

## STATE OF MINNESOTA

## OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE JOINT RESOLUTION  
OF THE CITY OF CHISAGO CITY AND LENT  
TOWNSHIP DESIGNATING CERTAIN AREAS  
AS IN NEED OF ORDERLY ANNEXATION  
PURSUANT TO MINNESOTA STATUTES § 414.0325

**JOINT RESOLUTION FOR  
ORDERLY ANNEXATION**

WHEREAS, The Town of Lent and the City of Chisago herein referred to as ("Township") and ("City") respectively have entered into a joint orderly annexation agreement to set forth agreed upon terms and conditions for immediate and future annexations: and

WHEREAS, the City has received several property owner petitions for annexation which have been presented to the Township as identified generally on the map labeled as Exhibit A (the "Present Annexation Area") and the legal description of which is attached hereto as Exhibit B; and

WHEREAS, the City and Township agree that certain additional properties currently located in the Township are likely to petition for annexation into the City (the "Future Annexation Area") within the reasonably foreseeable future and a depiction of which is attached hereto as Exhibit C and legally described in Exhibit D; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the Present Annexation Area and the Future Annexation Area as identified herein and to set forth terms and conditions for future annexations within the Township; and

WHEREAS, the City has the ability to provide services to the above-identified properties following annexation and the City agrees that future annexations with the Township that municipal services, specifically water and sewer will be available and required to be installed when the property is developed; and

WHEREAS, the City and Township agree that the Present Annexation Area legally described herein is appropriate for annexation and that orderly annexation of the described property would in the best interest of the property and would benefit the public health, safety, and welfare of the City and the Township; and

WHEREAS, the City and Township agree that the Present Annexation Area legally described herein, on Exhibit B, is designated as in need of orderly annexation based on the property owner petitions received; and

WHEREAS, the City and Township desire to accomplish the immediate orderly annexation of the Present Annexation Area legally described herein, in Exhibit B, and to set forth the mechanism for the annexation of the Future Annexation Property, legally described in Exhibit D, in an orderly manner and without the need for a hearing.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Supervisors of Lent Township and the City Council of the City of Chisago City, agree to the following conditions:

1. Designation of Orderly Annexation Area – City of Chisago City and Lent Township. The Township and the City hereby designate the Present Annexation Area depicted on Exhibit A attached hereto and legally described on Exhibit B, attached hereto and incorporated herein by reference, for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
2. Present Annexation Area Acreage. The Township and City agree that the Present Annexation Area designated as in need of immediate orderly annexation is approximately 533 acres in size.
3. No Hearing Required. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Present Annexation Area legally described in Exhibit B are contained in this Joint Resolution, and that no consideration by the Office of Administrative Hearings is necessary. Upon the execution and filing of this Joint Resolution, the Office of Administrative Hearings may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Present Area legally described in Exhibit B in accordance with the terms and conditions contained in this Joint Resolution.
4. Future Annexation Area; City Services. The City and Township agree that the City will not seek annexation by ordinance as defined by Minnesota State Statute 414.033 or by contested case in the Township for a period of fifteen (15) years from the date hereof. Further the City and Township agree subject to Paragraph 5 below, to jointly approve property owner petitions for annexation of properties within the Future Annexation Area depicted in Exhibit C which is the comprehensive plan boundary map of the City approved October 2002 which generally follows the boundary of the State of Minnesota's Carlos Avery Wildlife Management Area.

Notwithstanding the foregoing, the City may annex under Paragraph 5 if 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;

5. Conditions for Annexations Within Future Annexation Area. Unless otherwise provided herein, with respect to property located within the Future Annexation Area, legally described in Exhibit D and shown on Exhibit C, the City may annex lands located within said area following receipt of a petition from 100% of the property owner(s) of a parcel(s) of land within the Future Annexation Area. In the event of receipt of a property owner petition for



annexation in the Future Annexation Area, as provided in this paragraph, the City shall provide a copy of the property owner petition to the Township at least 30 days prior to taking action as provided in this Paragraph. Pursuant to Minnesota Statutes, Section 414.0325, the City may thereafter adopt a resolution (referred to as the "Annexation Resolution") describing such area and file the same, along with a copy of this Joint Resolution, with the Office of Administrative Hearings or its successor agency; who may thereafter review and comment thereon, 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 Office of Administrative Hearings, or its successor agency, is necessary, and that all terms and conditions for annexation are provided for in this Joint Resolution.

