

## JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN

### THE TOWN OF BECKER AND THE CITY OF BECKER, MINNESOTA

**WHEREAS**, representatives from the Town of Becker (hereinafter the "Town") and the City of Becker (hereinafter the "City") have ongoing discussions regarding the planning and development of land areas of the Township adjacent to the City and have operated under an Orderly Annexation Agreement since October, 2007; and

**WHEREAS**, representatives from the Becker Town Board and the Becker City Council have through the existing Orderly Annexation Agreement and Joint Powers Agreement established a Joint Planning Board which meets regularly to act on land use requests and discuss growth and development issues and concerns; and

**WHEREAS**, the existing Orderly Annexation Agreement and Joint Powers Agreement are scheduled to expire on December 31, 2017. The current Orderly Annexation Agreement states "the City and Town agree to meet and decide on the terms of a 10 year extension to the agreement"; and

**WHEREAS**, the Town Board and the City Council desire to continue planning for the future and development of land areas of the Township adjacent to the City and throughout Becker Township in an orderly fashion and, insofar as it is reasonable and possible, to resolve any present and future territorial differences between said Town and City by mutual agreement.

**NOW THEREFORE BE IT RESOLVED**, by the Town Board and the City Council as follows:

1. **Designation of Orderly Annexation Area:** The Town and the City desire to designate by Joint Resolution and Agreement all of the property comprising Becker Township as subject to orderly annexation under and pursuant to Minnesota Statutes Section 414.0325. Said Orderly Annexation Area is further described as that area set forth in the map attached. The properties within the Orderly Annexation Area are now, or are about to become urban or suburban in character and the City of Becker is capable of providing municipal services thereto, within a reasonable time, if the process and timing of annexation are clearly identified and jointly agreed well in advance of actual annexation, to provide for the City's capital planning, to prioritize its commitments for revenue expenditure, and to facilitate the phased development and orderly expansion of its infrastructure.
2. **Office of Administrative Hearings Jurisdiction.** Upon approval by the parties, this agreement shall confer jurisdiction upon the Chief Administrative Law Judge of the Office of Administrative Hearings (the successor to the Minnesota Municipal Board pursuant to Minn. Stat. §414.01, et seq. hereinafter the "Director") so as to accomplish said orderly annexation in accordance with the terms of this agreement.

3. **No Alterations of Boundaries:** The Town and the City mutually state that no alterations by the Chief Administrative Law Judge of boundaries of the area designated herein for orderly annexation is appropriate.

4. **Conditions for Annexation.** The City and the Town mutually state that this resolution sets forth all of the conditions for annexation of the Orderly Annexation Area and the Director shall approve a Resolution of Annexation within 30 days of service of such Resolution on the Director. Provided, however, that the Director may review and comment within the 30-day period, in which case the City and the Town will have 30 days from notice of such review and comment in order to respond to the comments of the Director. The Director shall order the annexation within 15 days of service of the said response.

5. **Approval Process for Annexations:** The Town and the City mutually agree and resolve that the following processes shall govern annexation under this Joint Resolution and Agreement for Orderly Annexation. The Town and City shall adopt a joint resolution approving an annexation of property within the Annexation Area when any of the following conditions have been met:

- a. **Petition of Property Owner.** (i) the City receives a petition requesting annexation signed by owners of 100% of individual parcels of record for properties in the area proposed for annexation; and (ii) the property proposed for annexation is contiguous to the City, or will be contiguous, following annexation.
- b. **Residentially Developed Property ("Neighborhoods").** (i) The City receives a petition requesting annexation signed by the owners of sixty percent (60%) of the individual parcels of record for the Neighborhood requesting annexation; and (ii) all parcels within the Neighborhood proposed for annexation are contiguous to each other and the whole thereof is contiguous to the City.

The City Council and Town Board may alter the boundaries of the Neighborhood or add properties to the Neighborhood so long as such properties are contiguous to residentially developed properties contained within the Annexation Area. If the City annexes a Neighborhood, the City must annex the entire Neighborhood. Neighborhoods will be defined as a platted subdivision, with 51% percent of the lots improved for residential use.

- c. **Surrounded Properties.** (i) The property is located within the Annexation Area; and (ii) the property has been completely surrounded by land within the City; and (iii) the property is two acres or less in size.

