

**BUFFALO TOWNSHIP RESOLUTION NO. 2019-CE**

**CITY OF BUFFALO RESOLUTION**

**MUNICIPAL BOUNDARY ADJUSTMENTS DOCKET NO. \_\_\_\_\_**

**JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN  
THE TOWN OF BUFFALO  
AND THE CITY OF BUFFALO,  
WRIGHT COUNTY, MINNESOTA**

**WHEREAS**, the City of Buffalo (hereinafter referred to as the “City”) and the Township of Buffalo (hereinafter referred to as the “Town” or “Township”), both located within Wright County, in the State of Minnesota, desire to accommodate growth in the most orderly fashion; and

**WHEREAS**, the Town Board and City Council have expressed their desire to encourage future development of selected properties near the City so as to avail such development of municipal services as much as is practical; 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, the City and Town enter into this Joint Resolution for Orderly Annexation (sometimes hereinafter referred to as “Agreement”) and that the property herein described is proposed to be annexed by the City of Buffalo and shall be annexed subject to the following terms and conditions:

1. **Designation of Orderly Annexation Area.**

The Township and the City hereby designate the areas legally described on **Exhibit 1** attached hereto and incorporated herein by reference (hereinafter referred to as the “Orderly Annexation Area”, “OAA” or “Subject Area”) for orderly annexation pursuant to Minnesota Statutes Section 414.0325.

A boundary map showing the Subject Area legally described on **Exhibit 1** is attached hereto as **Exhibit 2** and incorporated herein by reference.

The Township and City agree that the Orderly Annexation Area legally described on **Exhibit 1** and designated for orderly annexation pursuant to Minnesota Statutes Section 414.0325 is approximately 5,750 acres.

Buffalo Township Hall property will not be annexed as a part of this joint agreement

2. **Office of Administrative Hearings, Municipal Boundary Adjustments.**

Upon approval by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction upon the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments (hereinafter referred to as the "MBA") or its successor pursuant to Minnesota Statutes.

3. **No Alterations of Boundaries.**

The Town and City mutually agree and state that the MBA may review and comment, but 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 Municipal 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. At such time as the conditions for annexation of the areas or a portion thereof as described in this Agreement have been met, upon receipt of a Resolution for Annexation from the City of Buffalo, the MBA may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of the Resolution.

5. **Reasons for the Annexation.**

The reasons for the annexation of the Designated Area include the City and Town's collective determination that (i) the City can more readily provide the types and level of services desired within Designated Area; and (ii) the type of development likely to occur in the Designated Area is more consistent with development within the City.

6. **Effective Date/Applicability.**

This Joint Resolution is effective on the date it is adopted by the City and the Town; whichever is the second to act on this resolution. Annexations occurring as provided in this Joint Resolution shall be effective upon the issuance of the order by the MBA. The provisions of this Joint Resolution shall be binding unless otherwise modified by a joint resolution of both the City and Town as provided herein.

7. **Planning and Land Use Control Authority.**

The Town and City mutually agree and state that all land use authority within the Orderly Annexation Area shall remain with Wright County and the Township (if the Township chooses to exercise planning and zoning authority pursuant to Minnesota law) while such properties remain in the Township, however no property shall be subdivided within the Orderly Annexation

Area in such a manner that will create more than 2 lots unless the property is first annexed to the City. The City shall have exclusive planning, zoning and subdivision authority over all properties annexed under the authority of this Agreement. The Township agrees to request that the County planning department notify the City of any requests for conditional use permits, land use changes, subdivision, rezoning or grading and filling within the OAA and allow the City to review and comment.

8. **Tax Step-Up for Platted Developed Residential Property.**

For platted, residentially developed properties existing in the Town that are annexed pursuant to this Agreement, the tax rate of the City on the area annexed shall be increased over a four year period to equality with the tax rate on the property already within the municipality as follows: During the first year in the City the parcel would pay 50% of the City tax rate, during the second year in the City the parcel would pay 70% of the City tax rate, during the third year after annexation the parcel would pay 85% of the City tax rate, and during the fourth year after annexation the parcel would pay the full 100% of the City tax rate.