6. City Services. The parties agree that no property in the Future Annexation Area shall be annexed herby unless all property in the Present Annexation Area (Exhibit A) previously annexed pursuant to this Joint Resolution has been provided sewer and water services. Therefore, any additional property in the Future Annexation Area that subsequently petitions to be annexed into the City must be immediately served by City sewer and water or be the subject of a developer's agreement signed at or prior to the effective date of such annexation. Such developer's agreement shall require any subdivided buildable lot within the annexed property to be connected to municipal water and sewer before a final occupancy permit is issued. The City agrees to be bound by this provision and agrees that, if a petition for annexation is submitted to the City which is contrary to the terms of this paragraph, upon the filing of the Petition, this Joint Resolution and sufficient proof submitted by the Township to the Department of Administration that municipal sewer and/or water have not be provided in accordance with this paragraph, the Department of Administration shall dismiss any such petition.
7. Zoning. The City and Township agree that all of the property located within the portion of the Future Annexation Area and bounded by County Road 80 on the South, County Road 77 on the East, and Ivywood Trail on the west and north are depicted in the Future Annexation Area attached hereto as Exhibit C are identified in the City's comprehensive land use map as a residential use. In the event the use is changed to anything other than residential those changes will be discussed jointly and mutually agreed upon by the Township and the City. If a contemplated rezoning cannot be agreed upon by both the Township and the City, by resolution or motion of their governing bodies, the rezoning cannot and shall not take place. Existing commercial uses may continue to exist but cannot be expanded. This Section shall not prohibit home occupations as and to the extent allowed by the City's zoning ordinances.

The Township shall require that the existing Township zoning or Chisago County zoning, whichever is applicable and more restrictive, in effect within the Future Annexation Area 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 in writing by the City and Township. Any decision to zone or rezone portions of the Future Annexation Area shall be subject to

review and comment and approval by the City and Township prior to such zoning or rezoning becoming effective.

8. Tax Reimbursement. The City and Township agree that upon annexation of the Present Annexation Area legally described on Exhibit B, the City shall reimburse the Township for the loss of taxes from the property so annexed for the period of seven (7) years at a rate of one hundred percent (100%) of the Township taxes in the first year following the year the Township could last levy that property taxes from the annexed area that were payable to the Township;

The City further agrees to increase the amount paid to the township in each of the seven (7) remaining years equal to the amount of the increased value the property would have appreciated prior to the annexation. The amount of increase can be determined by County Auditor or mutually agreed by the Township and the City and shall be paid to the Township no later than July 30<sup>th</sup> of the year the taxes are due. In addition the Township will be reimbursed at the current rate for such tax year. The reimbursement is at the Township tax rate.

9. Roadways. The City and Township agree that gravel roadways that exist and are under the control of the Township which abut annexed property to be developed will be paved to a City standard and shall become City streets as soon as reasonably possible after annexation taking into account the feasibility thereof, the cost therefore and the ability to require payment of such cost. The cost of upgrade of the City streets shall be borne by some party or entity other than the Township. For portions of such City streets that border Township properties, those Township properties shall not be assessed for the cost of such upgrade. If a natural pattern of development from the county roads does not occur the City may require escrowed amounts be provided for the future paving of the street when development closer to the county roads occur. The City and Township shall enter into a "Road Maintenance Agreement" in the form attached hereto as Exhibit E relating to the maintenance, repair, plowing and upkeep of such road/streets before and after such paving and the responsibility for the cost thereof.
10. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Office of Administrative Hearings Municipal Boundary Adjustments Office and pay the required filing fee.
11. Governing Law. The Township and City agree that this Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
12. Headings and Captions. The Township and City agree that the headings and captions contained in this Joint Resolution are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
13. Entire Agreement. The Township and City agree that 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.



SEP 09 2005

14. 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 in Exhibits B or D or mapping provided in Exhibits A or C, in the judgment of the Office of Administrative Hearings or its successor agency, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A, Exhibit B, Exhibit C or Exhibit D making the corrections requested or required by the Office of Administrative Hearings or its successor agency as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

Passed, adopted, and approved by the Town Board of Supervisors of Lent Township, Chisago County, Minnesota, this 2<sup>nd</sup> day of September, 2005.

