

CITY OF MONTICELLO RESOLUTION NO. 2005-56
ANNEXATION RESOLUTION OF THE CITY OF MONTICELLO
IN ACCORDANCE WITH THE ABOVE-REFERENCED JOINT AGREEMENT BETWEEN
THE CITY OF MONTICELLO AND MONTICELLO TOWNSHIP, DATED JUNE 21, 2004
DESIGNATING CERTAIN PROPERTY LOCATED IN THE ORDERLY ANNEXATION
AREA (OAA) OF MONTICELLO TOWNSHIP AS IN NEED OF IMMEDIATE ORDERLY
ANNEXATION PURSUANT TO MINNESOTA STATUTES, SECTION 414.0325

WHEREAS, the City of Monticello (hereinafter the "City") and Monticello Township (hereinafter the "Township") entered into a Joint Resolution for Orderly Annexation on June 21, 2004 describing the procedures and process for future orderly annexation of certain designated areas of the Township, referred to as the "Orderly Annexation Area" (OAA), for the purpose of orderly, planned growth and annexation, pursuant to Minnesota Statutes, Section 414.0325; and

WHEREAS, the above-referenced Joint Resolution for Orderly Annexation between the City and Township has been previously filed with the Department of Administration and is referenced as Department of Administration File No. OA-1061 Monticello/Monticello Township Joint Agreement (hereinafter the "Joint Agreement"); and

WHEREAS, the above-referenced Joint Agreement provides that any land within the OAA designated therein may be annexed by the City at any time if the City receives a petition from annexation from 100% of the property owners of an individual parcel of land contiguous to or abutting the City (See, Joint Agreement at Paragraph 2.a.); and

WHEREAS, the area legally described herein and designated for immediate orderly annexation is located within the OAA described in the Joint Agreement and said property is contiguous to the City; and

WHEREAS, on April 7, 2005, in accordance with the Joint Agreement, the City received the requisite property owner petition for annexation from Robert L. and Tracy Ann Schluender and Gary S. and Vicki Lynn Schluender, constituting 100% of the property owners in the area designated herein for orderly annexation to the City; and

WHEREAS, the City has capacity to provide municipal services to the property designated herein for orderly annexation following annexation thereof; and

WHEREAS, the area designated and legally described herein for immediate orderly annexation and extension of municipal services is urban or suburban or about to become so, annexation is in the best interests of the City, Township and property owners, and annexation thereof would benefit the public health, safety and welfare of the entire community; and

WHEREAS, having met all the triggering conditions for orderly annexation of the area legally described herein contained in the Joint Agreement for property located in the OAA, the City may adopt, execute and file an "Annexation Resolution" so providing for immediate annexation of the area

designated herein (See, Joint Agreement at Paragraph 13); and

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WHEREAS, in accordance with Paragraph 13 of the Joint Agreement, annexation of the area designated herein pursuant to the Joint Agreement does not require a hearing or any consideration by the State Department of Administration and is not subject to objection by the Township.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monticello, Wright County, Minnesota, as follows:

1. This Resolution constitutes the City's written notice to the Township of an event triggering annexation as provided in the above-referenced Joint Agreement and shall be referred to as the "Annexation Resolution" as provided in Paragraph 13 of the Joint Agreement.
2. The area designated herein for orderly annexation is legally described in Exhibit A, which is attached hereto and incorporated herein by reference.
3. A boundary map showing the area designated herein for orderly annexation is attached hereto and incorporated herein by reference as Exhibit B.
4. The property owner petition from Robert L and Tracy Ann Schluender and Gary S. and Vicki Lynn Schluender dated April 7, 2005, constituting the requisite triggering event for annexation of the area legally described in Exhibit A in accordance with the Joint Agreement, is attached hereto and incorporated by reference as Exhibit C.
5. The above-referenced Joint Agreement between the City and Township, providing the conditions for annexation of the area legally described in Exhibit A, is attached hereto as Exhibit D.
6. The area legally described in Exhibit A and designated as in need of immediate orderly annexation 53.95 acres.
7. The population of the area legally described in Exhibit A and designated as in need of immediate orderly annexation is zero.
8. In accordance with Paragraph 13 of the Joint Agreement, the Department of Administration may review and comment on this Annexation Resolution, but shall within thirty (30) days of receipt of this Annexation Resolution and a copy of the above-referenced Joint Agreement (attached as Exhibit D), order the annexation of the area designated in this Annexation Resolution and legally described in Exhibit A in accordance with the terms and conditions of the above-referenced Joint Agreement. No alteration of the stated boundaries as described in this Annexation Resolution is appropriate, no consideration by the Department of Administration is necessary, and all terms and conditions for annexation have been met as provided for in the Joint Agreement.
9. Upon the annexation of the area designated herein for orderly annexation and legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the

property so annexed in accordance with the following (See, Joint Agreement at Paragraph 6):

- a. In the year when the city could first levy on the annexed area, the City shall make a cash payment to the Township in an amount equal to four (4) times the property taxes distributed to the Township in the annexed area in the last year that property taxes from the annexed area were payable to the Township.
 - b. Thereafter, the City will no longer reimburse the Township. The City shall make payment as contemplated herein no later than December 31 of the first year following the year when the City could first levy on the annexed area.
10. Following annexation of area designated herein for orderly annexation, the City shall be responsible for providing municipal government services to the annexed area in accordance with Paragraph 7 of the Joint Agreement.
11. This Annexation Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota and the above-referenced Joint Agreement.
12. Upon adoption and execution of this Annexation Resolution by the City, the City shall file the same with the Township and Department of Administration Municipal Boundary Adjustments Office along with the required filing fee.
13. In the event there are errors, omissions or any other problems with the legal descriptions or mapping provided in Exhibit A or Exhibit B, in the judgment of the Department of Administration Municipal Boundary Adjustments Office, the City shall make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the Department of Administration as necessary to make effective the annexation of said area.

REC'D BY
MMB

MAY 27 2005

Passed, adopted and approved by the City Council of the City of Monticello, Wright County, Minnesota
this 23rd day of May, 2005.

CITY OF MONTICELLO

By: Clint Herbst
Clint Herbst, Mayor

ATTEST:

Rick Wolfsteller
Rick Wolfsteller, City Administrator

EXHIBIT A

REC'D BY
MMB

MAY 27 2005

The area designated in the Annexation Resolution and shown on Exhibit B is legally described as follows:

PARCEL 2: PID 213-100-152204

All that part of the West Half of the Northwest Quarter of Section 15, Township 121 North, Range 25 West, which lies South of the center line of the road which runs in a Northeasterly-Southwesterly direction through said West Half of the Northwest Quarter.