9. **Taxation Reimbursement.**

- A. **Tax Reimbursement.** Unless otherwise mutually agreed, to allow the Township to be reimbursed for the permanent loss of taxable property from Township tax rolls for property in the Orderly Annexation Area, the City agrees that it will pay to the Township two and one-half times the amount in taxes that the Township levied against the annexed property in the year preceding annexation, exclusive of debt service and special assessments. In the year following annexation, the City shall remit payment to the Town in no more than four equal semi-annual payments within thirty (30) days after receipt of the tax revenues for the property from the Wright County Treasurer's office.
- B. **Tax Exempt Lands.** Lands, which are tax exempt as of the date of their annexation pursuant to this Joint Resolution, shall not be subject to the provisions of this section relating to Tax Reimbursement.
- C. **Delinquent Taxes.** The City agrees that it shall remit all delinquent taxes, charges and assessments collected from any portion of the Orderly Annexation Area after annexation of such property 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. **Assumption of Liability for Public Improvements.** 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

the Township levied special assessments. 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.

10. **Conditions for Orderly Annexation.**

The City and the Town mutually state and agree that properties in the areas described on **Exhibit 1** and as shown on **Exhibit 2**, or any portion thereof shall be annexed to the City by the Office of Administrative Hearings upon receipt of a resolution from the City requesting such annexation. The City may adopt such resolution not sooner than 31 days after submitting a copy of an annexation petition to the Township (the Township may waive the 31-day period) and only when all of the following applicable conditions have been satisfied:

- A. The property to be annexed under this Agreement must be located within the annexation area legally described on attached **Exhibit 1** and graphically depicted on attached **Exhibit 2**.
- B. The property owner(s) desiring annexation to the City must petition the City. A petition for property to be annexed that is not part of a platted or non-platted residential subdivision must be signed by 100% of the individual owners of the property proposed to be annexed.
- C. Notwithstanding subparagraph B above, the infill areas identified on Exhibit 2 may be annexed upon petition by the City when 60% or more of an infill area is bordered by the City limits.
- D. If the property to be annexed is part of a platted residential subdivision, the petition must be signed by the individual owners of record of at least 65% of the platted lots and the entire subdivision shall be annexed.
- E. The City has conducted a feasibility study to determine that the area to be annexed can be served by City sewer and water within one year of annexation.

11. **Roads Within Area Designated for Orderly Annexation and Immediate Annexations.**

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

- A. Maintenance of Roads. 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.
- B. Dague Avenue. Dague Avenue (depicted on and legally described in Exhibit 3) shall be immediately annexed to the City without regard to the provisions of Section 10. The Township shall not be responsible for the costs associated with Dague Avenue improvements. No Township properties will be assessed for Dague Avenue improvements planned for reconstruction during the years of 2022 to 2024.
- C. 6<sup>th</sup> Avenue Northeast Property. The 6<sup>th</sup> Avenue Northeast property, part of PID 103500203308 (legally described in Exhibit 4) shall be immediately annexed to the City without regard to the provisions of Section 10.

12. **Provision of Municipal Utility Service.**

- A. Extension of Services. Extension of sanitary sewer service to annexed properties requesting sewer service will be a high priority by the City.
- B. Assessment Rates. Except as otherwise provided in this Joint Resolution, assessment or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of benefit and/or connection to said service.
- C. Provision of Other Municipal Services. The City shall be responsible for the provision of all normal and customary municipal services to annexed properties.
- D. No Assessments to Buffalo Township Hall. The City shall provide utilities to the Buffalo Township Hall when the Township desires to be served. There will be no assessments, only customary hook-up charges and service fees.

13. **Periodic Review.**

The City and Town mutually agree and state a joint periodic review of this agreement shall be conducted five (5) years after the effective date of this agreement and that additional reviews may take place at any time upon request of either party.

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 unenforceable shall not affect the validity or enforceability of the other provisions herein.

16. **Effective Date and Termination.**

This Joint Resolution shall be effective upon adoption by the governing bodies of the City and Town and accepted by the MBA. Unless the parties have agreed to an extension, this agreement shall terminate on December 31, 2029. Notwithstanding the termination of this Agreement, the provisions of paragraphs 7 through 9, 11 and 12 of this Agreement shall remain binding after the termination of the Agreement for all properties annexed under the terms of this Agreement prior to its termination.

17. **Disputes and Remedies.**

The City and Township agree as follows:

- A. **Negotiation.** When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the Township will direct staff members, as they deem appropriate, to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
- B. **Mediation/Arbitration.** When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration. The parties must mutually agree to the mediator and/or arbitrator.
- C. **Adjudication.** When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

18. **Amendment.**

Both parties reserve the right to initiate an amendment or revision to the Agreement at any time. Upon initiation, the parties agree to meet and discuss the proposed amendment or revision, but neither party shall be required to approve such amendment or revision.