LENT TOWNSHIP

By: Monica Dwyer Abress  
Monica Dwyer Abress, Chairperson

ATTEST:

Betsy Randt  
Betsy Randt, Town Clerk

Passed, adopted, and approved by the City Council of the City of Chisago City, Chisago County, Minnesota, this 2<sup>nd</sup> day of September, 2005.

CITY OF CHISAGO

By: Chris DuBose  
Chris DuBose, Mayor

ATTEST:

John Pechman  
John Pechman, City Administrator

REC'D BY  
MMB

SEP 09 2005

### **EXHIBIT A**

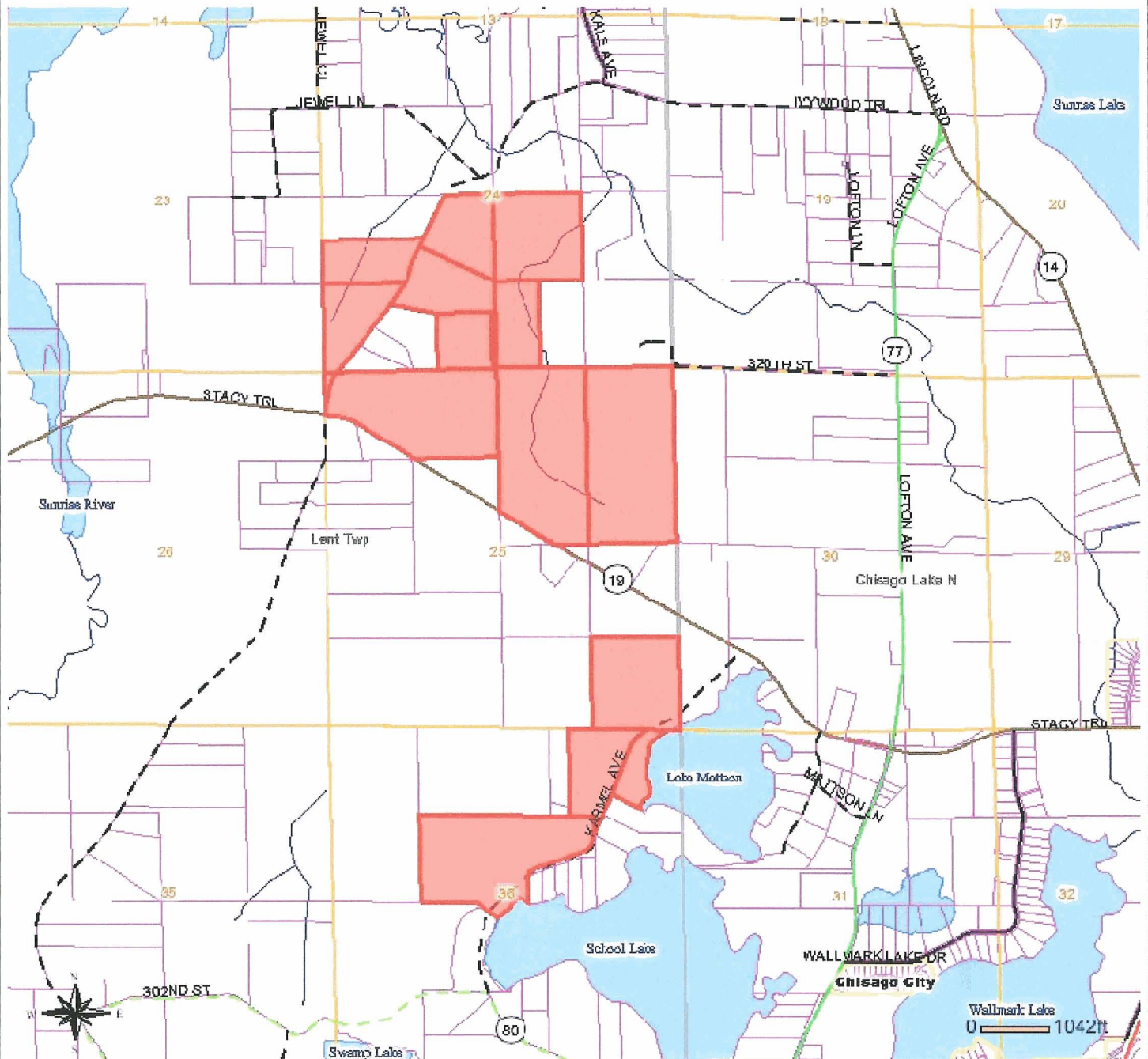
The municipal boundary map referenced in the attached Joint Resolution, showing the current City of Chisago City and its relation to the Present Area to be annexed legally described in Exhibit B, is attached hereto.