EXHIBIT B

REC'D BY
MMB

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The boundary map referenced in the Annexation Resolution showing the area designated for orderly annexation and legally described in Exhibit A, is attached hereto.

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ANNEXATION EXHIBIT

SURVEY FOR: **INSIGNIA DEVELOPMENT**

PROPERTY ADDRESS: 90th Street Northeast, Monticello, Minnesota.

LEGAL DESCRIPTION:

PARCEL 1:
That part of the East Half of the Southwest Quarter of Section 10, Township 121, Range 25, lying South and East of the public road, as now existing.

PARCEL 2:
All that part of the West Half of the Northwest Quarter of Section 15, Township 121 North, Range 25 West, which lies South of the center line of the road which runs in a Northeastly-Southwesterly direction through said West Half of the Northwest Quarter;

PARCEL 3:
The East Half of the Northwest Quarter of Section 15, Township 121 North, Range 25 West, except therefrom that part of the East Half of the Northwest Quarter described as follows:

Beginning at the Northwest corner of said East Half of the Northwest Quarter; thence South along the West line thereof, 402.2 feet to the center line of a township road; thence Northeastly along the said center line 678.10 feet to a point on the North line of said East Half of the Northwest Quarter distance 552.50 feet East of the Northwest corner thereof; thence West along the said North line 552.50 feet to the point of beginning;

AND EXCEPT

The East Half of the Northwest Quarter lying southerly of the center line of said township road and northwesterly of a line drawn northeastly from a point on the west line of said East Half distant 1383.66 feet south of the northwest corner of said East Half to a point on the east line of said East Half distant 420.41 feet south of the northeast corner of said East Half and said line there terminating

PARCEL 4:
The West Half of the Southwest Quarter and the North Half of the Northeast Quarter of the Southwest Quarter of Section 15, Township 121 North, Range 25 West.

EXCLUDING

That part of the North Half of the Northeast Quarter of the Southwest Quarter of Section 15, Township 121, Range 25, Wright County, Minnesota, described as follows: Commencing at the Southeast corner of said North Half of the Northeast Quarter of the Southwest Quarter; thence West along the South line of said North Half of the Northeast Quarter of the Southwest Quarter a distance of 286.07 feet to the point of beginning of the line to be described; thence Northwest deflecting 40 degrees 37 minutes 27 seconds right, a distance of 235.82 feet; thence West parallel with said south line of the North Half of the Northeast Quarter of the Southwest Quarter, a distance of 95.06 feet; thence Southwesterly deflecting 71 degrees 19 minutes 13 seconds left, a distance of 162.08 feet to said South line of the North Half of the Northeast Quarter of the Southwest Quarter; thence East along said south line, a distance of 326.15 feet to the point of beginning.

AND EXCEPT: The south 434.14 feet of the Southwest Quarter of the Southwest Quarter of Section 15, Township 121, Range 25, lying west of a line described as follows: Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence east along the south line of said Southwest Quarter of the Southwest Quarter, a distance of 533.00 feet to the beginning of said line to be described; thence north deflecting 90 degrees 34 minutes 40 seconds left, a distance of 434.14 feet to the north line of said South 434.14 feet of the Southwest Quarter of the Southwest Quarter and said line there terminating, according to the U.S. Government Survey thereof, Wright County, Minnesota.

PARCEL 5:
That part of the East Half of the Northwest Quarter of Section 15, Township 121 North, Range 25 West, described as follows:

The East Half of the Northwest Quarter lying southerly of the center line of the township road and northwesterly of a line drawn northeastly from a point on the west line of said East half distant 1383.66 feet south of the northwest corner of said East Half to a point on the east line of said East Half distant 420.41 feet south of the northeast corner of said East Half and said line there terminating.

I hereby certify that this map 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.