"Surrounded" includes areas with boundaries that would surround or touch one another but for an intervening road, railroad, waterway, public trail, or parcel of publicly-owned land.

- d. **Public Property.** (i) The property is located within the Annexation Area; and the property is owned by the City.

6. **Provision of Municipal Utility Service.** The City and the Town agree that, while the City is authorized to provide municipal waste water treatment services, municipal storm sewer services, and municipal water services to the property annexed from within the Orderly Annexation Area, the timing, design, scope, and economic feasibility of such services remains within the sole discretion of the City, however, the extension of municipal sanitary sewer service to properties which have been annexed, the owners of which have requested municipal sanitary sewer service, will be given a high priority by the City.

- a. **Assessment Rates:** Assessment, trunk and/or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of connection.
- b. **Timeline for Connection.** When municipal services are readily available, annexed properties must connect to municipal services on the earliest of the following events:
  - (1) The property owners petition for municipal services;
  - (2) The property is sold or otherwise transferred for purposes other than agricultural;
  - (3) The property's septic system is failing as defined in Minn. Rules Ch. 7080, as amended;
  - (4) State or Federal law requires connection; or
  - (5) Ten years have passed since the property was annexed to the City.
- c. **No Assessments for Utilities Running Past Unannexed Township Property.** The City will not assess or charge unannexed township properties for utilities running in front or past those properties unless the properties are connected to the utilities by agreement between the Town and City. These properties may be subject to deferred assessments payable at the time of the property's annexation.
- d. **City Rights Regarding Utilities.** The City shall have the following rights relating to municipal utilities:
  - (1) The City may pass an ordinance prohibiting installation of new septic systems within City limits.
  - (2) The City may inspect individual septic systems, wells and sewage holding tanks of properties requesting annexation prior to approving the annexation of property into the City.

(3) The City may refuse to annex property if the City does not receive adequate numbers of property owners within the area to be annexed to commit to connect to municipal services.

e. **New Subdivisions with Septic Systems.** The City shall not allow any new residential subdivisions with septic systems to be platted within its boundaries except where services will not be available due to topography or other physical or system limitations. The decision regarding serviceability shall be determined in consultation with the City Engineer.

7. **Revenue Sharing.** Within the orderly annexation area, the parties agree to a rebate of property taxes formerly paid to the Township on any taxable parcel which is annexed. For each of the five years following annexation, the City shall rebate to the Town portion of the amount equal to the ad valorem taxes paid to the Town by the parcel owners in the year preceding annexation as follows:

Year	Amount
One	90 percent
Two	70 percent
Three	50 percent
Four	30 percent
Five	10 percent
Six (and thereafter)	0 percent

8. **Tax Rates.** The Town and City will cooperate in establishing an equitable tax structure for newly annexed properties during the first five years following annexation, taking into account whether municipal services are provided by the City in the form of sewer service, storm water systems, public water supply, police, fire and other emergency services. Possibilities include a tiered tax structure with rates determined by utility service availability and emergency services provided.

9. **Joint Planning Board Created.** The parties have formed a Joint Planning Board, pursuant to Minnesota Statutes Chapter 471.59, to exercise planning and land use control as described in Minn. Stat. § § 362.351 through 462.364, over property in the Orderly Annexation Area not yet annexed to the City (Joint Planning Area).

a. **Make-up of Board.** The Joint Planning Board shall continue to review all development proposals within the Joint Planning Area. The Joint Planning Board shall be made up of five (5) representatives from the Town and City who shall serve for a term of 3 years or until their replacements are appointed and qualified. Two (2) board members shall be appointed by the City and three (3) board members shall be appointed by the Town. The initial appointments to the Board shall serve terms as follows: One (1) City representative shall serve a term of 2 years and one (1) City representative shall serve a term of 3 years. One (1) Town representative shall serve a term of 1 year, one (1) Town representative shall serve a term of 2 years, and one (1) Town representative shall serve a term of 3 years.