19. **Costs Associated with OA Agreement.**

Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees and costs required by the State of Minnesota associated with the annexation of property pursuant to the terms of this Agreement.

20. **Venue.**

The venue for all actions concerning this Agreement shall be Wright County, Minnesota.

21. **No Further Annexation.**

The parties recognize that property owners continue to maintain those options available by law at the time of their action to pursue municipal boundary adjustments. However, during the term of this Agreement, the City will not support any property owner-initiated annexation petition for areas proposed for development that are located within Buffalo Township outside of the Orderly Annexation Area. It is the intent of the parties that this Agreement set the exclusive geographical boundaries of land that 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.

22. **Entire Agreement.**

With respect to the Subject Area and Orderly Annexation Area legally described on **Exhibit 1** and shown on **Exhibit 2**, respectively, which are attached hereto and incorporated herein by reference, the terms, covenants, conditions, and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties.

23. **Notice.**

Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. Mail, postage prepaid, to the Buffalo Township Clerk and the Buffalo City Administrator at their official addresses.

24. **Legal Description and Mapping.**

The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided on **Exhibit 1** or mapping provided on **Exhibit 2** in the judgment of the MBA, the City and Township agree to make such corrections and file any additional documentation, including a new **Exhibit 1 or 2** making the corrections requested or required by the MBA as necessary to make effective the annexation of said Subject Area in accordance with the terms of this Joint Resolution.

25. **Waiver.**

The Board of Supervisors of Buffalo Township may waive any provision of this resolution that it deems appropriate for a particular situation but only by written resolution duly adopted by the Town Board.

26. **Termination of Prior Agreements.**

Any prior agreements or joint resolutions existing between the parties and affecting the property described in the attached Exhibits including, but not limited to, OA-108 (1974) and OA-1002 (2004) shall be considered terminated upon the effective date of this Joint Resolution.

27. **Binding Contract.**

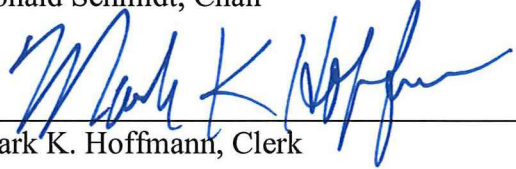
This Joint Resolution is a contract binding upon the City and the Town and is enforceable in district court in Wright County, Minnesota.

**PASSED, ADOPTED AND APPROVED** by the Buffalo Town Board of Supervisors, Wright County, Minnesota, this 10th day of February 2020.

**BUFFALO TOWNSHIP**



Donald Schmidt, Chair



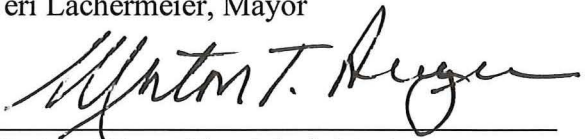
Mark K. Hoffmann, Clerk

**PASSED, ADOPTED AND APPROVED** by the Buffalo City Council, Wright County, Minnesota, this 18th day of February 2020.

**CITY OF BUFFALO**



Teri Lachermeier, Mayor



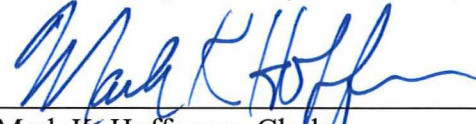
Merton Auger, City Administrator

I, the undersigned, Mark K. Hoffmann, being duly qualified and Clerk for the Town of Buffalo, Wright County, Minnesota, hereby certify that I have carefully compared the attached and



foregoing excerpt Resolution No. 2019-CE Authorizing Execution of a Joint Annexation Agreement Between the City of Buffalo and Buffalo 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 the Town of Buffalo, Wright County, Minnesota, this 10th day of February 2020.



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Mark K. Hoffmann, Clerk  
Town of Buffalo, Minnesota

I, the undersigned, Merton Auger, being duly qualified and City Administrator of the City of Buffalo, Wright County, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution Authorizing Execution of a Joint Annexation Agreement Between the City of Buffalo and Buffalo 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 of the City of Buffalo this 18th day of February 2020.