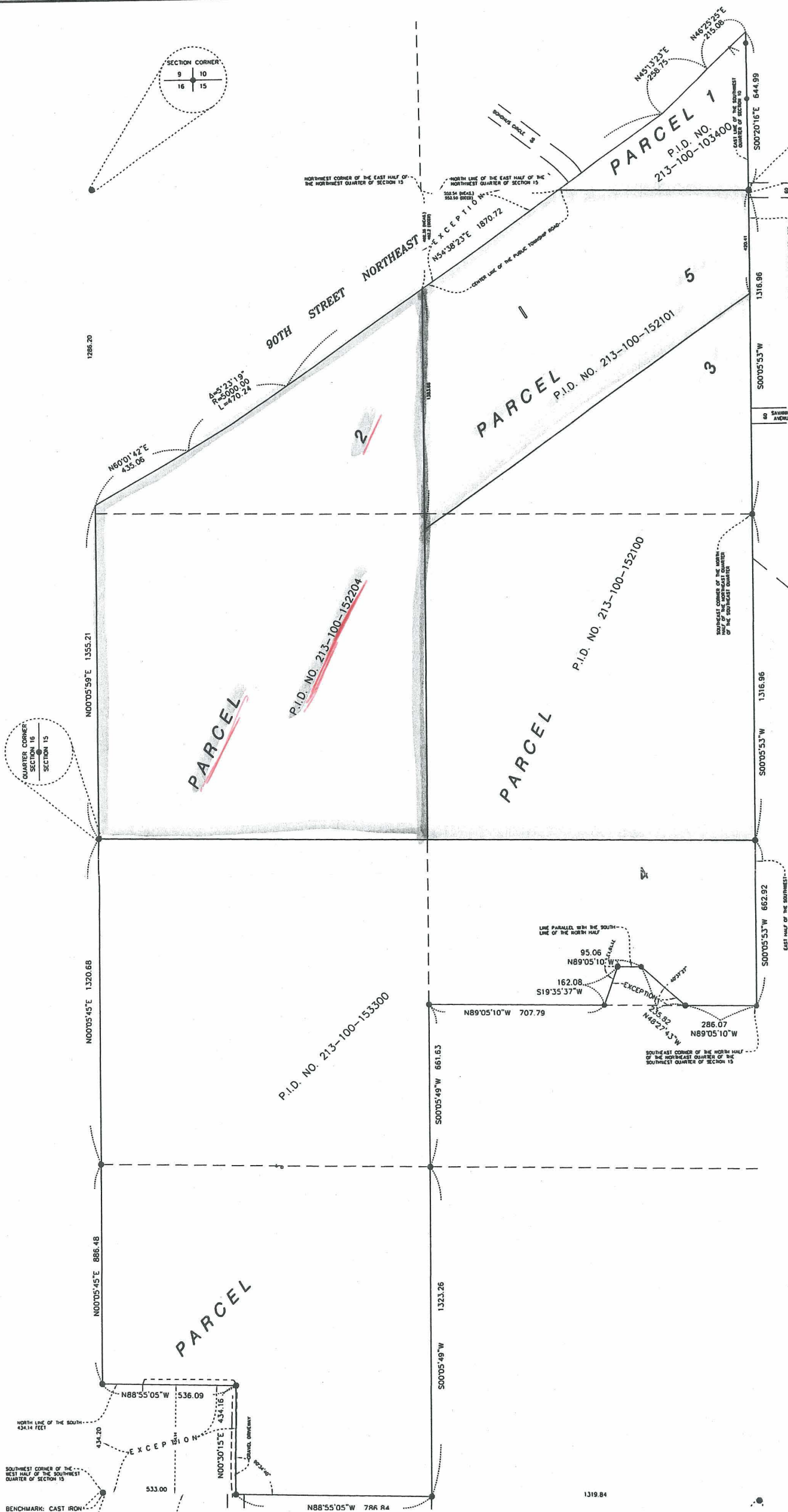
Dated: July 18, 2003

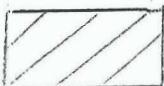
Anderson Engineering of Minnesota, LLC

by: Jack Bolke
Minnesota License No. 20281

NOTES:

- The bearing system shown hereon is based on South line of the Southwest Quarter of said Section 15, which is assumed to have a bearing of North 88 degrees 55 minutes 05 seconds West.
- The area of the property described hereon is 10,035.127 square feet or 230.40 acres.





AREA COVERED IN PREVIOUS ANNEXATION REQUEST

REC'D BY
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MAY 27 2005

EXHIBIT C

The property owner petition initiating this Annexation Resolution pursuant to the Joint Agreement between the City and Township is attached hereto.

REC'D BY
MMB

MAY 27 2005

**CITY OF MONTICELLO
PETITION FOR ANNEXATION**

Owner's Name: Gary S. Schluender and Vicki Lynn Schluender
Robert L. Schluender and Tracy Ann Schluender
Address: 9731 Briarwood Ave NE, Monticello, MN 55362
Phone: 763-295-5784 (day phone for both)

To the Council of the City of Monticello, Wright County, Minnesota:

We, the undersigned, the owners of the property described below, hereby request the City Council of the Monticello, Minnesota, to annex this area to the city and to extend the city boundaries to include the same, and for that purpose respectfully state:

1. The area to be annexed consists of fifty-three and 95/100 (53.95) acres. All of this land lies entirely within the County of Wright, Minnesota, and the description of such land is as follows:

PARCEL 2: PID 213-100-152204

All that part of the West Half of the Northwest Quarter of Section 15, Township 121 North, Range 25 West, which lies South of the center line of the road which runs in a Northeasterly-Southwesterly direction through said West Half of the Northwest Quarter;

2. The area described above abuts upon the city limits at the westerly boundary thereof, and none of it is presently included within the corporate limits of any incorporated city.
3. All of this area is or is about to become urban or suburban in character.

4-7-05
Date
4-7-05
Date

Gary S. Schluender
Gary S. Schluender
Robert L. Schluender
Robert L. Schluender

Vicki Lynn Schluender
Vicki Lynn Schluender
Tracy Ann Schluender
Tracy Ann Schluender

REC'D BY
MMB

MAY 27 2005

EXHIBIT D

The Joint Agreement between the City and Township resulting in this Annexation Resolution is attached hereto.

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION

REC'D BY
MMB

MAY 27 2005

IN THE MATTER OF THE PETITION FOR)
THE ANNEXATION OF CERTAIN LAND) **JOINT RESOLUTION**
TO THE CITY OF MONTICELLO PURSUANT)
TO MINNESOTA STATUTES, SECTION 414.031)

JOINT RESOLUTION FOR ORDERLY ANNEXATION
BY AND BETWEEN MONTICELLO TOWNSHIP AND
THE CITY OF MONTICELLO IN SETTLEMENT OF MINNESOTA
DEPARTMENT OF ADMINISTRATION FILE NO.
A-6979 MONTICELLO/MONTICELLO TOWNSHIP

WHEREAS, the City of Monticello filed an annexation petition, dated October 13, 2003, with the Minnesota Department of Administration Municipal Boundary Adjustments Office (File No. A-6979 Monticello/Monticello Township) seeking annexation of certain areas located within Monticello Township pursuant to Minnesota Statutes, Section 414.031; and

WHEREAS, Monticello Township and the City of Monticello have been working toward settlement of their boundary dispute and have reached a settlement agreement believed to be in the mutual best interests of both parties; and

WHEREAS, the City of Monticello (hereinafter the "City") and Monticello Township (hereinafter the "Township") desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statutes, Section 414.0325; and

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

WHEREAS, the City and Township have agreed to work cooperatively to accomplish the orderly annexation of the areas legally described herein; and

WHEREAS, the City and Township agree that orderly annexation and extension of municipal services to those areas designated herein that are urban or suburban or about to become so is in the best interests of the City, Township and property owners and would benefit the public health, safety and welfare of the entire community; and

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION

IN THE MATTER OF THE PETITION FOR)
THE ANNEXATION OF CERTAIN LAND) **JOINT RESOLUTION**
TO THE CITY OF MONTICELLO PURSUANT)
TO MINNESOTA STATUTES, SECTION 414.031)

JOINT RESOLUTION FOR ORDERLY ANNEXATION
BY AND BETWEEN MONTICELLO TOWNSHIP AND
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WHEREAS, Monticello Township and the City of Monticello have been working toward settlement of their boundary dispute and have reached a settlement agreement believed to be in the mutual best interests of both parties; and

WHEREAS, the City of Monticello (hereinafter the "City") and Monticello Township (hereinafter the "Township") desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statutes, Section 414.0325; and

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

WHEREAS, the City and Township have agreed to work cooperatively to accomplish the orderly annexation of the areas legally described herein; and

