

**TOWN OF LIVONIA
CITY OF ZIMMERMAN
COUNTY OF SHERBURNE
STATE OF MINNESOTA**

**CITY OF ZIMMERMAN RESOLUTION NO. 06-12-04
LIVONIA TOWNSHIP RESOLUTION NO. 07-01**

**JOINT RESOLUTION AND AGREEMENT OF THE TOWNSHIP OF LIVONIA
AND THE CITY OF ZIMMERMAN DESIGNATING AN UNINCORPORATED
AREA AS IN NEED OF FOR ORDERLY ANNEXATION AND CONFERRING
JURISDICTION OVER SAID AREA TO THE OFFICE OF MUNICIPAL
BOUNDARY ADJUSTMENTS, MINNESOTA DEPARTMENT OF
ADMINISTRATION AND AMENDMENT TO CURRENT JOINT RESOLUTION
AND AGREEMENT REGARDING ORDERLY ANNEXATION CITY OF
ZIMMERMAN RESOLUTION NO. 99-05-06 AND LIVONIA TOWNSHIP
RESOLUTION NO. 99-3**

WHEREAS, the Town of Livonia and the City of Zimmerman have previously entered into a Joint Resolution and Orderly Annexation Agreement affecting certain properties lying south and west of the City of Zimmerman, said Joint Resolution identified as City of Zimmerman Resolution No. 99-05-06 and Township of Livonia Resolution No. 99-3 dated March 22, 1999 and May 3, 1999 and on file and of record at the Office of Municipal Boundary Adjustments, Office of Administration; and

WHEREAS, the City has requested an Agreement covering certain properties lying generally north of the municipal boundaries of the City of Zimmerman and the Town of Livonia has agreed to enter into an Agreement regarding annexation of that area; and

WHEREAS, the Town Board believes that both the existing Orderly Annexation Agreement and this Agreement should have the same termination date; and

WHEREAS, the Town Board also believes that the decision as to whether or not to be annexed to the City should be left as much as possible to affected Township residents.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **AREA OF ORDERLY ANNEXATION AGREEMENT.** The Agreement affects all of that area depicted on Exhibit A and legally described on Exhibit A-1.
2. **AUTHORITY.** The Agreement between the City and Township is entered into under the authority of Minnesota Statute 414.0325 and as a contractual obligation of both City and Township. The contract is a binding Agreement between the parties pursuant to Minnesota Statute 414.0325, Subdivision 6 and relevant case law.
3. **PROCEDURE.** Annexation of properties within the Designated Area shall proceed from a petition of all of the property owners of any certain parcel. Said petition shall describe the land to be annexed and shall state for what purpose the property is to be annexed. A copy of the petition shall be submitted simultaneously to both the City and Township.
 - A. In the event that the property is being annexed for the purpose of residential, institutional, commercial or industrial development, the petitioning property owner shall meet with the Town Board as soon as practicable after submission of the petition and shall submit a concept plan to the Town Board done in sufficient detail so that the Town Board can determine what issues raised under this Agreement are affected as related to the specific site. All reasonable costs incurred by the Township in reviewing and commenting on the concept plan shall be borne by the applicant.
 - B. In the event of annexation for proposed residential, institutional, industrial or commercial development the petitioner shall also provide to the Town Board any relevant information that would affect Town roads nearby or adjacent to the proposed annexation.
 - C. In the event of annexation for proposed residential, institutional, industrial or commercial development the petitioner shall also provide the Township relevant information regarding the affect of the proposed development of drainage and/or wetlands within and around the development site, as well as information addressing Township concerns regarding buffering of certain areas.
 - D. Based upon the information received the Township shall provide a written report to the City regarding the proposed development which shall include reasonable conditions to avoid or mitigate any potential problems relating to the conditions of paragraphs 3.B, 3.C, and 12.
 - E. Upon review of the report the City shall respond to the Township indicating specific conditions to be placed upon the annexed development at the time of any City development approval required. The City will agree in writing to impose these conditions on the property after

annexation, and the conditions shall be included in a Joint Resolution for annexation of the property.