- b. **Zoning and Subdivision Ordinances.** The Joint Planning Board will enforce the Zoning regulations of the Town for properties located within the Joint Planning Area. The Joint Planning Board shall be the final authority over development proposals and shall serve as the Board of Adjustment for all properties in the Joint Planning Area.
  - c. **The Minnesota State Building Code shall be extended and enforced upon all development proposals within the Joint Planning Area.**
  - d. **Permit Fees and Distributions.** All Planning and Building permit fees within the Joint Planning Area shall be established by the Town and paid to the Town with reimbursement to the City under a separate Planning Services Agreement between the City and the Town, which Planning Services Agreement shall be reviewed annually by the City and the Town.
  - e. **Staff.** The Joint Planning Board duties will be administered either by staff of the Township, a contract for services with a private planner paid by the Towns, or by the staff of the City with the costs thereof incorporated into the Planning Services Agreement.
  - f. **Retention of Police Powers.** Other than the duties and powers of the Joint Planning Board, the Town will retain general police powers over the Joint Planning Area including, without limitation, maintenance and construction of town roads and bridges, the issuance of various permits, the abatement of nuisances, traffic control, and all other police powers.
10. **Town Roads.** The following shall apply to Town roads:
- a. **Adequate Road Access for Development of Annexed Properties.** The Town and City agree to cooperate between themselves and with Sherburne County to require property owners or real estate developers to provide adequate road access to annexed properties either prior to, or at the time such properties are improved for development.
  - b. **Existing Town Roads.** The Town shall maintain Town roads which are in existence at the time of the execution of the Agreement until properties on either side of said Town roads are annexed to the City. Once property on either side of a Town road is annexed to the City, the City and Town shall share all road maintenance costs equally. Once properties on both sides of a Town road are annexed, the road shall become a City road and the City shall assume all maintenance of such road in accordance with the City's prevailing standards for maintenance.
  - c. **Development Impact on Town Roads.** Prior to the execution of a joint resolution for annexation of any property within the joint annexation area, any proposed residential, commercial, industrial, or institutional development that will impact Town Roads will require an agreement with the developer, the property owners, the Town and the City. Such agreement shall provide requirements to alleviate traffic problems, drainage problems, construction, repair and maintenance problems, bridges, easements and rights-of-way, and any other improvements and maintenance agreements necessary to alleviate adverse impact on Town roads, on adjacent properties, or upon the Township as a whole. Road

improvements required under this agreement will be based on traffic volume projections agreed to by the Town and City Engineers and will require roadway and right of way improvements based on Town or City standards, whichever is greater, in place at the time of development.

- d. **Utilities in Town Roads.** The Town will allow the City to locate municipal utilities in Town property, easements and roadways subject only to reasonable regulation by the Town.

11. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement.

12. **Dispute Resolution.** Any dispute between the City and the Town regarding this Agreement, or development proposals arising from this Agreement, shall first be addressed by a joint meeting of the City Council, the Town Board, and the Joint Planning Board, or, in the alternative, by a representative from each entity. Either the City or the Town may declare an impasse in the dispute resolution process and request mediation. The parties agree to mediate disputes which have reached such an impasse by filing a request for mediation with the Minnesota Bureau of Mediation Services within 30 days after notice of impasse is served by one party upon the other party. In the event the Bureau of Mediation Services is unable to resolve the impasse, the City and the Town may resolve the dispute by appropriate legal action with each party bearing its own attorneys' fees and costs.

13. **Severability and Repealer.** All prior resolutions and ordinances of the Town and City, or portions of resolutions and ordinances in conflict with this Resolution, are hereby repealed. If any section of this Joint Resolution and Agreement is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Town will seek to have any provision of this Agreement declared null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or legislation, both actions being for the purpose of reinstating the original intent of this Agreement.

14. **Effective Date.** This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, as provided by law.

15. **Amendments.** Any amendment to this Joint Resolution and Agreement will require adoption and approval by the City and Town.

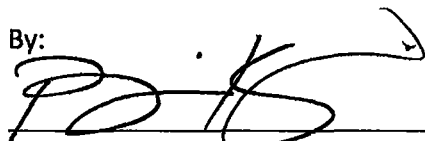
16. **Termination of Orderly Annexation Agreement.** The parties agree that they will consider potential changes and adjustments to this Agreement on an annual basis. Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2027. At least six (6) months prior to December 31, 2027, the City and Town agree to meet and decide on the terms of a ten year extension to this Agreement. In the event the Town and the City are unable to agree on the terms of the 10 year extension, the City and Town shall use good faith efforts toward a mediated extension pursuant to paragraph 12 of this Agreement.