WHEREAS, the City and Township agree that orderly annexation and extension of municipal services to those areas designated herein that are urban or suburban or about to become so is in the best interests of the City, Township and property owners and would benefit the public health, safety and welfare of the entire community; and

WHEREAS, for the areas designated herein, the City and the Township desire to accomplish the orderly annexation of said areas in a mutually acceptable and beneficial manner as urban development occurs and without the need for a hearing; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution in settlement of the above-referenced contested case matter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monticello and the Township Board of Supervisors of the Township of Monticello as follows:

1. Description of Area Designated for Orderly Annexation. The area of the Township located within the area marked on the map attached hereto as Exhibit A is deemed by the parties to be properly subject to orderly annexation under and pursuant to Minnesota Statutes, Section 414.0325. The parties hereby designate this area for orderly annexation as provided by conditions for annexation set forth in this Joint Resolution. The area designated herein for orderly annexation, as shown on Exhibit A, shall be referred to for ease of reference as the "Orderly Annexation Area" ("OAA"). The City may annex, at any time after the execution of this Joint Resolution, land located within the OAA, in accordance with the terms and conditions stated herein for annexation and in accordance with Paragraph 13 of this Joint Resolution. The designated area shown on the attached map as Exhibit A is legally described in Exhibit B, both of which exhibits are attached hereto and incorporated herein by reference.
2. Conditions and Triggering Events for Annexations. Notwithstanding Paragraph 3 of this Joint Resolution, any land within the OAA (see Exhibit A and Exhibit B) may be annexed by the City, in accordance with Paragraph 13 of this Joint Resolution, under any of the following circumstances:
 - a. The City receives a petition for annexation from 100% of the property owners of an individual parcel of land contiguous to or abutting the City;
 - b. The area is completely surrounded by the City, except that this provision may not be used to annex the subdivisions named in this subparagraph 2.b. (Devron Green, the Dunes, Glendale, Monticello Acres, Ponderosa, Prairie Acres, O.K. Coral Ranchette, Riverside Acres, Tyler East, Walesch Addition, and Walesch 2nd Addition, as said subdivisions are recorded in the Wright County Recorders Office on the effective date of this Joint Resolution) for a period of ten years following the effective date of this Joint Resolution;
 - c. The City or property owner(s) is ordered by the State Pollution Control Agency or Department of Health to provide sewer or water service to a portion of the Township for the protection of the public health and safety and/or because of immediate environmental concerns;

- d. The City decides to add an arterial or collector road to its Municipal State Aid street system, but only to the extent of the right-of-way needed for the road, and provided, however, that any costs associated with installation of these roads will not be assessed to Township residents by the City, nor deferred until future annexation of the property, unless different arrangements are otherwise agreed to by the City and a property owner;
- e. The City, with Township approval, determines by resolution that land, right-of-way, or easements are needed for a public works improvement project designed to provide sanitary sewer pumping and conveyance facilities, water supply, water storage or water conveyance facilities, stormwater retention, stormwater detention or stormwater conveyance facilities, but only to the extent needed for said facilities. The City's statutory condemnation authority shall not otherwise be limited by this provision. With respect to Wright County Ditch 33, notwithstanding the foregoing, Township approval shall not be required for a stormwater project under this provision should Wright County otherwise approve the project or convey Ditch 33;
- f. In the case of platted residential subdivisions, the City receives a petition from a majority of property owners, either in a given contiguous area, or a block in a platted residential subdivision, or from the entire subdivision, for annexation and/or provision of sewer or water services;
- g. A licensed inspector retained by Wright County determines that at least 30% of the individual sewage treatment systems or individual wells within a platted residential subdivision or neighborhood or block in such a subdivision are failing or are not meeting state drinking water standards; or
- h. The City and Township otherwise jointly agree in writing.

For purposes of this Joint Resolution land shall be considered to be contiguous to, abut, abuts, or abutting the City where the boundaries of said land or area to be annexed at least touch the City boundary at a single point, including areas whose boundaries would touch the City boundary at a single point but for an intervening roadway, railroad, waterway, parcel of publicly owned land, or an existing named subdivision in the OAA referenced in Paragraph 2.b. above ((Devon Greene, the Dunes, Glendale, Monticello Acres, Ponderosa, Prairie Acres, O.K. Coral Ranchette, Riverside Acres, Tyler East, Walesch Addition, and Walesch 2nd Addition, as said subdivisions are recorded in the Wright County Records Office on the effective date of this Joint Resolution).

- 3. Zoning and Planning. For any areas of the Township in the OAA that are not annexed pursuant to this Joint Resolution, planning and zoning authority as specified herein within the OAA shall be governed by a 5-member Joint Planning Board (JPB) described as follows:

- RECD BY MAY 27 2005
- a. The JPB shall be made up of two members appointed by the Township Board, two members appointed by the City Council, and one member of the Wright County Board appointed jointly by the City Council and Township Board. If the City and Township cannot agree on the County commissioner member to serve on the JPB, the City and Township shall alternately strike members serving on the County Board until only one County Board member remains. The remaining County Board member not stricken shall be the member appointed to serve on the JPB.
 - b. The JPB shall serve as the "governing body" and "board of appeals and adjustments" for purposes of Minnesota Statutes, sections 462.357 and 462.358 within the OAA and shall have all of the powers contained in sections 462.351 to 462.364, except as otherwise provided by this Joint Resolution.
 - c. The Wright County Planning and Zoning Office shall serve as staff and advisors to the JPB, unless otherwise determined by the JPB. The JPB may, at any time, also consult with City staff as it deems necessary to effectively carry out its duties and responsibilities. The costs of administration of the JPB shall be paid equally by the City and Township. Any remuneration (per diem) paid to members serving on the JPB or retaining consultants to provide services to the JPB shall be approved and equally paid by the members' respective governing bodies.
 - d. The JPB will set the schedules for necessary zoning and planning fees in the OAA. The fees shall be consistent with the fee structure used by Wright County, unless otherwise determined by the JPB.
 - e. Except as otherwise provided, any action of the JPB to exercise its authority as specified herein must be preceded by a majority vote (at least 3 out of the 5 members) of the members of the JPB voting on the prevailing side.
 - f. As soon as practicable after execution of this Joint Resolution, the JPB shall review the area included in the OAA, existing comprehensive plans in the City, Township and County, and determine whether the JPB should develop a joint land use plan for the OAA. If a joint plan is developed, the City and Township shall thereafter review and comment on the plan. The City and Township shall consider incorporating the developed plan or plan elements into the City's and Township's respective comprehensive plans.
 - g. The JPB shall require that the existing Township zoning or Wright County zoning, whichever is applicable and more restrictive, in effect within the OAA on the effective date of this Joint Resolution, remain in full force and effect and unchanged during the term of this Joint Resolution, unless said area or portion thereof is either first annexed or said zoning change is otherwise approved by a

REC'D BY
MAY 27 2005

supermajority vote (4 out of 5 members) of the JPB. Any decision by the JPB to zone or rezone portions of the OAA shall be subject to review and comment by the City and Township prior to such zoning or rezoning becoming effective. The JPB shall give the City and Township at least 30 days to review and comment before making a zoning or rezoning decision. The City or Township shall waive its right to review and comment if it fails to review and comment within the specified period provided herein.