- F. When all conditions for annexation of the property have been satisfied by proposed City conditions, and the Township has actually received any compensation as set forth in this Agreement the Township shall approve a Joint Resolution for Annexation of the property.
4. **COMPENSATION.** In lieu of statutory requirements for compensation to the Township for lost tax revenue, the city and Township agree that the Township will be compensated for property annexed for residential development at the rate of \$500.00 per gross acre of land annexed. The \$500.00 per acre residential rate is effective as of the date of adoption of this Joint Resolution and is to be adjusted upward yearly on or about January 1, based upon the rate of inflation from the previous year. Any property annexed for purposes of commercial or industrial development will pay \$1,000.00 per gross acre annexed effective as of the date of adoption of this Joint Resolution and is to be adjusted upward yearly on or about January 1 based upon the rate of inflation from the previous year. No specific action need be taken by the Township to effectuate the yearly adjustment. Any land annexed within the Institutional guided areas which is requesting annexation for school purposes shall not be required to pay a fee. However, if land is proposed for annexation for an Institutional use other than a school, the Township, upon review of the proposed use, may determine that a \$500.00 per acre, or as adjusted, fee may be required.
5. **ZONING WITHIN DESIGNATED AREA.** The City agrees to amend its Comprehensive Plan, Subdivision Ordinance and Zoning Ordinance to guide the property within the Designated Area to conform to the zoning of the annexed property as shown in Exhibit B. Any property annexed into the City as a result of this Agreement shall conform to the uses established in Exhibit B. The City agrees not to rezone any property shown in Exhibit B after annexation so as to not comply with the uses shown therein without amendment to this Agreement. The uses included in Exhibit B are those allowed under the City of Zimmerman Zoning Ordinance in effect on the date of adoption of this Agreement. The City of Zimmerman shall provide written notice to the Town of any proposed amendment to the City of Zimmerman's Comprehensive Plan, Subdivision Ordinance or Zoning Ordinance which would change uses under any referenced zoning district in the Designated Area included in this Agreement. Any Amendment or change in the zoning of the property within the Designated Area following the adoption of this Agreement shall not be effective until such change in zoning of property within the Designated Area has been approved by both the City of Zimmerman and the Town of Livonia through written amendment of this Agreement.
6. **PARK AND TRAIL FEE CREDIT.** The City acknowledges that the Township will not receive substantial Park Fees from properties as they develop due to potential annexation into the City. In light of this, the City agrees to credit the Township in the amount of \$187,200.00 for lost park and trail fees. In order to

provide a period of time for the City to actually collect park and trail funds to meet the credit obligation said obligation will be limited over a period of three years as follows; within the first year after execution of this Agreement the City's obligation to provide credit shall be limited to \$50,000.00, within the second year after execution of the Agreement the City's obligation to provide credit shall be limited to \$118,000.00, and within the third year after execution of this Agreement and thereafter the City's obligation to provide credit shall be \$187,200. Said credit is to be utilized only for the purpose of covering a portion of, or all of, the Township obligation in the event that Independent School District No.728 constructs a school facility within the designated area and enters into a Joint Powers Agreement with the Township and the City for construction and/or operation and maintenance of joint park and/or recreational facilities.

7. **AGRICULTURAL OPERATIONS.** In the event that any property with an existing agricultural use within the designated area is annexed into the City, the City agrees that such use may be continued indefinitely as long as the use is not changed or expanded. The existing agricultural use shall be considered a pre-existing legal non-conformity if annexed and included in a zoning district that does not allow such agricultural uses.
8. **HOOKUP TO CITY SANITARY SEWER AND WATER FACILITIES.** The City agrees that any property within the Designated Area which is annexed into the City and is currently served with a septic system and well shall not be forced to hookup to City sanitary sewer and/or water services until such time as the property owner requests such a connection. The City may require hookup in the event of a failure of the septic system or contamination of a well.
9. **ADDITIONAL HOOKUP CHARGE WITHIN DESIGNATED AREA.** The City has invested certain funds in order to extend sanitary sewer and water services to the designated area. These costs normally would have been assessed to all benefited properties at the time of construction. No assessment could be done for properties within the Designated Area at the time of construction since they were outside the jurisdiction of the City. In order that said infra-structure costs are recouped by the City at the time of annexation and development of properties within the Designated Area a one time additional Residential Equivalency Charge (REC) will be charged against each property for each unit provided with sanitary sewer and water hookup. The additional REC charge shall be \$2,500.00 per residential equivalent unit. The amount of the additional REC charge may be adjusted yearly on January 1 based upon the rate of inflation from the preceding year. The number of units to be charged will be calculated based upon the City's standard calculations for hookup in place at the time of actual application for hookup. Except for the above mentioned additional REC charges, all other fees paid by owners of property annexed into the City shall conform with fees paid City wide at the time service is delivered.