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

Approved by the Town of Becker this 22<sup>nd</sup> day of August, 2017.

**Town of Becker**

By:

  
\_\_\_\_\_  
Brian Kolbinger, Town Board Chair

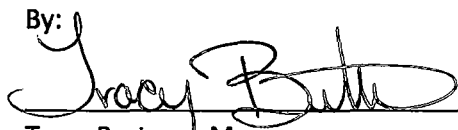
By:

  
\_\_\_\_\_  
Lucinda Messman, Town Board Clerk

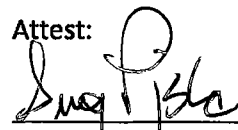
Approved by the City of Becker this 5<sup>th</sup> day of September, 2017.

**City of Becker**

By:

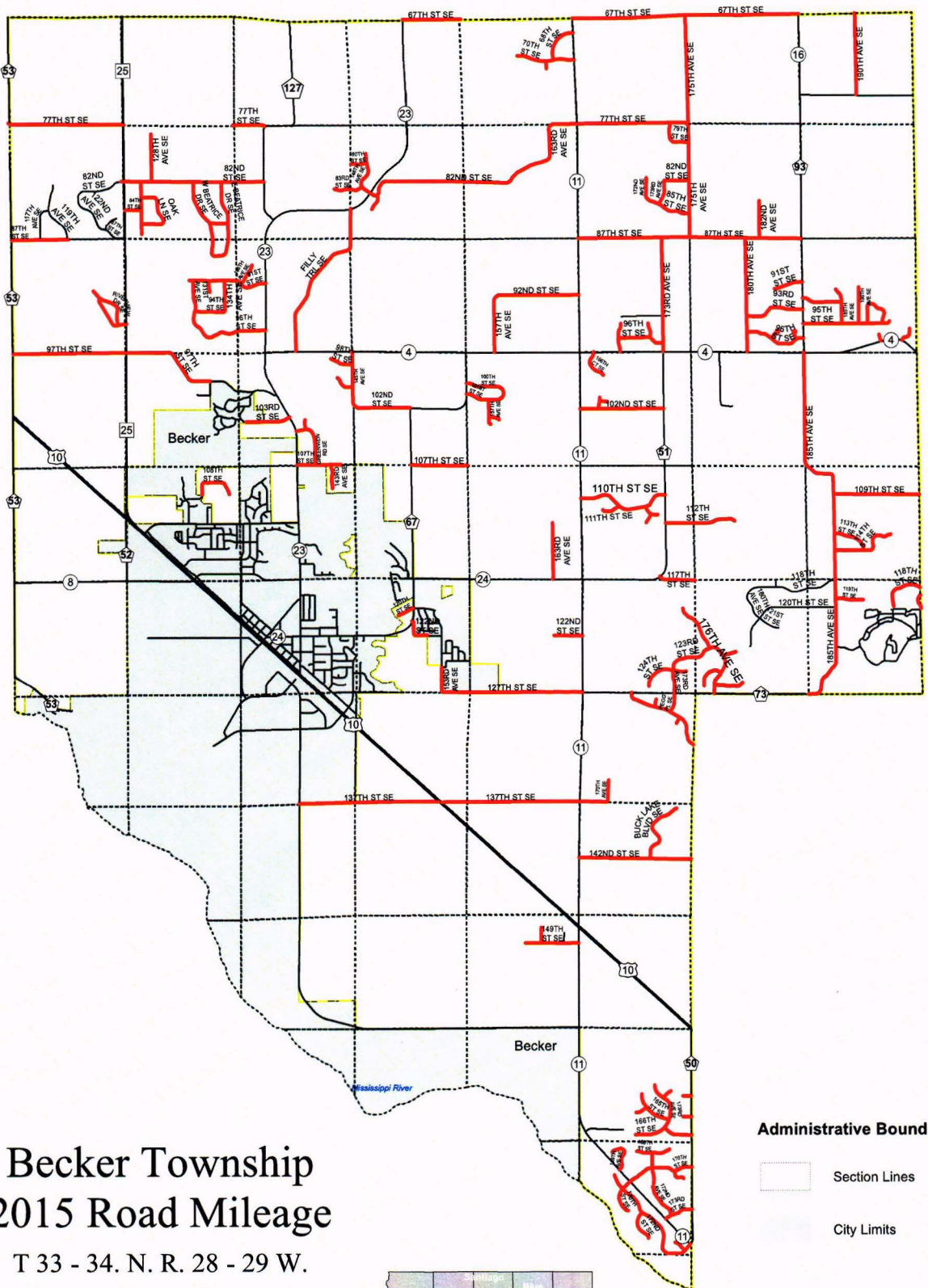
  
\_\_\_\_\_  
Tracy Bertram, Mayor

Attest:

  
\_\_\_\_\_  
Greg Prusziński, City Administrator

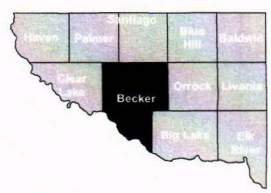
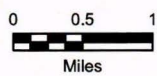
This Resolution was drafted by:  
Kelli Bourgeois, Esq.  
21101 145<sup>th</sup> Street NW  
Elk River, MN 55330

Orderly Annexation Agreement Area MAP attachment



# Becker Township 2015 Road Mileage

T 33 - 34. N. R. 28 - 29 W.



**Township Road Mileage**  
Total = 64.75 Miles

Border roads are calculated as half total mileage except 208th St. 208th St calculated in full for Big lake Twp.

DISCLAIMER: Sherburne County does not warrant the accuracy nor the correctness of the information contained in this map. It is your responsibility to verify the accuracy of this information. In no event will Sherburne County be liable for any damages, including loss of business, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the use of this map or the information it contains. Map information is believed to be accurate but accuracy is not guaranteed. Any errors or omissions should be reported to Sherburne County Public Works. H10161616\_MapofTownshipofBecker2015\_RoadMileageofBeckerroads10.mxd  
Map Created: 09/27/2010  
Map Updated: 10/24/2012  
Map Updated: 10/22/2015



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

**WHEREAS**, representatives from the Town of Becker (hereinafter the "Town") and the City of Becker (hereinafter the "City") have had numerous discussions regarding the planning and development of land areas of the Township adjacent to the City; and

**WHEREAS**, representatives from the Becker Town Board and the Becker City Council meet regularly to discuss growth and development issues and concerns; and

**WHEREAS**, the Town Board and the City Council desire to accomplish future planning and development of land areas of the Township adjacent to the City and throughout Becker Township in an orderly fashion and, insofar as it is reasonable and possible, to resolve any present and future territorial differences between said Town and City by mutual agreement.

**NOW THEREFORE BE IT FURTHER RESOLVED**, by the Town Board and the City Council as follows:

1. **Designation of Orderly Annexation Area:** The Town and the City desire to designate by Joint Resolution and Agreement all of the property comprising Becker Township as subject to orderly annexation under and pursuant to Minnesota Statutes Section 414.0325. Said Orderly Annexation Area is further described as that area set forth in the map attached. The properties within the Orderly Annexation Area are now, or are about to become urban or suburban in character and the City of Becker is capable of providing municipal services thereto, within a reasonable time, if the process and timing of annexation are clearly identified and jointly agreed well in advance of actual annexation, to provide for the City's capital planning, to prioritize its commitments for revenue expenditure, and to facilitate the phased development and orderly expansion of its infrastructure.
2. **Office of Strategic and Long-Range Planning Jurisdiction.** Upon approval by the parties, this agreement shall confer jurisdiction upon the Director of the Office of Strategic and Long-Range Planning (the successor to the Minnesota Municipal Board pursuant to Minn. Stat. §414.01, et seq. hereinafter the "Director") so as to accomplish said orderly annexation in accordance with the terms of this agreement.
3. **No Alterations of Boundaries:** The Town and the City mutually state that no alterations by the Director of boundaries of the area designated herein for orderly annexation is appropriate.
4. **Conditions for Annexation.** The City and the Town mutually state that this

resolution sets forth all of the conditions for annexation of the Orderly Annexation Area and the Director shall approve a Resolution of Annexation within 30 days of service of such Resolution on the Director. Provided, however, that the Director may review and comment within the 30-day period, in which case the City and the Town will have 30 days from notice of such review and comment in order to respond to the comments of the Director. The Director shall order the annexation within 15 days of service of the said response.