# Exhibit A

REC'D BY  
M M B

SEP 09 2005



July 26, 2005

This is a compilation of records as they appear in the Chisago County offices affecting the area shown. This drawing is to be used for reference purposes only and the County is not responsible for any inaccuracies herein contained.

**EXHIBIT B**REC'D BY  
MMB

SEP 09 2005

**EXHIBIT B****PAGE 1****7/26/05**

<b>ACREAGE</b>	<b>NAME</b>	<b>PID #</b>	<b>PROPERTY LEGAL DESCRIPTION</b>
21.5	Frank & Debora Dusenka PO Box 50 Chisago City, MN 55013	05.00401.10	SECT. - 24 TWP - 034 RANGE - 021 THAT PART OF N 1/2 OF SW 1/4 LYING S OF THE N 660 FT THEREOF AND LYING W'LY OF THE C/L OF IVYWOOD TRAIL
39.4	Frank & Debora Dusenka PO Box 50 Chisago City, MN 55013	05.00401.30	SECT. - 24 TWP - 034 RANGE - 021 THAT PT OF THE SW 1/4 OF SW 1/4 AND ALSO THAT PT OF THE W 850 FT OF THE E 906.53 FT OF THE S 850 FT OF THE SE 1/4 OF THE SW 1/4
24.8	Frank & Debora Dusenka PO Box 50 Chisago City, MN 55013	05.00401.70	SECT. - 24 TWP - 034 RANGE - 021  THAT PT OF SW 1/4 DES AS FOL: BEG AT THE SW COR OF NW 1/4 OF SE 1/4; THE S 01 D 05' 31" E ASSUMED BEARING ALONG THE E LINE OF SAID SW 1/4 1309.90 FT TO THE SE COR OF SAID SW 1/4; TH S 88 D 31' 10" W ALONG THE S LINE OF SAID SW 1/4 56.553 FT; TH N 01 D 28' 50" W 850 FT; TH S 88 D 31' 10" W 850 FT; TH N 79 D 30' 32" W 725 FT M/L TOT HE C/L OF IVYWOOD TRL; TH NE'LY ALONG SAID C/L TOT HE INTERSECTION WITH A LINE BEARING N 65 D 57' 27" W FROM THE PT OF BEG; TH S 65 D 57' 27" E 1261 FT M/L TO THE PT OF BEG
24.1	Frank & Debora Dusenka PO Box 50 Chisago City, MN 55013	05.00401.80	SECT. - 24 TWP - 034 RANGE - 021 THAT PT OF THE SW 1/4 DES AS FOL: COMM AT THE SE COR OF SAID SW 1/4; TH N 01 D 05' 31" W ASSUMED BEARING ALONG THE E LINE OF SAID SW 1/4 1309.90 FT TOO THE SW COR OF THE NW 1/4 OF SE 1/4 OF SAID SEC 24 AND THE PT OF BEG; TH N 65 D 57' 27" W 1261 FT M/L TO THE C/L OF IVYWOOD TRL; TH NE'LY ALONG SAID C/L TO THE N LINE OF SAID SW 1/4; TH E'LY ALONG SAID N LINE TO THE NE COR OF SAID SW 1/4; TH S'LY ALONG THE E LINE OF SAID SW 1/4 TO THE PT OF BEG. PT OF PARCEL E
40	Frank & Debora Dusenka PO Box 50 Chisago City, MN 55013	05.00403.00	SECT. - 24 TWP - 034 RANGE - 021  NW 1/4 OF SE 1/4. PT OF PARCEL E
20	Frank & Debora Dusenka PO Box 50 Chisago City, MN 55013	05.00404.00	SECT. - 24 TWP - 034 RANGE - 021  W 1/2 OF SW 1/4 OF SE 1/4
80	Marcus & Theresa Clay 10006 Stacy Trail Chisago City, MN 55013	05.00406.00	SECT. - 25 TWP - 034 RANGE - 021  E 1/2 OF NE 1/4
73	Marcus & Theresa Clay 10006 Stacy Trail Chisago City, MN 55013	05.00406.10	SECT. - 25 TWP - 034 RANGE - 021  SW 1/2 OF NE 1/4. EX THAT PT LYING SW'LY OF THE C/L OF STACY TRAIL ALSO KNOWN AS HWY #19