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Merton T. Auger, City Administrator  
City of Buffalo, Minnesota

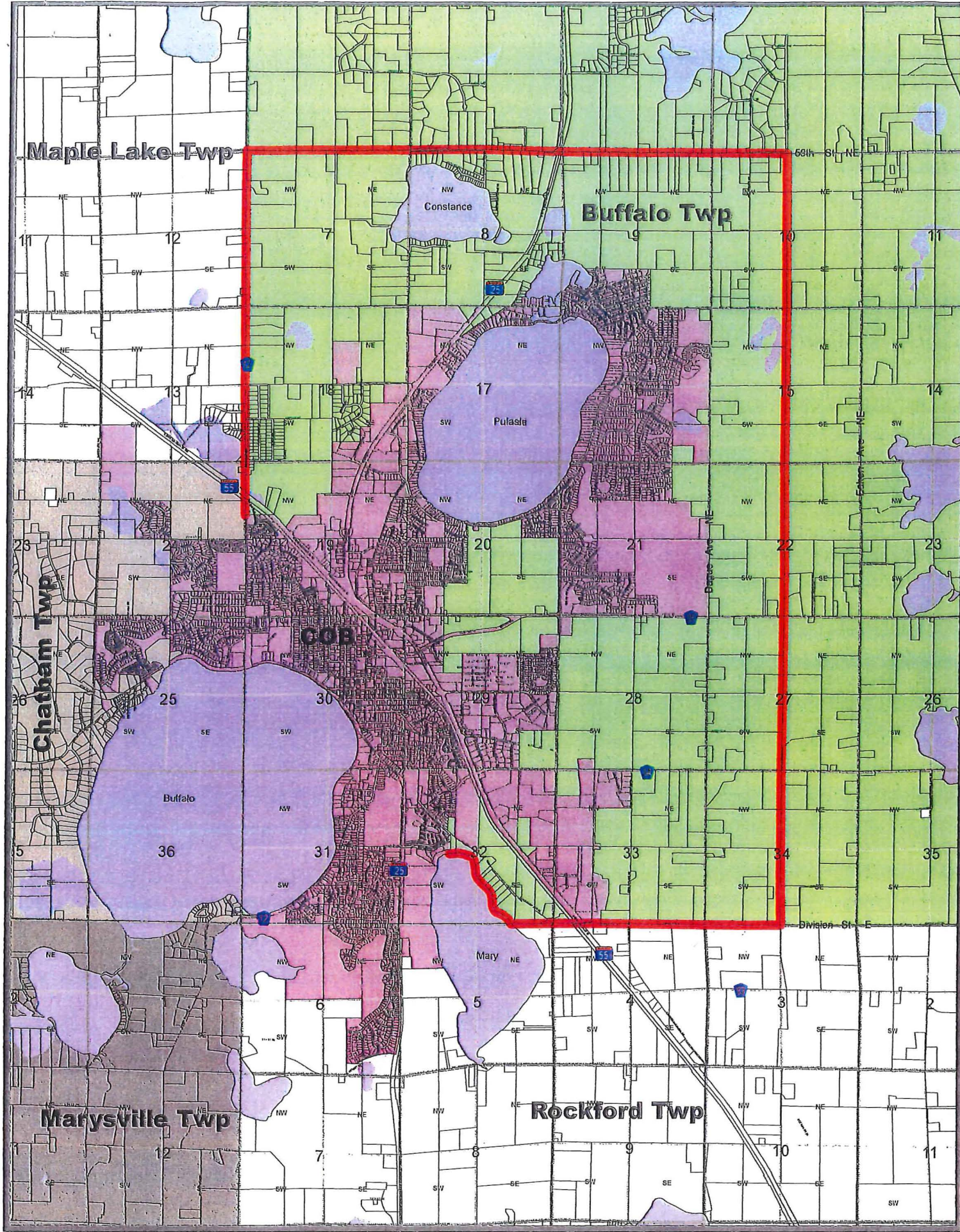
**EXHIBIT 1**  
**LEGAL DESCRIPTION**

**City of Buffalo and Buffalo Township Orderly Annexation Agreement**  
**Property Description**

1. All of Section 7, Township 120 North, Range 25, Wright County, Minnesota.
2. That part of Section 8, Township 120 North, Range 25, West, Wright County, Minnesota, not already a part of the City of Buffalo.
3. That part of Section 9, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
4. The West Half of Section 10, Township 120 North, Range 25 West, Wright County, Minnesota.
5. The West Half of Section 15, Township 120 North, Range 25 West, Wright County, Minnesota.
6. That part of Section 16, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
7. That part of Section 17, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
8. That part of Section 18, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
9. That part of Section 19, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
10. That part of Section 20, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
11. That part of Section 21, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
12. The West Half of Section 22, Township 120 North, Range 25 West, Wright County, Minnesota.
13. The West Half of Section 27, Township 120 North, Range 25 West, Wright County, Minnesota.
14. That part of Section 28, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo
15. That part of Section 29, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.