5. **Approval Process for Annexations:** The Town and the City mutually agree and resolve that the following processes shall govern annexation under this Joint Resolution and Agreement for Orderly Annexation. The Town and City shall adopt a joint resolution approving an annexation of property within the Annexation Area when any of the following conditions have been met:

a. **Petition of Property Owner.** (i) the City receives a petition requesting annexation signed by owners of 100% of individual parcels of record for properties in the area proposed for annexation; and (ii) the property proposed for annexation is contiguous to the City, or will be contiguous, following annexation.

b. **Residentially Developed Property ("Neighborhoods").** (i) The City receives a petition requesting annexation signed by the owners of sixty percent (60%) of the individual parcels of record for the Neighborhood requesting annexation; and (ii) all parcels within the Neighborhood proposed for annexation are contiguous to each other and the whole thereof is contiguous to the City.

The City Council and Town Board may alter the boundaries of the Neighborhood or add properties to the Neighborhood so long as such properties are contiguous to residentially developed properties contained within the Annexation Area. If the City annexes a Neighborhood, the City must annex the entire Neighborhood. Neighborhoods will be defined as a platted subdivision, with 51% percent of the lots improved for residential use.

c. **Surrounded Properties.** (i) The property is located within the Annexation Area; and (ii) the property has been completely surrounded by land within the City; and (iii) the property is two acres or less in size.

"Surrounded" includes areas with boundaries that would surround or touch one another but for an intervening road, railroad, waterway, public trail, or parcel of publicly-owned land.

d. **Public Property.** (i) The property is located within the Annexation Area; and the property is owned by the City.

6. **Provision of Municipal Utility Service.** The City and the Town agree that, while the City is authorized to provide municipal waste water treatment services, municipal storm sewer services, and municipal water services to the property annexed from within the Orderly Annexation Area, the timing, design, scope, and economic feasibility of such services remains within the sole discretion of the City, however, the extension of municipal sanitary sewer service to properties which have been annexed, the owners of which have requested municipal sanitary sewer service, will be given a high priority by the City.

a. **Assessment Rates.** Assessment, trunk and/or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of connection.

b. **Timeline for Connection.** When municipal services are readily available, annexed properties must connect to municipal services on the earliest of the following events:

- (1) The property owners petition for municipal services;
- (2) The property is sold or otherwise transferred for purposes other than agricultural;
- (3) The property's septic system is failing as defined in Minn. Rules Ch. 7080, as amended;
- (4) State or Federal law requires connection; or
- (5) Ten years have passed since the property was annexed to the City.

c. **No Assessments for Utilities Running Past Unannexed Township Property.** The City will not assess or charge unannexed township properties for utilities running in front or past those properties unless the properties are connected to the utilities by agreement between the Town and City. These properties may be subject to deferred assessments payable at the time of the property's annexation.

d. **City Rights Regarding Utilities.** The City shall have the following rights relating to municipal utilities:

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- a. **Make-up of Board.** The Joint Planning Board shall be established to review all development proposals within the Joint Planning Area. The Joint Planning Board shall be made up of five (5) representatives from the Town and City who shall serve for a term of 3 years or until their replacements are appointed and qualified. Two (2) board members shall be appointed by the City and three (3) board members shall be appointed by the Town. The initial appointments to the Board shall serve terms as follows: One (1) City representative shall serve a term of 2 years and one (1) City representative shall serve a term of 3 years. One (1) Town representative shall serve a term of 1 year, one (1) Town representative shall serve a term of 2 years, and one (1) Town representative shall serve a term of 3 years.
  - b. **Zoning and Subdivision Ordinances.** The Joint Planning Board will enforce the Zoning regulations of Town for properties located within the Joint Planning Area. Recommendations of the Joint Planning Board for development proposals in the Joint Planning Area shall be forwarded to the Town Board for approval.
  - c. The Minnesota State Building Code shall be extended and enforced upon all development proposals within the Joint Planning Area.
  - d. **Permit Fees and Distributions.** All Planning and Building permit fees within the Joint Planning Area shall be established by the Town and paid to the Town with reimbursement to the City under a separate Planning Services Agreement between the City and the Town, which Planning Services Agreement shall be reviewed annually by the City and the Town.
  - e. **Staff.** The Joint Planning Board duties will be administered by the staff of the City and the costs thereof incorporated into the Planning Services Agreement.
  - f. **Retention of Police Powers.** Other than the duties and powers of the Joint Planning Board, the Town will retain general police powers over the Joint Planning Area including, without limitation, maintenance and construction of town roads and bridges, the issuance of various permits, the abatement of nuisances, traffic control, and all other police powers.