The JPB shall not approve a subdivision within the OAA unless first approved by a supermajority vote (4 out of 5 members) of the JPB. The Township shall not zone, rezone, plat, re-plat, subdivide, or re-subdivide within the OAA between the time of development of this Joint Resolution and the effective date of this Joint Resolution, unless otherwise agreed to in writing by the City. For the purposes of this paragraph, "subdivision" shall not include building entitlement transfers for agricultural lot splits and property transfers between family members under the current Wright County Zoning Ordinance, as adopted by the Township.

- h. Failure of the JPB to exercise any of its authority as described herein shall not render this Joint Resolution or any other provisions contained herein invalid or unenforceable, and the terms and conditions contained in this Joint Resolution shall otherwise remain in full force and effect and binding upon the parties hereto.
- i. Each member serving on the JPB shall serve a period of one year ending December 31. Members shall serve at the discretion of their respective governing bodies and members may be removed at any time prior to the expiration of their term, or alternatively a term on the JPB may be extended, by action of a member's respective governing body. Notwithstanding the foregoing, the county commissioner member serving on the JPB remains subject to Paragraph 3.a. of this Joint Resolution.
- j. The JPB shall meet monthly or as needed as determined by the JPB members.
- k. Arbitration. Notwithstanding Paragraph 14 of this Joint Resolution, the City or Township aggrieved by a decision of the JPB may require that a determination of the JPB, or any action or inaction by the JPB inconsistent with or otherwise in violation of this Paragraph 3 be submitted to binding arbitration.

The aggrieved party shall contact the Bureau of Mediation Services for a list of five (5) qualified arbitrators and the City and Township shall, within ten (10) days of receipt of said list, alternately strike from the list until only a single arbitrator remains. The City and Township may alternately jointly agree to an arbitrator. The City and Township shall be the parties to any arbitration related

to a decision of the JPB. The JPB itself shall not act as a party to the proceeding. The selected arbitrator shall hold a hearing on the matter within 60 days of selection and issue a binding decision regarding whether the requirements of Paragraph 3 have been met within 30 days of the hearing. Failure of either party to participate in the arbitrator selection process shall result in the participating party selecting the arbitrator. Failure of the City or Township to appear at arbitration shall result in default judgment for the party appearing. The cost of the arbitrator shall be borne equally by the City and Township.

4. Merger. Notwithstanding the foregoing, the City and Township shall combine in their entirety under the following circumstances: 1) at such time as the Township and the City adopt a joint resolution so providing; or 2) at such time as seventy-five percent (75%) of the Township, as the Township exists on the effective date of this Joint Resolution, is annexed to the City, whichever comes first. Annexation by the City of the remainder of the Township shall be accomplished in accordance with Paragraph 13. The City shall hire any remaining Township personnel following the effective date of annexation of the remainder of the Township. As soon as practicable following the effective date of annexation resulting in the merger of the City and Township, the City will hold municipal elections for all of the City Council and Mayor positions.
5. Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.
6. Tax Reimbursement. Upon the annexation of land located within the OAA pursuant to Paragraph 13 of this Joint Resolution, the City shall reimburse the Township for the loss of taxes from the property so annexed in accordance with the following:
 - a. In the year when the City could first levy on the annexed area, the City shall make a cash payment to the Township in an amount equal to four (4) times the property taxes distributed to the Township in regard to the annexed area in the last year that property taxes from the annexed area were payable to the Township.
 - b. Thereafter, the City will no longer reimburse the Township. The City shall make payment as contemplated herein no later than December 31 of the first year following the year when the City could first levy on the annexed area and for any subsequent years.
7. Provision of Services. After annexation of land located within the OAA, the City shall be responsible for providing municipal governmental services to the annexed area. Sanitary sewer or water services, in the City's discretion, shall be provided to an area annexed with existing or proposed residential development within three (3) years after the

REC'D BY MAY 27 2005
effective date of the annexation. Sewer or water services, in the City's discretion, shall be provided to an area annexed with existing or proposed commercial, industrial, governmental or institutional development within five (5) years after the effective date of annexation. In the event that the City extends trunk sewer and/or water lines across a portion of the OAA remaining in the Township in order to serve an area annexed by the City, the individual properties remaining in the Township that abut the City trunk sewer and/or water line extended shall not be charged any trunk sewer or water line charges, fees or assessments by the City for the trunk sewer and/or water line abutting said properties until said properties are annexed by the City and are platted and developed.

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A failure on the part of the City, not due to circumstances beyond the City's control, to provide either of such sewer or water services within the time period specified following the effective date of annexation may subject the area so annexed to be deemed null and void by resolution of the Township adopted at a regular meeting of the Township, and the Township may thereafter petition the Department of Administration Municipal Boundary Adjustments Office, or its successor agency, for detachment of the area in accordance with Minnesota Statutes, Section 414.06. The City shall not oppose the Township's petition for detachment provided it meets the conditions contained in this Joint Resolution.

As an alternative to initiating a detachment proceeding, the Township may elect, by resolution adopted at a Township Board meeting, to have the City reimburse the Township for taxes lost on the applicable property annexed by the City at the Township's tax rate applicable in the year of annexation until the services required under this Paragraph are provided to the annexed property by the City.

In order to act under this Paragraph, the Township shall make an election by resolution at a meeting of the Township Board to either; 1) initiate a detachment proceeding, or 2) seek tax reimbursement as provided in this Paragraph, and provide notice to the City of the election, within ninety (90) days of the City's failure to provide said service as required under this Paragraph, or the Township may only seek tax reimbursement as provided in this Paragraph and waives the election to initiate a detachment proceeding under Section 414.06.

