

**CITY OF SANDSTONE RESOLUTION NO. 20181107-03
SANDSTONE TOWNSHIP RESOLUTION NO. 2018-06**

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

WHEREAS, the City of Sandstone (“City”) and Sandstone Township (“Town”), both located within Pine 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 need for 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, 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 as to the procedures and process for orderly annexation of certain lands described below for the purpose of orderly, planned growth; and

WHEREAS, the Sandstone Town Board asked the City of Sandstone to complete the requested detachment of the White and Petry properties before they would consider the orderly annexation request, by the City of Sandstone, of the 3.66 acres located next to I-35; the detachment of the White and Petry properties has now been completed; 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 City and the Town have published notice of their intent to include property in an annexation area as provided in this Agreement, pursuant to Minnesota Statutes, § 414.0325, subd. 1b; and

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Sandstone and the Town Board of Sandstone 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. **Acreage/Population/Usage/Zoning.**
 - a. The Property consists of approximately 3.66 acres.
 - b. The population of the Property is currently zero.
 - c. The Property is owned by the following parties:
 - i. 30.0503.000 – this parcel is held by the County as a tax-forfeited parcel;
 - ii. 30.0516.001 – this parcel is owned by the North Pine Area Hospital District; and
 - iii. 30.0516.000 – this parcel is owned by the City of Sandstone.
 - d. The Property abuts the City’s western boundary line and is not included within any other municipality.
 - e. Upon annexation, the Property is to be zoned as follows:
 - i. 30.0503.000 – B-5 – Interchange Business District;
 - ii. 30.0516.001 – B-4 – Medical Business District; and
 - iii. 30.0516.000 – B-4 – Medical Business 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 and represents the extension of property which is currently located in the City’s industrial park. The Property is anticipated to be combined with other property currently located within the City, which may be used for future development purposes. Annexation of the Property is in the best interests of the community as a whole.

6. **Tax Reimbursement, Debt and Assessments.** The Property is all currently tax-exempt property. Therefore, there are no tax reimbursements required to be made by the City to the Town. Further, no part of the Property is subject to any currently levied or proposed special assessment, and therefore, there is similarly no need for any reimbursement.

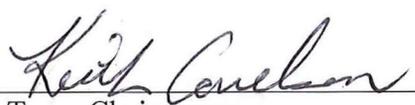
7. **Special Assessments, Debt, and Reimbursement for Public Improvements.** The City shall reimburse the Township for all unpaid amounts the Township assessed, levied, or otherwise placed against property, in addition to the regular assessment of property taxes, whether pursuant to a 429 special assessment 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.

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 Sandstone Town Board this 1 day of NOVEMBER, 2018.

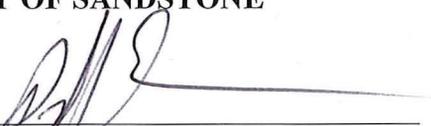
SANDSTONE TOWNSHIP

By: 
Town Chairperson

By: 
Town Clerk

Adopted by affirmative vote of the City Council of the City Sandstone, this 7th day of November, 2018.

CITY OF SANDSTONE

By: 
Mayor

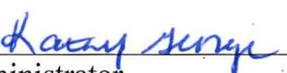
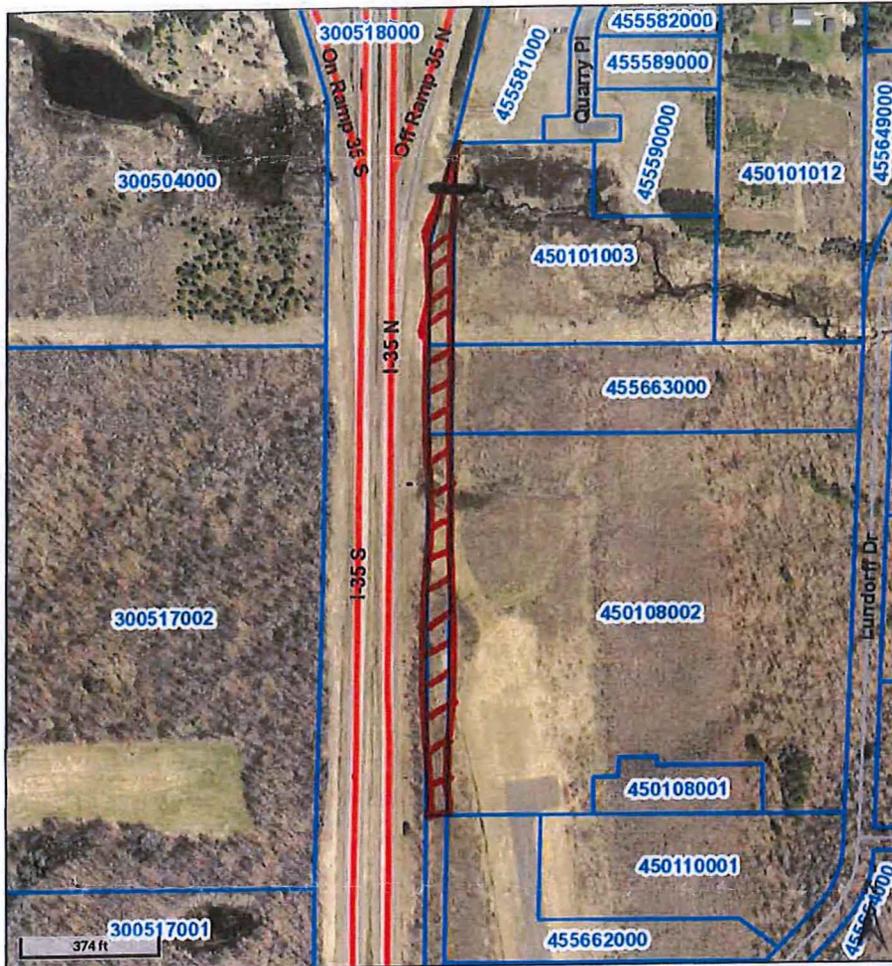
By: 
City Administrator

