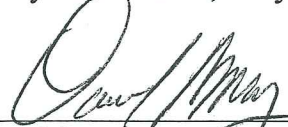
Carol Jean Bauer, Clerk

PASSED, ADOPTED AND APPROVED by the Belle Plaine City Council, Scott County, Minnesota this 19th day of April, 2004.

CITY OF BELLE PLAINE



Maynard Harms, Mayor



David Murphy, City Clerk

I, the undersigned, Carol Jean Bauer, being duly qualified Clerk for the Town of Belle Plaine, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. 41204 Authorizing Execution of a Joint Annexation Agreement Between the City of Belle Plaine and Belle Plaine Township, with the original Resolution on file in my office and the excerpt is a full, true and exact copy of the

Resolution.

WITNESS My hand as Clerk of Belle Plaine Township and the seal of the Town of Belle Plaine this 12 day of April 2004.



Carol Jean Bauer

Town Clerk

Town of Belle Plaine, Minnesota

I, the undersigned, David Murphy, being duly qualified and Administrator of the City of Belle Plaine, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. 04-052 Authorizing Execution of a Joint Annexation Agreement Between the City of Belle Plaine and Belle Plaine Township, with the original Resolution on file in my office and the excerpt is a full, true and exact copy of the Resolution.

WITNESS My hand as City Administrator and the corporate seal of the City this 30th day of April 2004.

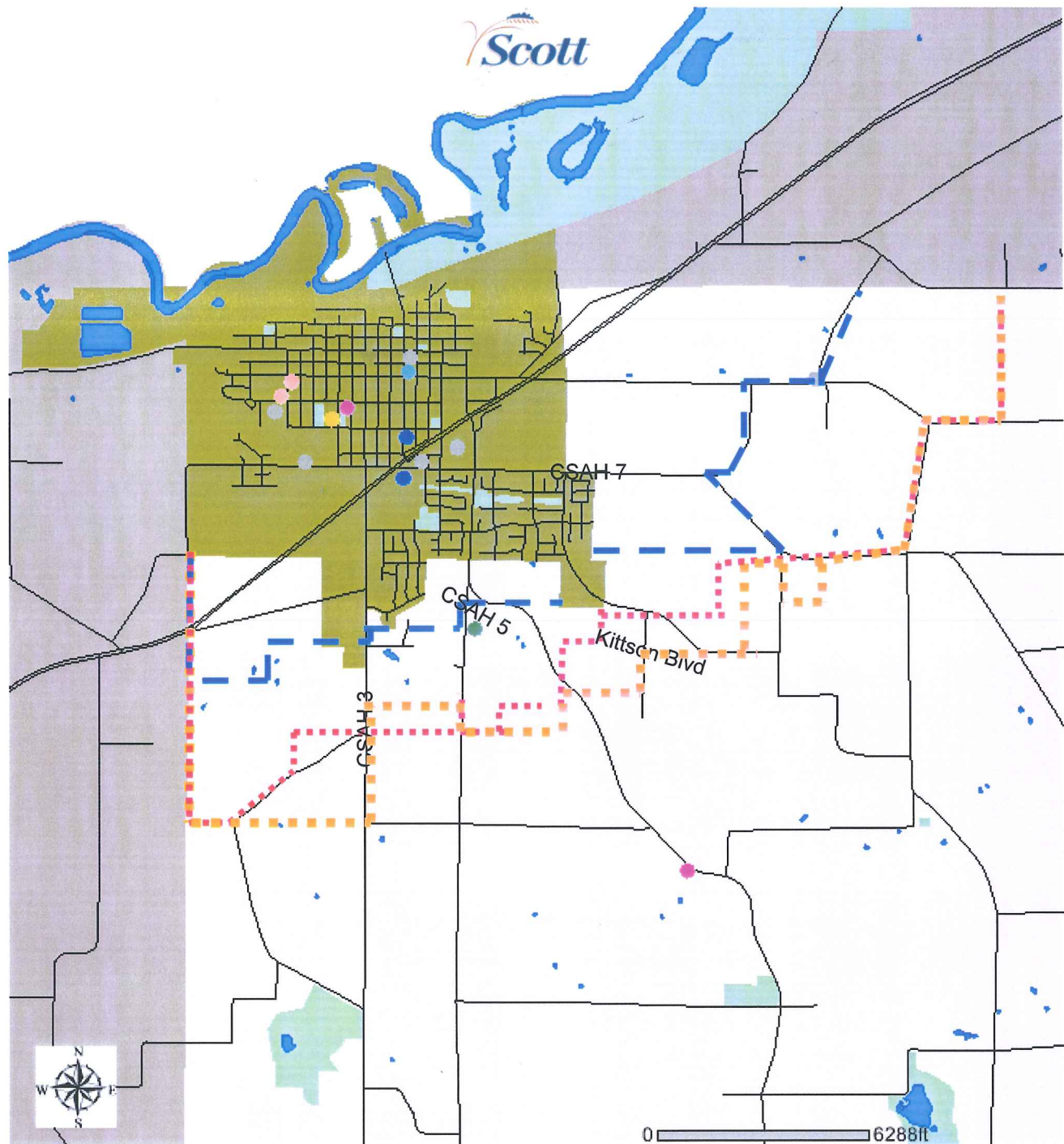


David Murphy

City Administrator

City of Belle Plaine, Minnesota

Map of Boundaries in Belle Plaine Township



- — — Extent of 1998 Orderly Annexation Area
- Extent of Urban Expansion Area in Scott County 2020 Comp Plan
- Extent of Amended Orderly Annexation Area

*not to scale