10. **SHARED ROADWAYS.** The City and Township will negotiate road maintenance agreements for 253rd, 269th, 273rd and 136th Streets satisfactory to both parties. Any proposed residential, industrial, commercial or institutional development that will impact Town Roads will require agreed upon conditions to alleviate any traffic, repair, or maintenance problems as determined by the Town Board prior to the Township executing a Joint Resolution for annexation of the property.
11. **NO FORCED ANNEXATION OF INTERVENING OR OTHER PROPERTIES.** The Township has indicated that its policy is that only parties seeking annexation will be annexed. Therefore, no intervening or abutting properties will be required to be annexed to the City at the time of a particular petition, even if the intervening property is needed for the delivery of services to an isolated parcel. It is the responsibility of the City to acquire needed easements to deliver services and to absorb any costs related to delivery of services over areas not yet annexed to the City. It is understood by both parties that this Agreement may result in various properties remaining as "islands" of Township within the City, and that the City is agreeing not to assert any statutory right to annex these properties.
12. **BUFFER AREAS.** The Concept Plan required by Paragraph 3 of this Agreement shall also contain provisions for buffering acceptable to the Township in those areas depicted on Exhibit C which is attached hereto. Buffering requirements shall be included in the Joint Resolution approving the annexation as well as in any development approval by the City.
13. **PENALTIES.** The Agreement is a binding agreement between the City and Township pursuant to Minnesota Statute 414.0325, Subdivision 6. This Agreement and the previous Joint Resolution and Orderly Annexation Agreement, City of Zimmerman Resolution No. 99-05-06 and Livonia Township No. 99-3 , are the exclusive means of annexation between City and Township and the City agrees that it will not use other statutory procedures to annex property outside of the areas designated in the two Agreements. In the event that City annexes property in violation of this Agreement or annexes property into the City and then approves a use of the property not consistent with this Agreement and the Concept Plan, the Township may pursue any legal or equitable remedy available to it at law to stop or reverse any noncompliant annexation. In the event that a court, or any other body charged to hear the case, determines that the City has, in fact, violated the Agreement the Township is entitled to detachment of the property from City to Township and recovery of all fees, costs and expenses, including attorney's fees, expended by the Township. In the event that a Court or any other body charged to review the case, determines that the City has not violated the agreement and that the property was lawfully annexed, the City shall be entitled to recovery of all fees, costs and expenses, including attorney's fees, expended by the City. Further, in the event that the City violates the agreement by annexing property not included in the Agreement or contrary to the Agreement

the Township shall be entitled to twice the amount of compensation that it would normally receive under this Agreement as a penalty for the annexation, whether or not the property remains in the City or is detached back into the Township.

14. MODIFICATION OF AGREEMENT. The Agreement may only be modified by approved and signed Resolution of both parties.

15. MODIFICATION OF TERM OF PREVIOUS AGREEMENT. The term of the previous Agreement, set forth in Paragraph 12 of the Joint Resolution for Orderly Annexation between the City of Zimmerman and Livonia Township, City of Zimmerman Resolution No. 99-05-06 and Livonia Township Resolution No. 99-3 is hereby extended to terminate at the same time as this Agreement terminates, December 31, 2020. All other terms and conditions of the Previous Agreement remain in effect.

16. TERM OF AGREEMENT. This Agreement shall be binding on the parties and shall terminate on December 31, 2020 unless modified or amended.

APPROVED this 26th day of February, 2007 by the Town Board of Supervisors of Livonia Township.

IN FAVOR: Berg, Hewitt, Sherper, Wallin *Kerr Absent*

OPPOSED: *NONE*

LIVONIA TOWNSHIP

Don Sherper
Don Sherper, Chair

Lila Spencer
Lila Spencer, Town Clerk

CITY OF ZIMMERMAN

CITY OF ZIMMERMAN

APPROVED this 4th day of **December**, 2006 by the City Council of the City of Zimmerman.

IN FAVOR: Earenfight, Brisbin and Michels.

OPPOSED: Kowalski.

ABSENT: Wilson.


