

**TOWN OF MAPLE LAKE RESOLUTION NO. 2005-5
CITY OF MAPLE LAKE RESOLUTION NO. R2006-08
MUNICIPAL BOUNDARY ADJUSTMENTS DOCKET NO. _____**

**JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN
THE TOWN OF MAPLE LAKE ~~AND~~ THE CITY OF MAPLE LAKE,
MINNESOTA**

WHEREAS, the City of Maple Lake (hereinafter referred to as the "City") and the Township of Maple Lake (hereinafter referred to as the "Town or Township"), both located entirely within Wright County, in the State of Minnesota desire to accommodate growth in the most orderly fashion, and have agreed that there is a clear need for a cooperative future planning effort for the land governed by the two jurisdictions; and

WHEREAS, the Town Board and City Council have expressed their desire to encourage future development of land near the City so as to avail such development of municipal services as much as is practical, while encouraging the retention of land in agricultural use; 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 that the City and Town enter into this Joint Resolution for Orderly Annexation and that the property herein described is proposed to be annexed by the City of Maple Lake and shall be annexed subject to the following terms and

conditions:

✓ 1. **Designation of Orderly Annexation Area.** The Town and City desire to designate the area as legally described on attached Exhibit A and graphically depicted on the attached Exhibit B for orderly annexation under and pursuant to Minnesota Statutes Section 414.0325.

2. **Department of Administration, Municipal Boundary Adjustments.** Upon approval by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction upon the Department of Administration, 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 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 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. The MBA may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this Joint Resolution.

Upon approval by the MBA, the Joint Resolution and Agreement shall be recorded with the Wright County Recorder's Office so as to place future owners of property within the orderly annexation area on notice of the terms of this Joint Resolution and Agreement.

5. **Planning and Land Use Control Authority.** The Town and City mutually agree and state that within 30 days of the effective date of the MBA's order establishing the Orderly Annexation Area (hereinafter referred to as "OAA"), a board will be established to exercise planning and land use control authority for land within the designated orderly annexation area which has not yet been annexed pursuant to Minnesota Statutes, Section 471.59, Subdivisions 2 through 8, inclusive.

A five member Joint Planning Board shall be appointed to control all zoning and subdivision regulation within the orderly annexation area prior to annexation. Two members shall be appointed by the Council of the City of Maple Lake, two members shall be appointed by the Town Board of the Town of Maple Lake and one jointly appointed by both the City Council and the Town Board. In the event the City and Township cannot agree on the joint appointment within 40 days of a vacancy of this

position, the City and Township agree to allow the Wright County Board of Commissioners to appoint the fifth board member.

All members shall serve for a three year period, and the terms shall be continuously staggered such that in year one, one City and one Township term shall expire; in year two one City and one Township term shall expire; and in year three the jointly appointed term shall expire.

The City and Township may jointly adopt governing bylaws for the Joint Planning Board.

Any issues that would normally come before the Planning Commission of either the City or the Town involving land within the boundaries of the orderly annexation area described in Section One prior to annexation, shall be heard by the Joint Planning Board. Unless otherwise agreed to by the Joint Planning Board, the ordinances of Wright County (or the Town should it adopt subdivision and zoning ordinances) will control the properties in the area designated for orderly annexation. This shall include the appeal procedure as outlined in the Wright County Zoning Ordinance. Any request for zoning reclassification, conditional use permits, and variances within the orderly annexation area shall be subject to the requirements and provisions of the County's ordinances and any other rules, statutes, laws, or ordinances in effect by the County on that date.

The Joint Planning Board duties will be administered by the staff of the County at no charge to the City or Town. The County will be entitled to retain permit fees to cover the cost of administration.

The Joint Planning Board shall also serve as the "governing body" and "board of appeals and adjustments" for purposes of Minnesota Statutes Sections 462.357 and 462.358, within the orderly annexation area. The Board shall have all of the powers contained in Minnesota Statutes Sections 462.351 to 462.364 and shall have the authority to adopt and enforce the Uniform Fire Code promulgated pursuant to Section 299F.011.

Following annexation, the annexed properties shall be subject to the zoning and subdivision controls of the City and the City shall serve as the "governing body".

Except as otherwise provided, any action of the Joint Planning Board 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 Joint Planning Board voting on the prevailing side. Notwithstanding this provision, the Joint Planning Board shall not otherwise approve a plat or subdivision within the OAA unless first approved by a supermajority vote (4 out of 5 members) of the Joint Planning Board. 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.

6. Procedures for Annexation.

- A. Petition. Unless otherwise agreed to by the parties, with respect to property located within the designated OAA legally described in Exhibit A and shown on Exhibit B, the City may annex lands located within the OAA following receipt of a petition from a 100% of the property owner(s) of said land. However, with respect to any subdivisions located within the OAA legally described in Exhibit A and shown on Exhibit B that are platted and recorded with the Office of the Wright County Recorder, the triggering event for annexation of said platted subdivision, as provided herein, shall be upon receipt by the City of a property owner petition from the owners of at least 51% of the lots of record located within the subdivision as said subdivision is recorded in the Wright County Records Office.

