

**JOINT RESOLUTION BETWEEN THE TOWN OF CHATHAM
AND THE CITY OF BUFFALO, DESIGNATING
AN AREA FOR ORDERLY ANNEXATION**

The Town of Chatham and the City of Buffalo hereby jointly agree to the following:

1. Orderly Annexation Area

An area in the Town of Chatham owned by Mill Creek Inn, Inc. ("Mill Creek") is in need of orderly annexation to the City of Buffalo pursuant to Minnesota Statutes Chapter 414.0325. The parties hereto designate this area consisting of approximately 3 acres (the "Property") for orderly annexation as described on Exhibit A attached hereto.

2. Municipal Board

The Town of Chatham and the City of Buffalo do, upon adoption of this resolution, and upon acceptance by the Minnesota Municipal Board, confer jurisdiction upon the Minnesota Municipal Board over the Property so as to accomplish said annexation in accordance with the terms of this Resolution. No consideration or hearing by the Minnesota Municipal Board is necessary. The board may review and comment, but shall, within thirty (30) days, order the immediate annexation of the Property to the City of Buffalo in accordance with the terms of this joint resolution. No alteration of the described boundary of the Property is appropriate. Annexation of the Property shall occur as of the effective date of this agreement as defined herein.

3. Character of Property

The Property abuts the City of Buffalo and is presently urban or suburban in nature or is about to become so. Further,

the City of Buffalo is now or within a reasonable time will be capable of providing municipal water and sanitary sewer to the Property.

4. Roads

The parties acknowledge that County State Aid Highway 35 ("Highway") abuts the northern border of the Property for a distance of approximately one-half mile. A portion of this Highway is part of the Property to be annexed and a portion shall remain in the Town of Chatham. At the present time, the County of Wright maintains the Highway. The parties hereto do not intend, by virtue of this Agreement or otherwise, to shift responsibility for maintaining said Highway from Wright County to the City of Buffalo. The parties contemplate that Wright County shall remain responsible for maintenance of the Highway.

5. Development of Annexation Area

It is agreed and understood by the parties that upon annexation to the City, the Property shall be zoned R-1 pursuant to zoning regulations of the City of Buffalo. The parties acknowledge that at the present time there is a single family dwelling ("Homestead") and a separate bar and restaurant facility ("Restaurant") situated upon the Property. After the effective date of annexation, the Homestead shall be considered a permitted use under the City zoning regulations, and the Restaurant a valid, non-conforming use, subject to all of the terms, conditions and provisions of the City of Buffalo zoning regulations as they pertain to non-conforming uses.

The City of Buffalo shall have the right and authority to install municipal water and sanitary sewer service, roads and other public improvements within the Property area in accordance with the City development policies, Minnesota Statutes §429.01, et seq., as amended, or any other appropriate statute or ordinance.

The City of Buffalo shall have the right to utilize the right of way adjacent to County State Aid Highway 35 for the installation of municipal water, sanitary sewer or other utility services pursuant to Minnesota Statutes §471.59. The City of Buffalo shall assume all liability for installation and construction of said municipal utility services and shall hold the Town of Chatham harmless from all claims and damages arising out of said installation and construction of said municipal services during the term of this Agreement and continuing thereafter.

6. Police

The Property is presently patrolled by the Wright County Sheriff's Department. Upon the effective date of this Agreement and thereafter, the Buffalo Police Department is authorized and shall be responsible for police protection for the Property, shall investigate any and all crimes and shall prosecute said crimes pursuant to the local cooperative agreement between the Wright County Sheriff's Department and the police department for the City of Buffalo, at no cost to the Town of Chatham.

7. **Fire Control**

The Property is subject to fire protection pursuant to a joint powers agreement for fire services between the parties. After the effective date of this agreement, said Property shall be dropped from the joint powers agreement at its next effective annual payment data, which fire service agreement is based on assessed valuation and fire calls.

8. **Tax Compensation to Chatham**

Upon annexation of the Property, in order to compensate the Town of Chatham for loss of tax revenues, the City of Buffalo agrees to compensate the Town of Chatham over a five year period. Said payments shall be made from the City of Buffalo to the Town of Chatham based on the ad valorem taxes collected by the City of Buffalo on the Property as set out in the following schedule:

Year	Percentage of taxes paid to the Town of Chatham
1994	100%
1995	100%
1996	100%
1997	100%
1998	100%
1999	100%
2000 and thereafter	0%

Payments are to be made semi-annually and within thirty (30) days after receipt of the revenues from the Wright County Treasurer's office. Taxes paid in 1995 shall be at the tax capacity rate of the Town of Chatham and taxes paid in 1996, 1997, 1998, and 1999 shall be at the tax capacity rate of the City of Buffalo. All property taxes paid in calendar year 2000 and thereafter shall be retained by the City of Buffalo as provided by this Agreement.

REC'D. BY MAR 13 1995

As additional compensation to the Town of Chatham for loss of liquor license revenue, the City of Buffalo agrees to pay the Town of Chatham, the sum of \$500.00 each calendar year commencing in 1995 until December 31, 1999. This payment shall be made within thirty (30) days of the receipt of the liquor license renewal fee paid to the City for operation of the Restaurant.

9. Effective Date

The effective date of this agreement shall be upon issuance of an Order by the Minnesota Municipal Board approving this Agreement, and its terms and conditions.

CITY OF BUFFALO

Passed and adopted by the City Council of the City of Buffalo this 15th day of August, 1994.

By: *Sacel Jaastgebon*
Its: Mayor

ATTEST: *Merton T. Auger*
City Clerk

TOWN OF CHATHAM

Passed and adopted by the Town Board of the Town of Chatham this 13 day of December, 1994.

By: *Clarence D Carlson*
Its Chairman

ATTEST: *Francis Munsterstein*
Town Board Clerk

STATE OF MINNESOTA, COUNTY OF WRIGHT
Certified to be a true and correct copy of the
original on file and of record dated August 15, 1994
in my office.
DATED March 10, 1995
Merton T. Auger, City Administrator
Lauren Bodin, Assistant Admin.

REC'D. BY MAR 13 1995
M M R

Exhibit A

Commencing at the Northwest corner of Government Lot 4, Section 25, Township 120, Range 26, Wright County, Minnesota; thence South (assumed bearing) 69.0 feet to the center of County Highway No. 35; thence South $65^{\circ}12'$ East along the center of said highway 320.8 feet to the center of a concrete bridge for a point of beginning of herein described tract; thence on a tangential curve to the left, concave to the North, radius of 573.77 feet, delta angle of $32^{\circ}36'08''$ and a chord length of 322.1 feet, a distance of 326.48 feet as measured along the center of said curve; thence South $24^{\circ}18.5'$ East a distance of 124.4 feet; thence South $63^{\circ}35'$ West a distance of 30.7 feet; thence South $28^{\circ}23'$ East a distance of 145.16 feet to the center line of abandoned township road; thence South $57^{\circ}27'20''$ West 271.22 feet more or less to the center of Mill Creek; thence Northwesterly along the center of Mill Creek 490 feet more or less to the point of beginning. Subject to County Road easement on the North and other easements of record, if any.

Post-It® Fax Note

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Date	3/13	# of pages	1
To	Star/Rachel		
From	Lee Ann		
Co./Dept.	City of Buffalo		
Phone #	296-9926		
Fax #			

Subject
property