For purposes of this Paragraph, the City will be deemed to have met the obligation to provide sanitary sewer or water service to an annexed area if within the timeframes specified herein following an annexation of an area, the City awards a contract to a contractor to construct a sewer or water service project making municipal sanitary sewer or water service available to an area annexed under the terms of this Joint Resolution.

Every Annexation Resolution adopted under Paragraph 13 of this Joint Resolution resulting in the annexation of land located within the OAA shall be treated separately for purposes of compliance with this Paragraph 7.

In the event that the City annexes land in accordance with a triggering event contained in this Joint Resolution and said land is identified in the City's comprehensive plan for open space or park preservation, the requirements contained in this Paragraph do not apply to said annexation since the intent is that said areas would remain as open space or park land and would not need City sewer or water service.

8. Township Maintenance of Services. The Township agrees that it will be responsible for normal and regular maintenance of all Township roads, streets, bridges, drainage facilities and other public rights-of-way that it is currently maintaining within the designated OAA prior to annexation thereof. Maintenance of Township infrastructure within the designated OAA by the Township shall be consistent with other standard maintenance practices employed by the Township elsewhere in the Township.
9. Line Roads. For any Township roads that become the boundary line for the City and Township as a result of an annexation, the City shall assume responsibility for road maintenance and improvement for the entire section of the Township road that becomes the boundary line adjacent to the City.
10. No Annexation Outside the OAA. The parties agree that the City will not initiate any annexations outside the OAA while this agreement is in effect. Notwithstanding the foregoing, the City may initiate an annexation under Chapter 414 if the City is ordered by the State Pollution Control Agency or the Department of Health to provide sewer or water service to a portion of the Township for the protection of the public health and safety and/or because of environmental concerns. Further, the City will not file any petitions for a contested case annexation within the OAA or the remainder of the Township outside the OAA during the term of this Joint Resolution, provided that the Township does not seek to incorporate during the term of this Joint Resolution.
11. Expansion of OAA. For purposes of expansion of the OAA under this Paragraph, the OAA designated herein shall be divided into five sections shown on Exhibit C. The individual sections of the OAA as designated in and shown on Exhibit C shall be expanded at such time as: 1) 75% of the land (excluding wetlands, the named subdivisions reference in Paragraph 2.b. of this Joint Resolution and lakes) within an individual section of the OAA is annexed; or 2) the City and Township jointly agree to expand a section, whichever comes first. In the event that one or more of the above conditions exists, the City and Township agree that the boundary line of the section of the OAA meeting the condition contained herein shall be expanded outward one-half section along the entirety of that section of the OAA boundary line as it exists at that time. Notwithstanding the foregoing, the City and Township may agree in writing to a different expansion area greater than or less than the one-half section expansion area provided for herein.

The City shall notify the Township in the event that any of the conditions stated in this Paragraph exist. Thereafter, the City shall file the appropriate adjustments to the OAA or

REC'D BY MAY 27 2005

any section thereof, within ninety (90) days of January 1 of each year, with the Department of Administration, or its successor agency, including a new Amended Exhibit A, Amended Exhibit B, and Amended Exhibit C, which shall replace the Exhibit A, Exhibit B, and Exhibit C filed with this Joint Resolution, along with a letter so providing describing the adjustments to each section of the OAA and referencing this section of this Joint Resolution.

12. Withdraw Contested Case Petition. The City agrees to withdraw its pending annexation petition, File No.A-6979, as soon as practicable after execution and filing of this Joint Resolution with the State.
13. No Hearing Required. All annexations contemplated by this Joint Resolution in the OAA shall not require a hearing or any consideration by the State Department of Administration, or its successor agency. The City and Township agree that, upon the occurrence of an event triggering annexation as provided herein for any land located within the OAA, the City shall provide written notice of such occurrence to the Township, and upon receipt of a resolution of the City (referred to as the "Annexation Resolution") describing such area along with a copy of this Joint Resolution, the Department of Administration or its successor agency, may review and comment, but shall within thirty (30) days of receipt of the Annexation Resolution and a copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the stated boundaries as described in the Annexation Resolution is appropriate, that no consideration by the Department of Administration, or its successor agency, is necessary, and that all terms and conditions for annexation are provided for in this Joint Resolution. Provided that the requisite terms and conditions have been met as contained in this Joint Resolution, the Township shall not object to an annexation initiated by the City filing an Annexation Resolution with the Department of Administration, or its successor agency. As of the effective date of this Joint Resolution, there is no election requirement in the law to effect or accomplish an annexation. No such election shall be required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.
14. Disputes and Remedies. Subject to Paragraph 3, 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

REC'D BY MAY 27 2005
mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration.

- 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.
15. Termination. This Joint Resolution shall remain in full force and effect until one of the following conditions take place, whichever comes first:
 - a. Termination by mutual written joint resolution of the City and Township; or
 - b. The remainder of the Township is annexed resulting in the merger of the City and Township; or
 - c. January 1, 2020.
 16. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
 17. Modification/Amendment. Except as otherwise provided herein, this Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with the Department of Administration, or its successor agency.
 18. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

REC'D BY MAY 27 2005

19. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
20. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.
21. 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, as follows:

If to the City:

City Administrator
Monticello City Hall
505 Walnut Street, Suite 1
Monticello, MN 55362-8831

If to the Township:

Township Clerk
Monticello Township
8550 Edmonson Ave., NE
Monticello, MN 55362

Passed, adopted, and approved by the Township Board of Supervisors of the Township of Monticello, Wright County, Minnesota, this day 21st of June, 2004.

TOWNSHIP OF MONTICELLO

By: Franklin E. Denn
Franklin Denn, Chair

ATTEST:

Nancy A. E. Kopff Deputy Clerk
Darlene Sawatzke, Township Clerk
Nancy A. E. Kopff, Deputy Clerk

REC'D BY
MAM B
MAY 27 2005

Passed, adopted, and approved by the City Council of the City of Monticello, Wright County,
Minnesota, this 21st day of June, 2004.