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- a. **Adequate Road Access for Development of Annexed Properties.** The Town and City agree to cooperate between themselves and with Sherburne County to require property owners or real estate developers to provide adequate road access to annexed properties either prior to, or at the time such properties are improved for development.
  - b. **Existing Town Roads.** The Town shall maintain Town roads which are in existence at the time of the execution of the Agreement until properties on both sides of said Town roads are annexed to the City. Once properties on both sides of Town roads are annexed to the City, the City shall assume maintenance of such Town roads in accordance with the City's prevailing standards for maintenance.
  - c. **Development Impact on Town Roads.** Prior to the execution of a joint resolution for annexation of any property within the joint annexation area, any proposed residential, commercial, industrial, or institutional development that will impact Town Roads will require an agreement with the developer, the property owners, the Town and the City. Such agreement shall provide requirements to alleviate traffic problems, drainage problems, construction, repair and maintenance problems, bridges, easements and rights-of-way, and any other improvements and maintenance agreements necessary to alleviate adverse impact on Town roads, on adjacent properties, or upon the Township as a whole.
  - d. **Utilities in Town Roads.** The Town will allow the City to locate municipal utilities in Town property, easements and roadways subject only to reasonable regulation by the Town.
11. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement.
12. **Dispute Resolution.** Any dispute between the City and the Town regarding this Agreement, or development proposals arising from this Agreement, shall first be addressed by a joint meeting of the City Council, the Town Board, and the Joint Planning Board, or, in the alternative, by a representative from each entity. Either the City or the Town may declare an impasse in the dispute resolution process and request mediation. The parties agree to mediate disputes which have reached such an impasse by filing a request for mediation with the Minnesota Bureau of Mediation Services within 30 days after notice of impasse is served by one party upon the other party. In the event the Bureau of Mediation Services is unable to resolve the impasse,

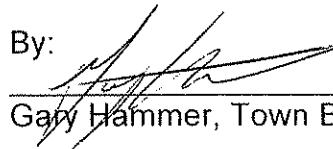
the City and the Town may resolve the dispute by appropriate legal action with each party bearing its own attorneys' fees and costs.

13. **Severability and Repealer.** All prior resolutions and ordinances of the Town and City, or portions of resolutions and ordinances in conflict with this Resolution, are hereby repealed. If any section of this Joint Resolution and Agreement is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Town will seek to have any provision of this Agreement declared null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or legislation, both actions being for the purpose of reinstating the original intent of this Agreement.
14. **Effective Date.** This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, as provided by law.
15. **Amendments.** Any amendment to this Joint Resolution and Agreement will require adoption and approval by the City and Town.
16. **Termination of Orderly Annexation Agreement.** The parties agree that they will consider potential changes and adjustments to this Agreement on an annual basis. Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2017. At least six (6) months prior to December 31, 2017, the City and Town agree to meet and decide on the terms of a ten year extension to this Agreement. In the event the Town and the City are unable to agree on the terms of the 10 year extension, the City and Town shall use good faith efforts toward a mediated extension pursuant to paragraph 12 of this Agreement.
17. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Resolution and Agreement into effect.

Approved by the Town of Becker this 15th day of October, 2007.

**Town of Becker**

By:

  
\_\_\_\_\_  
Gary Hammer, Town Board Chair

By:

*Judy Shermak*

Judy Shermak, Town Board Clerk

Approved by the City of Becker this 16<sup>th</sup> day of October, 2007.