**EXHIBIT B**REC'D BY  
MMB

SEP 09 2005

**EXHIBIT B****PAGE 2****7/26/2005**

ACREAGE	NAME	PID #	PROPERTY LEGAL DESCRIPTION
64.3	Harold & Judith Shoberg 13395 295th Street Lindstrom, MN 55045	05.00407.00	SECT. - 25 TWP - 034 RANGE - 021  N 1/2 OF NW 1/4 EX; BG AT NW COR OF SEC 25 TH S 30 RD TO INTSEC OF CO RD WITH SUNRISE RD; TH NE'LY ON C OF SUNRISE RD TO N LINE OF SEC 25; TH W ON N LINE 24 RD TO PT OF BG & EX THAT PT OF NW 1/4 OF NW 1/4 WHICH LIES S'LY OF SAR #19 & E'LY OF SAR #80.
40	Mattson Ridge LLC 35055 Wild Mountain RD Taylors Falls, MN 55084	05.00417.00	SECT. - 25 TWP - 034 RANGE - 021  LOT 1
23.41	Mattson Ridge LLC 35055 Wild Mountain RD Taylors Falls, MN 55084	05.00544.70	SECT. - 36 TWP - 034 RANGE - 021  E 350 FT OF NW 1/4 OF THE NE 1/4 AND THAT PART OF GOV LOT 1 LYING WESTERLY OF TH C/L OF KARMEL AVENUE
7.7	Mattson Ridge LLC 35055 Wild Mountain RD Taylors Falls, MN 55084	05.00544.20	SECT. - 36 TWP - 034 RANGE - 021  THAT PT OF GOV LOT 1 DES AS FOL: BG AT N 1/4 COR OF SAID SEC 36; TH 920D14"35SEC ASSUMED AZIMUTH FROM N ALONG N LINE OF SEC 36, A DIS OF 2176.90 FT TO PT OF BG ON OF NEAR C/L OF KARMEL AVE; TH 249D07'46SEC ON OR NEAR C/L, 32.27 FT; TH SW'LY, CONT ALONG TANG CURVE ON OR NEAR C/L CONCAVE TO SE HAVING RADIUS OF 475.86 FT AND A C/A OF 45D57' A DIS OF 381.63 FT; TH 203D 10'46SEC, TANGENT TO SAID CURVE 341.50 FT; TH 200D18'22SEC ON OR NEAR SAID C/L 407.1 FT' TH 119D15', 390 FT M/L TO SHORELINE OF MATTSOON LAKE' TH NE'LY ALONG SHORELINE, TO N LINE OF SEC 36; TH 272D14'35SEC ALONG SAID N LINE 348 FT M/L TO PT OF BG. SUBJECT TO KARMEL AVE.
52	David & Carol Johnson & Cameron Strand 9567 North Shore Trail N Forest Lake, MN 55025	05.00545.00	SECT. - 36 TWP - 034 RANGE - 021  LOTS 2 & 3. AND THAT PT OF GOV LOTS 3 & 4 LYG N'LY OF FOL DESC LINE: BEG A W QTR COR OF SAID SEC 36; TH S89D 22'02" E ASSUM BEARING ALONG N LINE OF GOV LOT 5 OF SAID SEC 36 & ITS E'LY EXT A DIST OF 2182.22 FT; TH S54D 53" E TO SHORE LINE OF SCHOOL LAKE & SAID LINE THERE TERM. AND VAC PORTION OF KARMEL AVE. EXCEPT PLAT OF SCHOOL LAKE ESTATES.