CITY OF MONTICELLO

By: Bruce Thiel
Bruce Thielen, Mayor

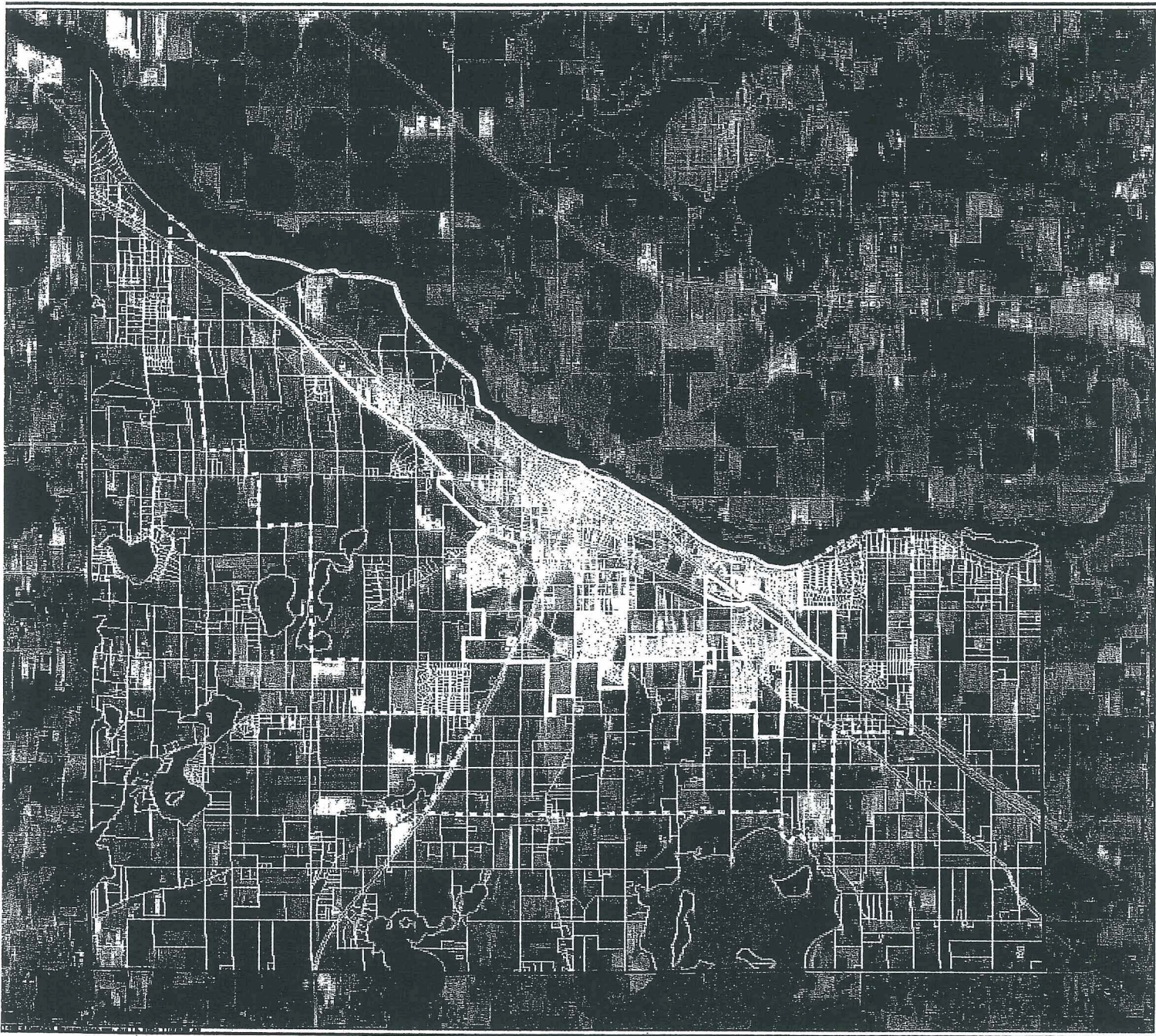
ATTEST:

Rick Wolfsteller
Rick Wolfsteller, City Administrator

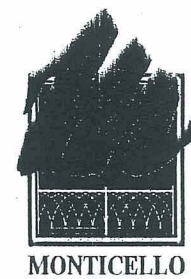
EXHIBIT A

REC'D BY
MMD MAY 27 2005

The municipal boundary map referenced in Paragraph 1 of the attached Joint Resolution showing the current City of Monticello and the OAA legally described in Exhibit B, is attached hereto.



**Orderly Annexation
Agreement**



**Municipal Boundary
Map and OAA**
Exhibit A



0 2,500 5,000 10,000
Feet

Legend

Orderly Annexation Area

City of Monticello

 Monticello Township Boundary

REC'D BY
MMB

MAY 27 2005

EXHIBIT B

REC'D BY
MMB

MAY 27 2005

The OAA shown in Exhibit A and referenced in the attached Joint Resolution is legally described as follows:

Lands in Township 121, Range 25, Wright County, Minnesota:

All of Sections 5, 9, and 16, Township 121, Range 25, Wright County, Minnesota.

And also that part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 121, Range 25, Wright County, Minnesota, lying southwesterly of Interstate Highway No. 94.

And also that part of Section 4, Township 121, Range 25, Wright County, Minnesota, lying southwesterly of Interstate Highway No. 94.

And also the Northeast Quarter, the east-half of the Northeast Quarter of the Northwest Quarter and the north-half of the Southeast Quarter, all in Section 8, Township 121, Range 25, Wright County, Minnesota.

And also all that part of Section 10, Township 121, Range 25, Wright County, Minnesota lying southwesterly and westerly of the existing City of Monticello corporate limits.

And also the east-half of Section 13, Township 121, Range 25, Wright County, Minnesota, except that part which lies within the existing City of Monticello corporate limits.

And also that part of Section 15, Township 121, Range 25, Wright County, Minnesota, lying westerly of the existing City of Monticello corporate limits.

And also the Northeast Quarter of Section 21, Township 121, Range 25, Wright County, Minnesota.

And also all of the north-half of Section 22, Township 121, Range 25, Wright County, Minnesota, and that part of the south-half of said Section 22 lying easterly of State Trunk Highway No. 25.

And also that part of Section 23, Township 121, Range 25, Wright County, Minnesota lying southerly of the existing City of Monticello corporate limits.

And also that part of Section 24, Township 121, Range 25, Wright County, Minnesota, lying southerly of the existing City of Monticello corporate limits.

And also the north-half of Section 25, Township 121, Range 25, Wright County, Minnesota.

And also the north-half of Section 26, Township 121, Range 25, Wright County, Minnesota.