City of Becker

By:

*Ken Paulson*

Ken Paulson, Mayor

Attest:

*Joe Rudberg*

Joe Rudberg, City Administrator

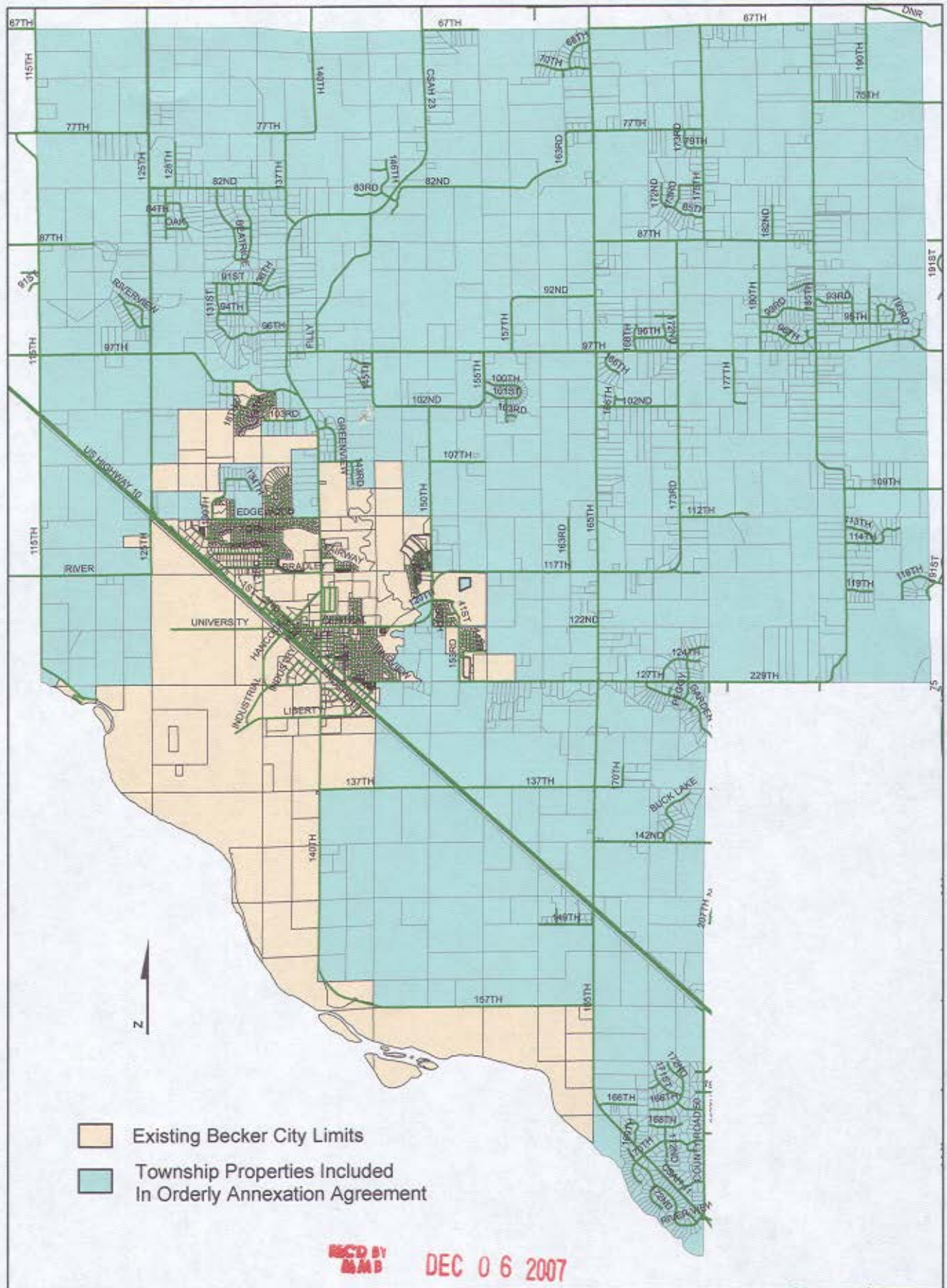
This Resolution was Jointly Drafted by:  
Kelli Neu, Community Development Director  
City of Becker  
PO Box 250  
Becker, MN 55308

and

Richard J. Schieffer, Esq.  
DOVE FRET LAND & VAN VALKENBURG, PLLP  
5881 Cedar Lake Road  
Minneapolis, MN 55416  
(952) 545-9000



# Orderly Annexation Agreement Area



10.1.2007. Becker Community Development Department. Parcel data provided by Sherburne County. Neither the City of Becker nor Sherburne County guarantee the accuracy of the data presented.