16. That part of Section 32, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
17. That part of Section 33, Township 120 North, Range 25 West, Wright County, Minnesota, not already a part of the City of Buffalo.
18. The West Half of Section 34, Township 120 North, Range 25 West, Wright County, Minnesota.

**EXHIBIT 2**  
**BOUNDARY MAP**



**ORDERLY ANNEXATION AREA  
BUFFALO TOWNSHIP 2019**



- City of Buffalo Corporate Limits
- Buffalo Township
- Parcels
- Orderly Annexation Area

GIS data is data generated by a computer database or system that is designed to electronically capture, organize, store, update, manipulate, analyze, and display all forms of geographically referenced information that is compiled, from private or public sources, either alone or in cooperation with other public or private entities, for use by a municipality. GIS data is accurate for its intended use by a municipality and may be inaccurate for other uses.

August 9, 2019

**RESOURCES:**

Prepared By: **COB ENGINEERING DEPARTMENT**  
 COORDINATE SYSTEM: NAD 83 UTM 16N  
 DATA SOURCE: PLATT COUNTY, MINN  
 CITY OF BUFFALO ENGINEERS

EXHBIIT 3  
DAGUE AVENUE

# CITY OF BUFFALO

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## DAGUE AVENUE NORTHEAST ANNEXATION

### PROPOSED DESCRIPTION:

The West 33.00 feet of the Southwest Quarter of the Northwest Quarter and the West 33.00 feet of the Southwest Quarter all in Section 15, Township 120 North, Range 25 West, Wright County, Minnesota.

And

The West 33.00 feet of the Northwest and Southwest Quarters of Section 16, Township 120 North, Range 25 West, Wright County, Minnesota.

And

The East 50.00 feet of the South 515.11 feet of the Northeast Quarter of the Southeast Quarter of Section 16, Township 120 North, Range 25 West, Wright County, Minnesota.

And

The East 50.00 feet of the Northeast Quarter of the Northeast Quarter of Section 21, Township 120, Range 25 West, Wright County, Minnesota.

And

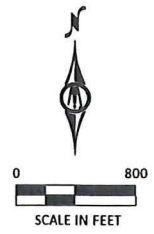
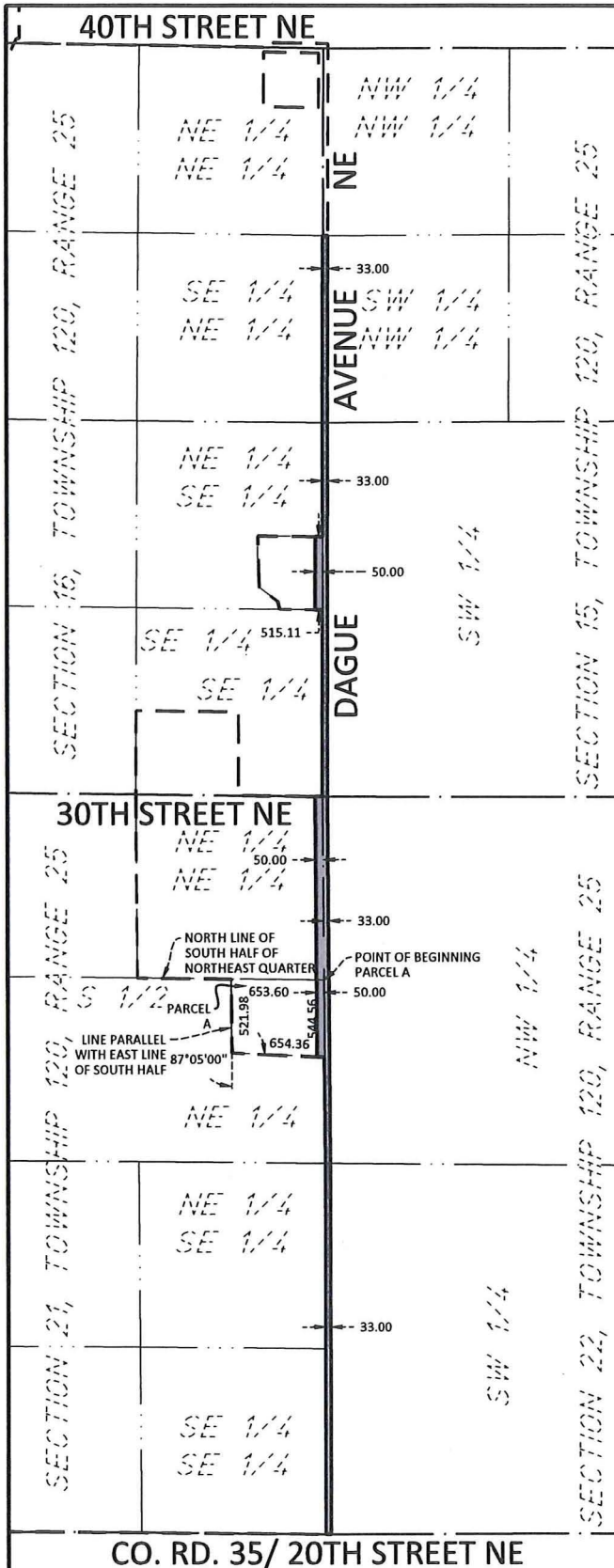
The East 50.00 feet of Parcel A described below:

### PARCEL A:

#### PARCEL A (Doc. Number 1278752)

That part of the South Half of the Northeast Quarter of Section 21, Township 120, Range 25, described as follows: Beginning at the Northeast corner of said South Half of Northeast Quarter; thence West along the North line of said South Half of the Northeast Quarter a distance of 653.60 feet; thence South parallel with said East line of said South Half of the Northeast Quarter, a distance of 521.98 feet; thence East deflecting 87 degrees 5 minutes 0 seconds left, a distance of 654.36 feet to the East line of said South Half of the Northeast Quarter; thence North along said East line, a distance of 544.56 feet to the point of beginning, subject to a right of way of township road over the East side thereof, Wright County, Minnesota.





**PROPOSED DESCRIPTION:**  
 The West 33.00 feet of the Southwest Quarter of the Northwest Quarter and the West 33.00 feet of the Southwest Quarter all in Section 15, Township 120 North, Range 25 West, Wright County, Minnesota.

And  
 The West 33.00 feet of the Northwest and Southwest Quarters of Section 16, Township 120 North, Range 25 West, Wright County, Minnesota.

And  
 The East 50.00 feet of the South 515.11 feet of the Northeast Quarter of the Southeast Quarter of Section 16, Township 120 North, Range 25 West, Wright County, Minnesota.

And  
 The East 50.00 feet of the Northeast Quarter of the Northeast Quarter of Section 21, Township 120 North, Range 25 West, Wright County, Minnesota.

And  
 The East 50.00 feet of Parcel A described below:

**PARCEL A:**  
**PARCEL A (Doc. Number 1278752)**  
 That part of the South Half of the Northeast Quarter of Section 21, Township 120, Range 25, described as follows: Beginning at the Northeast corner of said South Half of Northeast Quarter; thence West along the North line of said South Half of the Northeast Quarter a distance of 653.60 feet; thence South parallel with said East line of said South Half of the Northeast Quarter, a distance of 521.98 feet; thence East deflecting 87 degrees 5 minutes 0 seconds left, a distance of 654.36 feet to the East line of said South Half of the Northeast Quarter; thence North along said East line, a distance of 544.56 feet to the point of beginning, subject to a right of way of township road over the East side thereof, Wright County, Minnesota.

**SURVEYOR'S NOTES:**  
 1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.

**SURVEYOR'S CERTIFICATION**  
 I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Zachary Zetah*  
 Zachary Zetah  
 License Number 52694  
 10/01/2019  
 Date

PROPOSED ANNEXATION AREA: +/- 9.64 ACRES  
 EXISTING CITY LIMITS

<b>ANNEXATION EXHIBIT</b> BUFFALO, MINNESOTA		PARTS OF SECTIONS 15, 16, 21, AND 22, TOWNSHIP 120, RANGE 25, WRIGHT COUNTY, MINNESOTA  FOR: CITY OF BUFFALO
 <b>BOLTON &amp; MENK</b> 2040 HIGHWAY 12 EAST WILLMAR, MINNESOTA 56201 (320) 231-3956		

9.64 Acres

EXHIBIT 4  
6<sup>TH</sup> AVENUE NORTHEAST PROPERTY

THE SOUTH ½ OF LOT 1 OF LOT "F", OF THE W ½ OF THE SW ¼ OF SECTION 20,  
TOWNSHIP 120, RANGE 25, WRIGHT COUNTY, MINNESOTA

