

**CITY OF MANTORVILLE RESOLUTION NO. 2016-15
MANTORVILLE TOWNSHIP RESOLUTION NO. 2016-103**

**JOINT RESOLUTION ESTABLISHING AN ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF MANTORVILLE
AND MANTORVILLE TOWNSHIP PURSUANT
TO MINNESOTA STATUTES § 414.0325**

WHEREAS, the City of Mantorville (“City”) and Mantorville Township (“Town”), both located within Dodge County, in the State of Minnesota, desire to accommodate growth in a cooperative, planned, and orderly fashion;

WHEREAS, the City and Town are in agreement as to the orderly annexation of the unincorporated land described below, and both believe it will be to their benefit and to the benefit of their respective residents; and

WHEREAS, the sole owner of the land within the Town has petitioned the City for the immediate annexation of that land to the City; and

WHEREAS, Minnesota Statutes, section 414.0325 provides a procedure whereby the City and the Town may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City and the Town are in agreement to the procedures and process for orderly annexation of certain lands described below for the purpose of orderly, planned growth; and

WHEREAS, this joint resolution sets out the agreement (“Agreement”) between the City and the Town on all terms and conditions for the annexation of the property described within this document and the signatories hereto agree that no consideration by the Chief Administrative Law Judge of the Office of Administrative Hearings is necessary; and

WHEREAS, the sole property owner of all of the property to be immediately annexed under this Agreement has petitioned for this annexation and so the parties are not required to publish notice of their intent to include the property in an orderly annexation agreement.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Mantorville and the Town Board of Mantorville Township to enter into this Agreement to provide for the immediate orderly annexation of the property herein described into the City upon the following terms and conditions:

1. **Designated Area.** The unincorporated property designated for orderly annexation by this Agreement consists of the land shown on map attached hereto as Exhibit A and is legally described in the attached Exhibit B (“Property”).
2. **Immediate Annexation.** It is agreed that the Property shown on Exhibit A and legally described in Exhibit B be immediately annexed to the City. Upon its adoption by the City and Town, the City shall file this Agreement with the Chief Judge for processing and an order providing for the immediate annexation of the Property pursuant to its terms.

3. **Acresage/Population/Usage/Zoning.**
 - a. The Property consists of approximately .76 acres.
 - b. The population of the Property is currently zero.
 - c. The Property is owned by a private party who has petitioned for this annexation as part of their desire to develop this land to include residential development thereupon.
 - d. The Property abuts the City’s north boundary line and is not included within any other municipality.
 - e. Upon annexation, the Property is to be zoned R-1 – Single Family Residential District.

4. **Jurisdiction.** Pursuant to Minnesota Statutes, section 414.0325, the Town and City, upon passage of this joint resolution, confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish orderly annexation in accordance with the terms of this Agreement.

5. **Need.** The Property is currently undeveloped. The Property owner has applied to the City for final plat approval for a development plan which will include residential housing. The City can provide services, including water and sewer, to the Property immediately or in the near future. Annexation of the Property would be in the best interests of the community as a whole.

6. **Tax Reimbursement, Debt and Assessments.** The City will provide annual property tax reimbursement payments to the Township for all property it annexes under this Agreement as follows:
 - a. Starting in the first year that the City becomes the levying authority over the annexed property the City shall pay the Township the following percentages of the last amount of property taxes payable to the Township from the annexed property (“Town Taxes”) in each year as indicated below:

Years Starting from when City Becomes the Levying Authority	Percentage of Town Taxes to be Paid to Township in the Year
1 st Year - 2017	90% = \$123.32
2 nd Year - 2018	70% = \$95.91
3 rd Year - 2019	50% = \$68.51
4 th Year - 2020	30% = \$41.12
5 th Year - 2021	10% = \$13.70

- b. The amount of Town Taxes is fixed at the last amount of property taxes payable to the Township from the annexed property and does not increase even though the amount of property taxes collected from the property may increase after annexation. The reduced percentage of the payment amount is from that fixed amount of Town Taxes. The City may retain any property taxes paid on the property that exceed the required payment amount to the Township. The last year of collectible property taxes by the Town on the annexed property is 2016 in the amount of \$137.02.