David Earenfight, Mayor


Randy Piasecki, Interim City Administrator

EXHIBIT A-1

RECD BY
MMD

MAR 23 2007

Legal Descriptions – Orderly Annexation Area

Section 4

The Southwest Quarter (SW $\frac{1}{4}$) of Section 4, lying west of the westerly TH 169 right of way, and except that part platted as “Bost Acres”; all located in Section 4, Township 34, Range 26, Sherburne County, Minnesota.

Section 5

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$); the Northwest Quarter of Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), excepting the part platted as “The Pines”; the South Half of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$); the East Half of the Southwest Quarter of the Southeast Quarter (E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$); and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$); all located in Section 5, Township 34, Range 26, Sherburne County, Minnesota.

Section 8

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of the NW $\frac{1}{4}$); the North Half of the Southwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of the NE $\frac{1}{4}$); the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of the NE $\frac{1}{4}$); the North Half of the Southeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$); the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$); and the East Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter (E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$); all located in Section 8, Township 34, Range 26, Sherburne County, Minnesota.

Section 9

The North Half of the Northwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$), lying west of the westerly TH 169 right of way; and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of the NW $\frac{1}{4}$), except that part platted as “Registered Land Survey No. 28”; all located in Section 9, Township 34, Range 26, Sherburne County, Minnesota.