EXHIBIT A MAP OF PROPERTY

 **Beacon**™ Pine County, MN



Overview



Legend

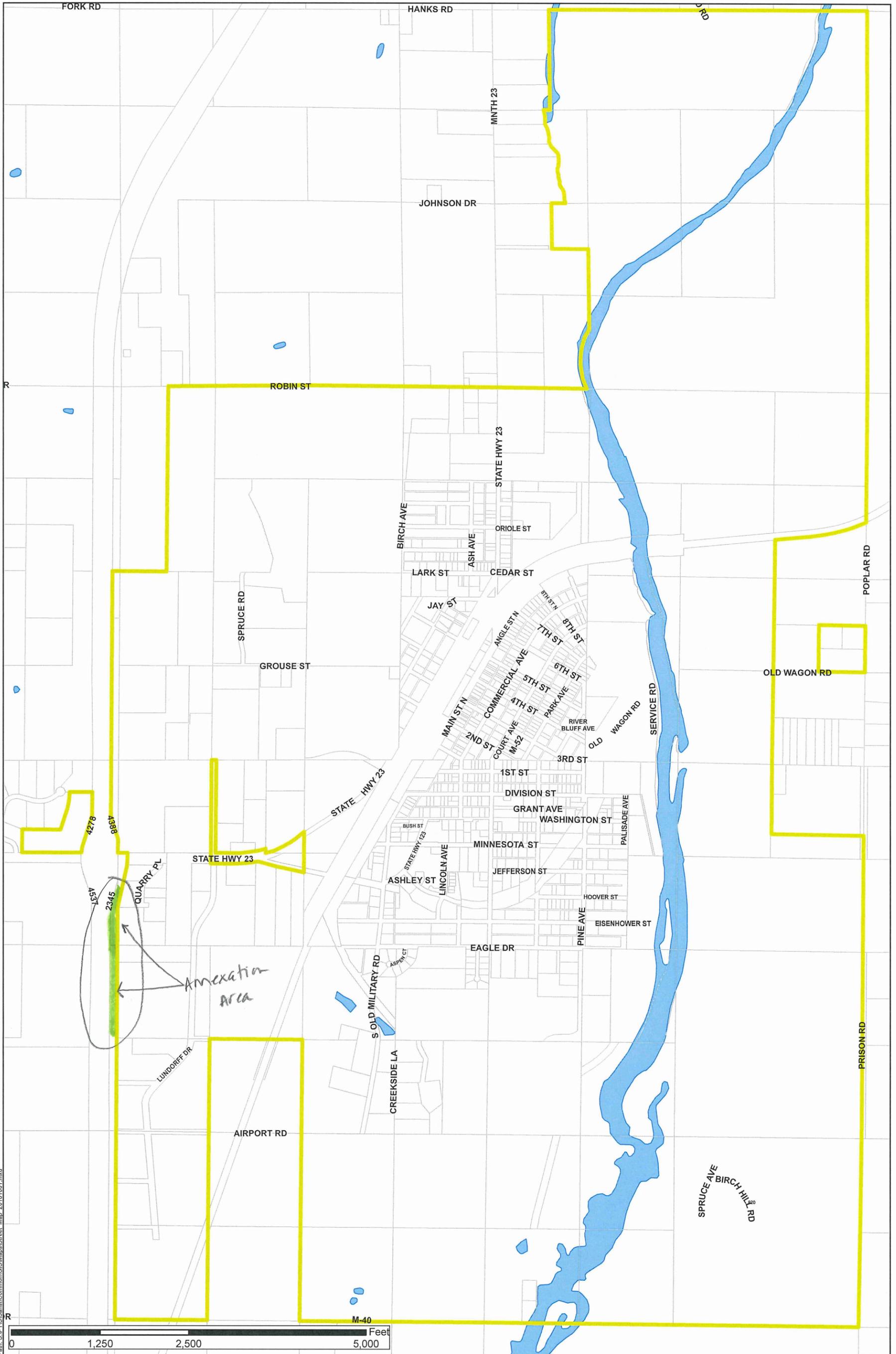
- Roads
 - <all other values>
 - Interstate
 - Hwy
- Townships
- Parcels
- Parcels w/o Labels
- Memorial Forests

Area to be annexed

(blank)

Date created: 1/23/2018
Last Data Uploaded: 1/22/2018 11:44:22 PM

 Developed by
The Schneider Corporation



Path: S:\PTIS\Sansst\Common\GIS\Maps\Street_Map_20181001.mxd



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Print Date: 10/3/2018

Map by: akorr
Projection: Pine County Coordinates (Feet)
Source: Pine County, SEH

STREET MAP

Sandstone, Minnesota



This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

30.0503.000

The Southeast Quarter of the Northeast Quarter lying easterly of the easterly right of way of Interstate Highway #35, Section 17, Township 42 North, Range 20 West, Pine County, Minnesota, subject to any easements of record.

30.0516.000

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 42, Range 20, County of Pine, State of Minnesota, lying East of the right-of-way of Highway 35 less the South 1012.87 feet of the North 1248.52 feet of the Southeast $\frac{1}{4}$ lying easterly of the right-of-way of Highway 35.

30.0516.001

The south 1012.87 feet of the north 1248.52 feet of the Southeast Quarter of Section 17, Township 42 North, Range 20 West, Pine County, Minnesota, lying easterly of the easterly right of way line of Federal Interstate Highway No. 35, as measured at right angles to and parallel with the north line of said Southeast Quarter.