- c. The City shall make all tax reimbursement payments due to the Township by September 1 each year.

- d. If the Township and the City agree, payment for the 5 year tax reimbursement can be made in one lump sum. The date of such payment will be made by the end of January following the last year of collectible property taxes by the Town or as determined between the Town and City.
7. **Special Assessments, Debt, and Reimbursement for Public Improvements.** The City shall reimburse the Township for all unpaid amounts the Township assessed, levied, or otherwise placed against property, in addition to the regular assessment of property taxes, whether pursuant to a 429 special assessment project, 365A subordinate service district, a service charge being collected under Minnesota Statutes, section 366.012, or other amount lawfully imposed on the property prior to the effective date of the annexation of the property. The City shall also reimburse the Township for any portion of debt incurred by the Township prior to the annexation and that is attributable to the property annexed, but for which no special assessments are outstanding. The reimbursement of these amounts shall occur in substantially equal payments over a period of not less than two or no more than eight years. The City shall also reimburse the Township for a percentage of the amount the Township paid toward a public improvement project annexed into the City within three years of the construction of the improvement if the Township's costs toward the improvement exceeded \$15,000. If the annexation occurs within the first year of completion, the City shall reimburse the Township 90% of its costs. If annexation occurs in the second year after completion, the City shall reimburse the Township 80% of its costs. If the annexation occurs in the third year after completion, the City shall reimburse the Township 70% of its costs. If less than the entire improvement is annexed, the City shall reimburse the Township the applicable percentage of the costs fairly attributable only to the annexed portion of the improvement.
8. **Review and Comment.** The City and the Town agree that upon receipt of this Joint Resolution, as passed and adopted by each party, the Chief Administrative Law Judge may review and comment but shall, within 30 days, order the annexation in accordance with the terms of this Joint Resolution. The City and Town agree that no alteration of the stated boundaries of the orderly annexation area as shown and described in the attached exhibits is appropriate, that no consideration by the Chief Administrative Law Judge is necessary, and that all terms and conditions for annexation are provided for in this Agreement.
9. **Binding Contract.** Pursuant to Minnesota Statutes, section 414.0325, subdivision 6, this Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Property.
10. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, with the exception that the City shall pay for the survey work, the recording and filing fees, and costs incurred to make any needed corrections, and all publication and notice costs.
11. **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including Exhibits A and B, which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties. Any prior joint resolutions or agreements regarding all or any portion of the Property are superseded by, and shall not interfere with or otherwise control, the terms of this Agreement.

12. **Effective Date/Applicability.** This Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, whichever is the last party to take action to adopt it. The annexation of the Property shall be effective upon the issuance of the order by the Chief Judge. This Agreement is only meant to apply to the Property and not to any other property or area within the Town.

13. **Adopt and Enforce Regulations.** The City's zoning and subdivisions regulations shall apply to the Property annexed pursuant to this Agreement upon the effective date of the Chief Judge's order approving the annexation. Until such time as the annexation is effective, the Property shall remain subject to the Town's ordinances and regulations.

14. **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.

15. **Governing Law.** This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.

Adopted by affirmative vote of the Mantorville Town Board this 3rd day of October, 2016.

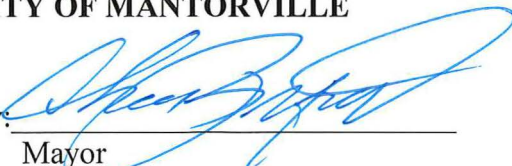
MANTORVILLE TOWNSHIP

By: 
Town Chairperson

By: 
Town Clerk

Adopted by affirmative vote of the City Council of the City Mantorville, this 10th day of October, 2016.