EXHIBIT A ORDERLY ANNEXATION AREA-BOUNDARY MAP

REC'D BY
MMB

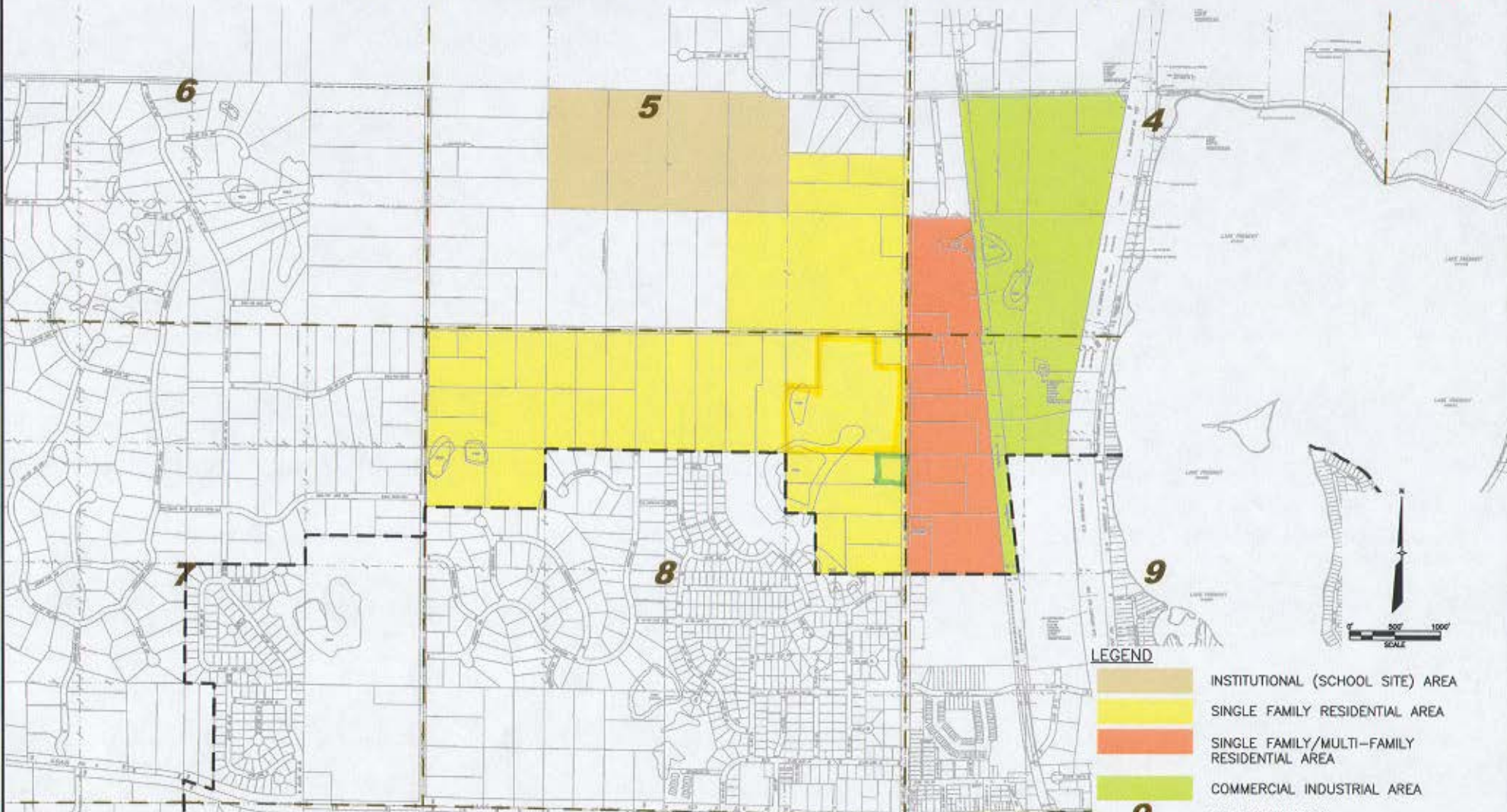
MAR 23 2007



EXHIBIT B ORDERLY ANNEXATION AREA-PROJECTED LAND USES

REC'D BY
MME

MAR 23 2007



LEGEND

- INSTITUTIONAL (SCHOOL SITE) AREA
- SINGLE FAMILY RESIDENTIAL AREA
- SINGLE FAMILY/MULTI-FAMILY RESIDENTIAL AREA
- COMMERCIAL INDUSTRIAL AREA