REC'D BY  
M.M.B

SEP 09 2005

**EXHIBIT C**

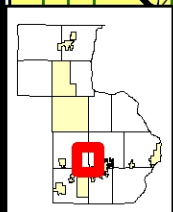
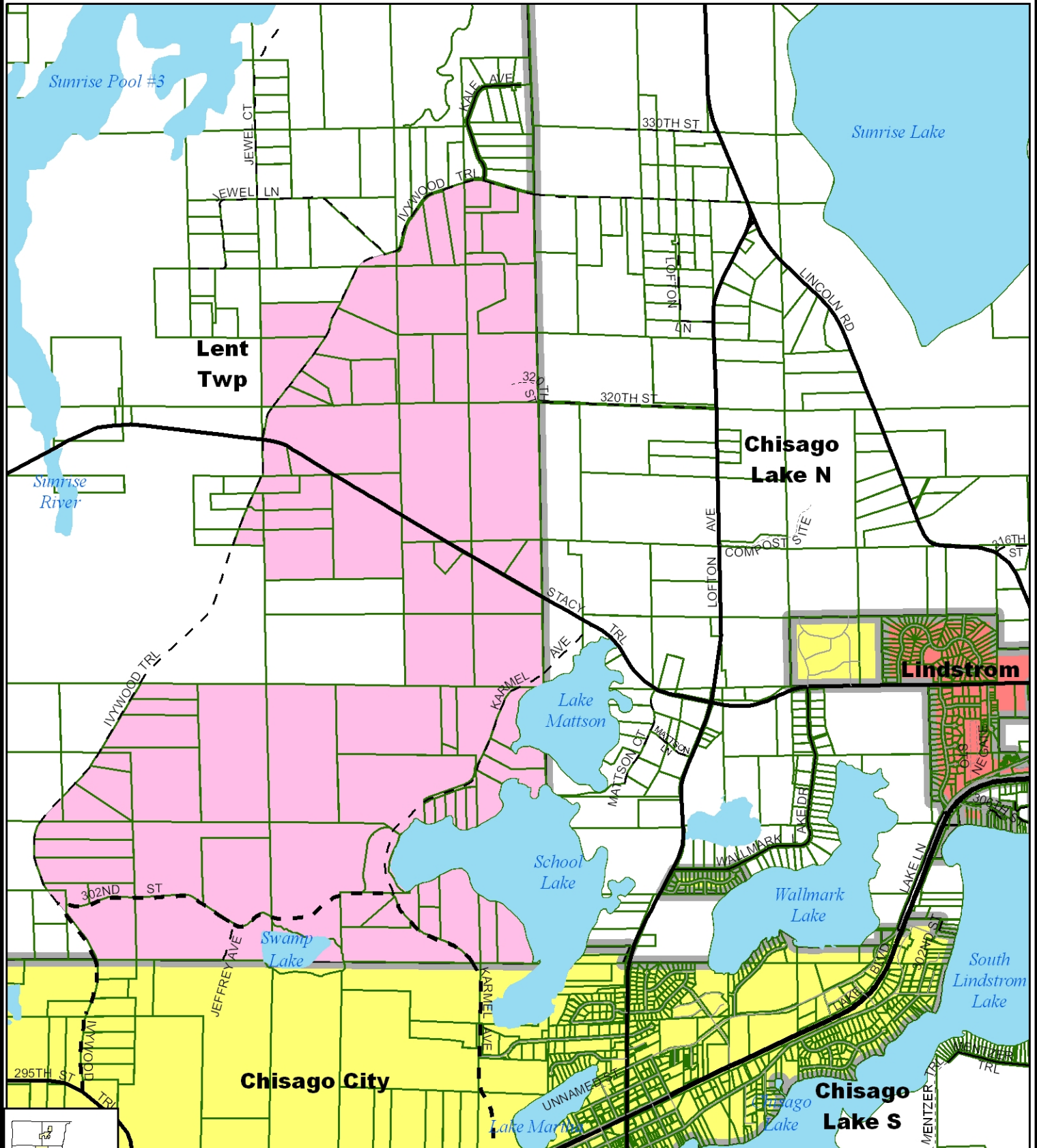
**FUTURE ANNEXATION AREA**





# Exhibit C

The Study Area Contains Approximately  
2001 Acres



- |                                       |                            |                     |
|---------------------------------------|----------------------------|---------------------|
| Interstate - US Highway               | Township Road - Bituminous | Lakes               |
| State Highway                         | Township Road - Gravel     | Parcels             |
| County State Aid Highway - Bituminous | Named Private Road         | Chisago City        |
| County State Aid Highway - Gravel     | City Road                  | Lindstrom           |
| County Road - Bituminous              | Unnamed Private Road       | Township Boundaries |
| County Road - Gravel                  |                            | Study Area          |

September 22, 2005

0 375 750 1,500  
Feet

This is a compilation of records as they appear in the Chisago County offices affecting the area shown. This drawing is to be used for reference purposes only and the County is not responsible for any inaccuracies herein contained.