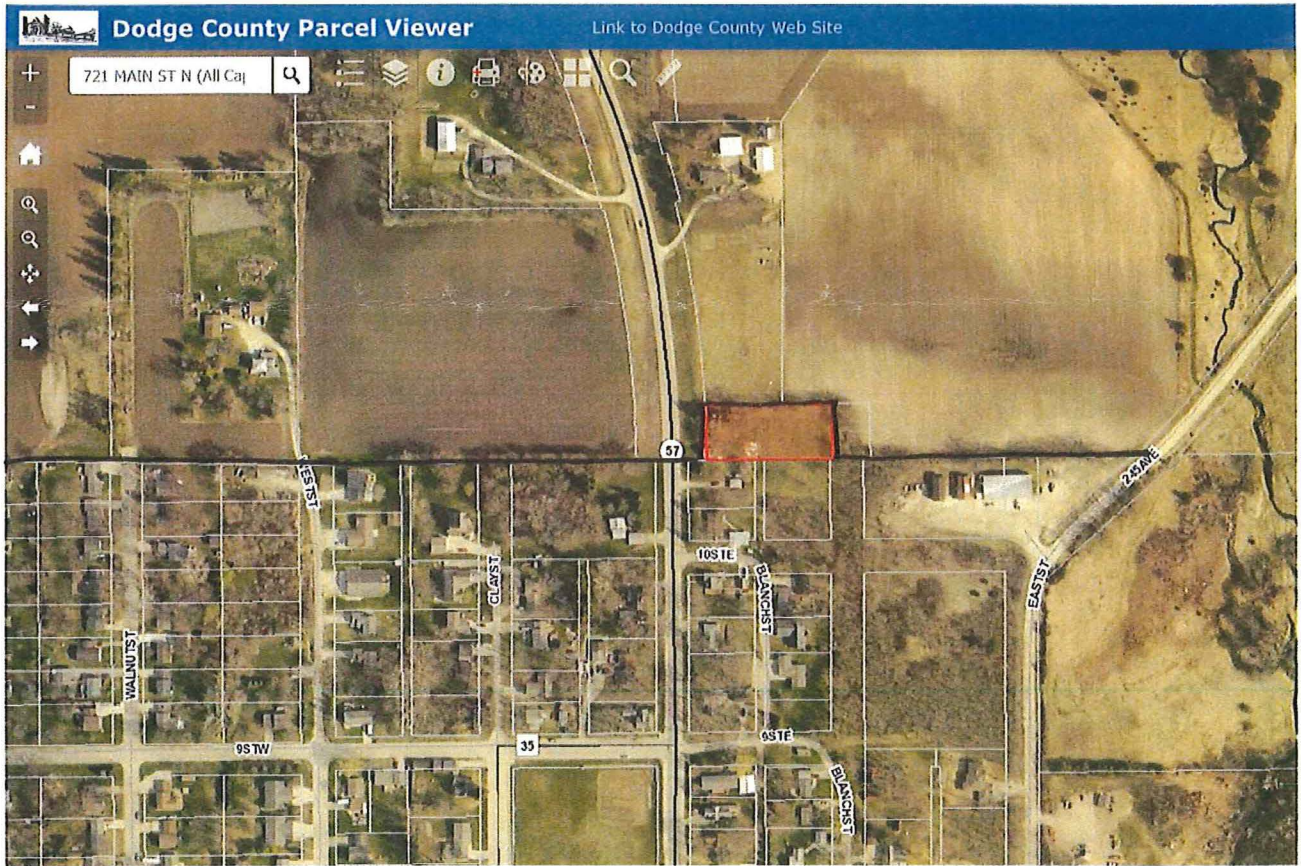
CITY OF MANTORVILLE

By: 
Mayor

By: 
City Clerk/Administrator

EXHIBIT A MAP OF PROPERTY

Parcel to be annexed outlined in Red.



200ft

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EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

That part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

Commencing at the northwest corner of lot 3, Block 26, in the Town or Village of Mantorville; thence East along the north line of said Block 26, a distance of 300 feet; thence North 7 rods; thence West 300 feet; thence South 7 rods to place of beginning. Subject to highway right of way containing .05 acres running along the Westerly edge of the above described premises as more particularly described in that final certificate recorded in Book 115 of Misc., page 285; all according to the Plat thereof on file and of record. Subject to easements, covenants, and restrictions of record.