And also that part of the north-half of Section 27, Township 121, Range 25, Wright County, Minnesota, lying easterly of State Trunk Highway No. 25.

Lands in Township 121, Range 24, Wright County, Minnesota:

All of Section 7, Township 121, Range 24, Wright County, Minnesota.

And also that part of the south-half of Section 8, Township 121, Range 24, Wright County, Minnesota, lying westerly of Government Lot 4 in said Section 8.

And also all of the west-half, the west-half of the Northeast Quarter, and the west-half of the Southeast Quarter, all in Section 17, Township 121, Range 24, Wright County, Minnesota.

And also Section 18, Township 121, Range 24, Wright County, Minnesota, except that part which lies within the existing City of Monticello corporate limits.

And also that part of Section 19, Township 121, Range 24, Wright County, Minnesota, lying southerly of the existing City of Monticello corporate limits.

And also the Northwest Quarter, the west-half of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter and the north-half of the Southwest Quarter, all in Section 20, Township 121, Range 24, Wright County, Minnesota.

And also all of the north-half of Section 30, Township 121, Range 24, Wright County, Minnesota, and all of Government Lots 3 and 4 of the Southeast Quarter of said Section 30.

Lands in Township 122, Range 25, Wright County, Minnesota:

The east-half of the Southeast Quarter of Section 30, Township 122, Range 25, Wright County, Minnesota.

And also the Northeast Quarter of the Southeast Quarter and the east-half of the Northeast Quarter of Section 31, Township 122, Range 25, Wright County, Minnesota.

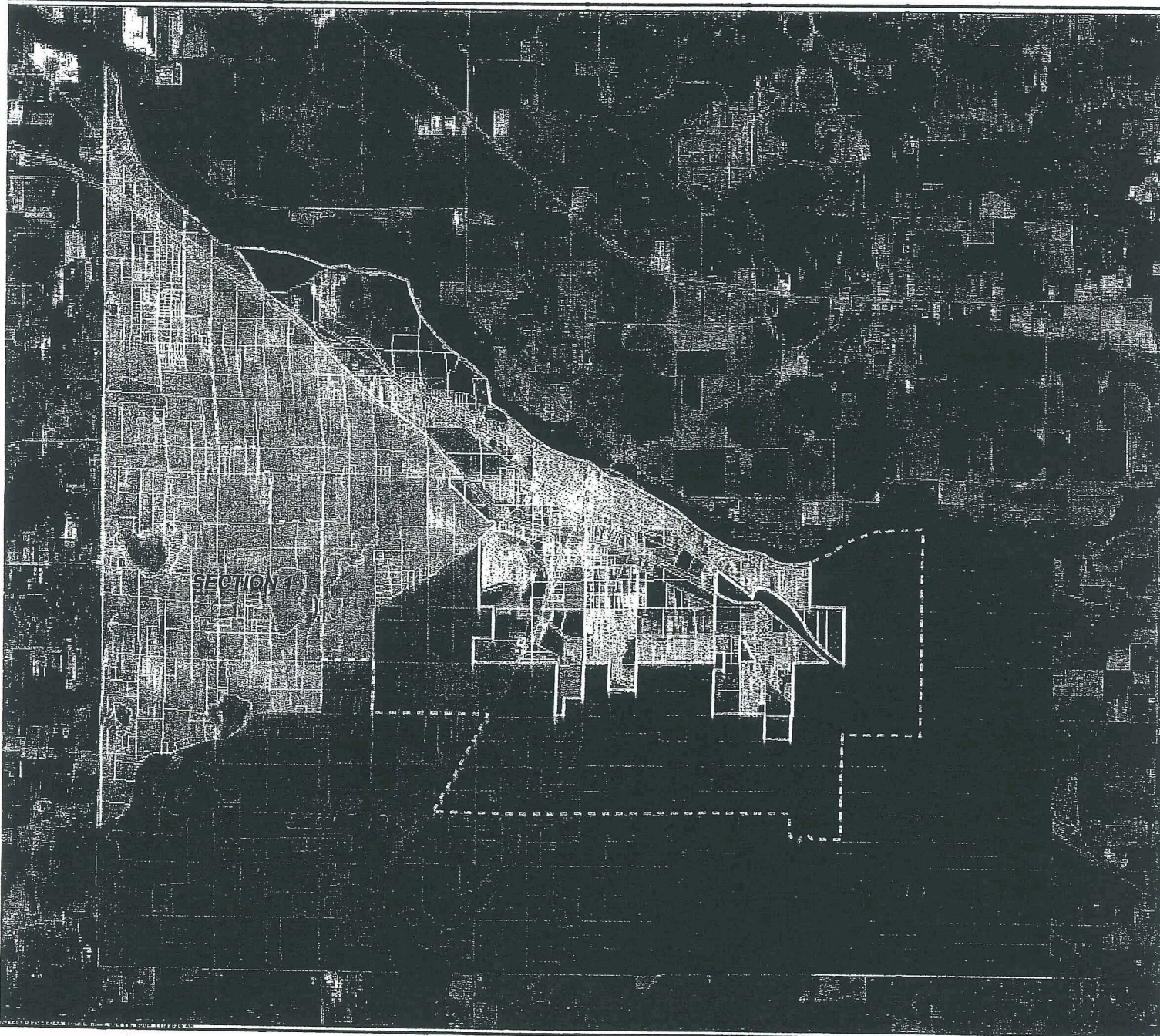
And also that part of Section 32, Township 122, Range 25, Wright County, Minnesota, lying southwesterly of the existing City of Monticello corporate limits.

And also that part of the Southwest Quarter of the Southwest Quarter of Section 33, Township 122, Range 25, Wright County, Minnesota, lying southwesterly of the existing City of Monticello corporate limits.

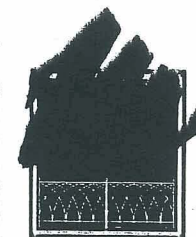
EXHIBIT C

REC'D BY
MMB MAY 27 2005

The OAA section map referenced in Paragraph 11 of the attached Joint Resolution, showing the sections of the OAA in the Township for purposes of expansion is attached hereto.



Orderly Annexation Agreement



MONTICELLO

OAA Sections

Exhibit C








0 2,500 5,000 10,000 Feet

Legend

Orderly Annexation Area

City of Monticello

-  Section 1
-  Section 2
-  Section 3
-  Section 4
-  Section 5

REC'D BY
M.M.B.
MAY 27 2005