REC'D BY  
MMB

SEP 09 2005

## **EXHIBIT D**

### **FUTURE ANNEXATION AREA LEGAL DESCRIPTION**

**EXHIBIT D – JULY 26, 2005****LEGAL DESCRIPTION OF THE FUTURE ORDERLY  
ANNEXATION AREA BETWEEN  
LENT TOWNSHIP AND CHISAGO CITY**

Township 34N Range 21W

All of section 24 except that portion lying North and West of Ivywood Trail but including Frankie and Debora Dusenka's parcels (P.I.D. numbers 050040110 and 050040130).

All of section 25 except that portion East of Ivywood Trail identified as State of Minnesota – DNR (Carlos Avery State Wildlife Management Area, P.I.D. numbers 050041000 and 050041200).

Only the portion of section 26 East of Ivywood Trail excluding State of Minnesota – DNR (Carlos Avery State Wildlife Management Area, P.I.D. number 050041800).

All of section 35 except that portion lying West of Ivywood Trail.

All of section 36

REC'D BY  
MMB

SEP 09 2005

**EXHIBIT E**

**ROAD MAINTENANCE AGREEMENT**



## **ROAD MAINTENANCE AGREEMENT**

**THIS ROAD MAINTENENCE AGREEMENT** ("Agreement") is made as of this 1st day of September, 2005, by and between the **TOWNSHIP OF LENT, MINNESOTA**, a political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota and the **CITY OF CHISAGO**, Minnesota, a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Minnesota.

### **RECITALS**

- A. **WHEREAS**, due to the proposed annexation of portions of the Township of Lent (hereinafter the "Township") by the City of Chisago (hereinafter the "City") pursuant to a joint resolution for orderly annexation (the "Resolution") certain Township roads and streets (hereinafter collectively known as the "Streets") are now located within the redrawn boundaries of the City or form the common boundary between the City and the Township.
- B. **WHEREAS**, the Township and the City desire to set forth their respective roles and obligations with respect to the maintenance of the Streets.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and mutual obligations of the parties hereto, the Township and the City do hereby covenant and agree with each other as follows:

### **ARTICLE ONE** **REPRESENTATIONS AND WARRANTIES**

- 1.1 The Township and the City make the following representations and warranties:
- 1.1.1 The Township and the City, have approved this Agreement and have the power to enter into this Agreement and carry out their respective obligations hereunder;
- 1.1.2 The Township and the City have duly authorized their respective representatives to negotiate this Agreement.
- 1.1.3 The Township and the City have each passed Resolutions adopting the substantive terms of the agreements set forth herein.

**ARTICLE TWO**  
**ASSUMPTION OF MAINTENANCE**

2.1 Maintenance. From and after the date of this Agreement above written:

2.1.1 The Township shall plow and grade those Streets located in areas annexed into the City or partially located in such areas until such time as such Streets are paved in accordance with City standards. Thereafter the City shall assume and be responsible for such maintenance, plowing, repair and upkeep of such Streets. As compensation for the Township maintenance activities described herein, the City shall pay the Township \$84.44 per hour for plowing and \$75.73 per hour for grading. The parties agree to consider adjustments to the foregoing hourly amounts on an annual basis and to the extent such adjustments are agreed upon this Agreement shall be deemed to be amended so as to incorporate such adjustments.

2.1.2 The City and Township shall maintain the Streets as provided above respectively as standard City or Township streets in a manner in keeping with the City's or Township's respective operational requirements and budget as determined by the City or Township as applicable in the City's or Township's sole and absolute discretion and all applicable rules, regulations, ordinances and laws.

**ARTICLE THREE**  
**ADDITIONAL PROVISIONS**

3.1 Titles of Sections. Any titles of the several parts or sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

3.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

3.3 Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

3.4 Execution of Documents. The City and Township hereto agree and authorize their agents to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with each other for the expeditious filing of any and all documents and the fulfillment of the terms of this Agreement or otherwise necessary to complete the transaction contemplated hereunder.

REC'D BY  
MMB

SEP 09 2005

IN WITNESS WHEREOF, the City of Chisago and Township of Lent have caused this Agreement to be executed in its name and on its behalf, on or as of the date first above written.

**TOWNSHIP OF LENT:**

By: Monica Dwyer Abress  
Monica Dwyer Abress,  
Chairperson

By: Betsy Randt  
Betsy Randt, Town Clerk

**CITY OF CHISAGO:**

By: Chris DuBose  
Chris DuBose, Mayor

By: John Pechman  
John Pechman, City Administrator