9

SECTION NUMBER

— — — SECTION LINE

— — — CORPORATE LIMITS

REVISED ON: 10/16/2006

EarthTech
A Tyco International Ltd. Company

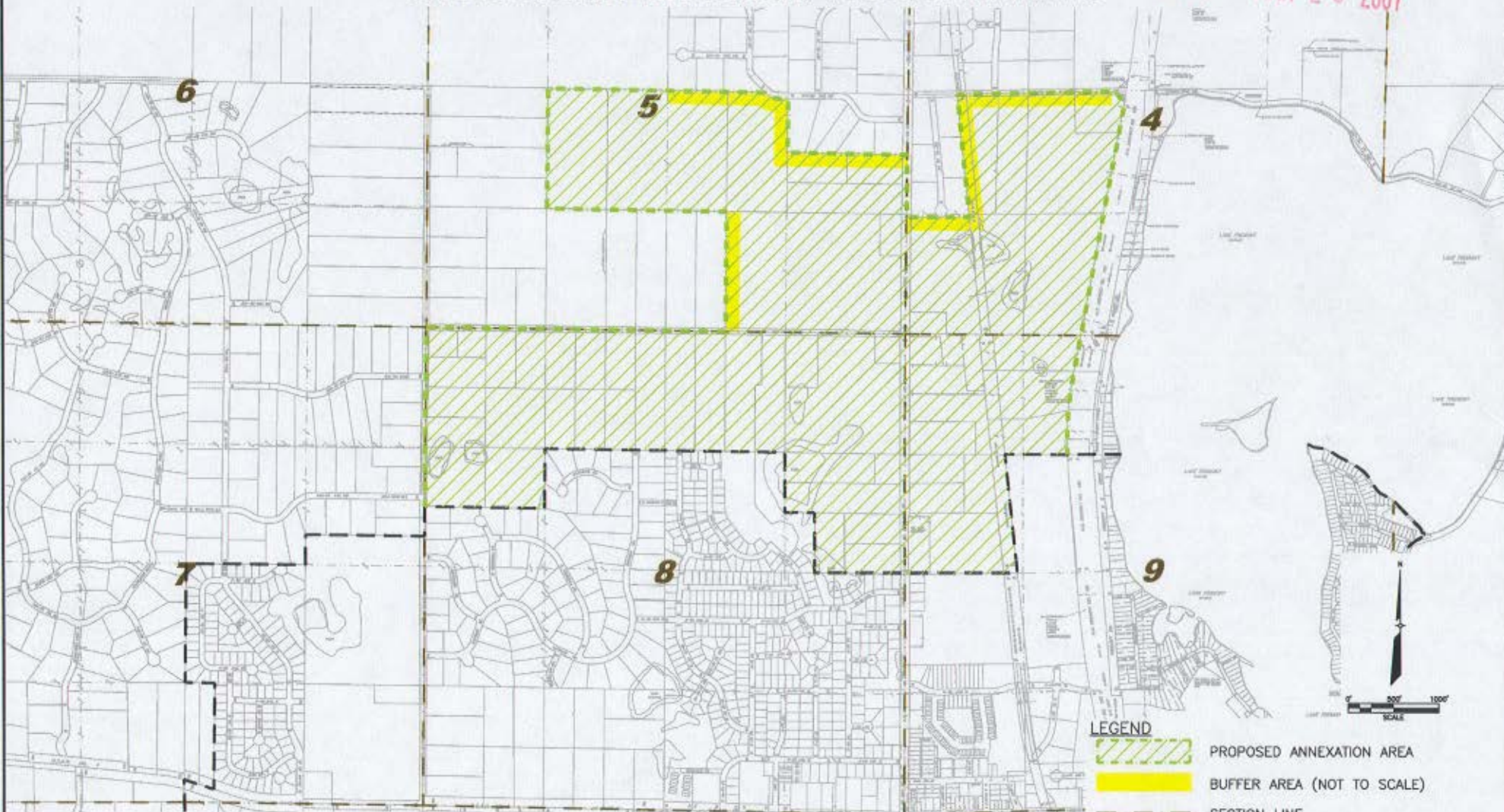
CITY OF ZIMMERMAN

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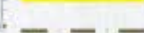


EXHIBIT C ORDERLY ANNEXATION AREA-BUFFER AREAS

REC'D BY
M M B

MAR 23 2007



LEGEND

-  PROPOSED ANNEXATION AREA
-  BUFFER AREA (NOT TO SCALE)
-  SECTION LINE
-  SECTION NUMBER
-  CORPORATE LIMITS

RECEIVED

By: OAH on April 11, 2012

**TOWN OF LIVONIA
CITY OF ZIMMERMAN
COUNTY OF SHERBURNE
STATE OF MINNESOTA**

**CITY OF ZIMMERMAN RESOLUTION NO. 12-02-03
LIVONIA TOWNSHIP RESOLUTION NO. 12-04**

**FIRST AMENDMENT
TO
JOINT RESOLUTION AND AGREEMENT OF THE TOWNSHIP OF LIVONIA
AND THE CITY OF ZIMMERMAN DESIGNATING AN UNINCORPORATED
AREA AS IN NEED OF FOR ORDERLY ANNEXATION AND CONFERRING
JURISDICTION OVER SAID AREA TO THE OFFICE OF MUNICIPAL
BOUNDARY ADJUSTMENTS, MINNESOTA DEPARTMENT OF
ADMINISTRATION AND AMENDMENT TO CURRENT JOINT RESOLUTION
AND AGREEMENT REGARDING ORDERLY ANNEXATION CITY OF
ZIMMERMAN RESOLUTION NO. 06-12-04 AND LIVONIA TOWNSHIP
RESOLUTION NO. 07-01**

WHEREAS, the Town of Livonia and the City of Zimmerman have previously entered into a Joint Resolution and Orderly Annexation Agreement ("Agreement") affecting certain properties lying south and west of the City of Zimmerman, said Joint Resolution identified as City of Zimmerman Resolution No. 06-12-04 and Township of Livonia Resolution No. 07-01 dated December 4, 2006 and February 26, 2007 and on file and of record at the Office of Municipal Boundary Adjustments, Office of Administration; and

WHEREAS, the City of Zimmerman and The Town of Livonia now wish to make an amendment to the Agreement.

NOW, THEREFORE, IT IS AGREED THAT THE AGREEMENT IS HEREBY AMENDED BY ADDIING THE FOLLOWING NEW SECTION 6:

- 6. PARK AND TRAIL FEE CREDIT.** The City acknowledges that the Township will not receive substantial Park Fees from properties as they develop due to potential annexation into the City. In light of this, upon request from the

Township, the City agrees to pay the Township in the amount of \$187,200.00 for lost park and trail fees.

APPROVED this 27th day of February, 2012 by the Town Board of Supervisors of Livonia Township.

IN FAVOR: Hass, Hewitt, Manthei, Sherper. Daebler absent

OPPOSED: None

LIVONIA TOWNSHIP

Don Sherper
Don Sherper, Chair

Lila Spencer
Lila Spencer, Town Clerk

CITY OF ZIMMERMAN

APPROVED this 6th day of February, 2012 by the City Council of the City of Zimmerman.

IN FAVOR: Earenfight, Laney and Mathison.

OPPOSED: Kowalski.

ABSENT: Brisbin.

David Earenfight
David Earenfight, Mayor

Randy Piasecki
Randy Piasecki, City Administrator