In the event of receipt of a valid petition for annexation, as provided in this paragraph, the City shall require that the amount of taxation reimbursement required under paragraph 7 of this Agreement be deposited with the City by the petitioner. The City shall provide a copy of the Petition to the Township and would also notify Township of the amount deposited. The City agrees not to process any application for annexation under this Agreement until such time as the City receives the full amount owed to the Township for Taxation Reimbursement pursuant to this Agreement. If the City approves the Petition, the money would be forwarded to the Township. If the City denies the Petition, the amount would be returned to the Petitioner.

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 Department of Administration 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 Department of Administration, or its successor agency, is necessary, and that all terms and conditions for annexation are provided for in this Joint

Resolution.

- B. Surrounded Properties. Notwithstanding the foregoing, in the event that any property located within the orderly annexation area is completely surrounded by land within the municipal limits, the City may annex the surrounded property on the earlier of one of the following:
1. The City receives a petition for annexation from all the property owners of the property;
 2. The property is sold or otherwise transferred for purposes other than agricultural;
 3. Construction of new buildings or expansion of existing buildings occurs on the property;
 4. A Township approved licensed septic system installer or inspector determines that the septic system(s) located on the surrounded property does not meet the requirements contained in Minnesota Rules, Chapter 7080 and the property or existing systems cannot be brought into compliance with the Rules without unreasonable expense on the part of the property owner. Unreasonable expense shall mean that conditions on the site are unsuitable for septic systems in the judgment of a licensed installer to serve the property or that to achieve compliance with the Rules will cost the property owner 50% or more of what it would cost to install mound systems to serve the property.
 5. The Minnesota Pollution Control Agency or another state agency orders the City to provide sewer or water service to the property.
- C. Concept Plan Submittal. The property owner shall submit a concept plan to the City of Maple Lake and to the Town of Maple Lake showing the need for municipal water, and sanitary sewer or other City services for the property petitioned for annexation. The concept plan must be of sufficient detail to show that it will meet the standards and requirements of the City's planning and zoning ordinance and its subdivision ordinance.

If required by the Township, the Developer and/or Property Owner shall attend a Town Board meeting prior to concept plan review by the City Planning Commission. The Clerk of the Town Board shall then submit written documentation stating the opinion of the Town Board for the proposed development. These comments will be forwarded to the City

Planning Commission and City Council. The concept plan shall then be reviewed by the City Planning Commission and City Council.

The costs incurred by the Township, if any, to review the proposed development shall be paid by the developer and/or property owner.

- D. Public Hearings. Further, upon receipt by the City, the City shall send the Town Clerk notice of all public meetings for concept plan approval, preliminary plat approval and final plat approval for any property annexed to the City under this Agreement.

The City agrees, as part of the mailing process for public hearing notice of the preliminary plat, to mail notice to all affected property owners as required by law.

- E. Storm Water Management. The City shall require in its developer's agreement regarding development of all lands annexed pursuant to this Agreement that the Developer meet the requirements of the City's Storm Water Management Guidelines. Further, the City, through its developer's agreement, shall require that any functioning drain tile lines located during development of any parcel in the Orderly Annexation Area be connected to the City's storm sewer system.
- F. Future Petitions. The property owner shall not submit future petitions for annexation until all previous conditions in the development plan have been complied with.

7. Taxation Reimbursement. To compensate the Township for the permanent loss of taxable property from Township tax rolls, the property owners petitioning for annexation shall pay the Township a per-acre amount ("Taxation Reimbursement") for all land annexed to the City under this Agreement. Unless agreed otherwise by the parties, said payment shall be made by the City, from the amount deposited by the petitioner, at such time as the City adopts a Resolution annexing the land. The amount due shall be calculated in accordance with the following formula:

- A. For all unimproved lands annexed into the City under this Agreement after the date of this Agreement but before January 1, 2008, the Taxation Reimbursement shall be \$250.00 per acre of annexed land. "Unimproved land" for purposes of this Agreement shall mean any parcel of property except parcels of property ten acres or less in size which contain a principal commercial or industrial structure, or property of forty acres or less which contains a residence.

All properties annexed after January 1, 2008 shall pay an adjusted fee, calculated as follows:

- i. A "Base Price" shall be established by determining the average per-acre price of property which is 1) annexed to the City and 2) has been sold after January 1, 2001, but no later than one year after its annexation to the City, and 3) contains 10 or more acres.
- ii. Adjustments to the Taxation Reimbursement amount shall be made for annexations occurring on or after each of the following dates ("Adjustment Date"):

January 1, 2008
January 1, 2010
January 1, 2012
January 1, 2014
January 1, 2016
January 1, 2018
January 1, 2020
January 1, 2022
January 1, 2024
January 1, 2026
January 1, 2028
January 1, 2030
January 1, 2032
January 1, 2034
- iii. Immediately after each such Adjustment Date, the City and Township shall determine an "Adjusted Base Price" which shall be the average per-acre price of property which has been annexed to the City for the five years immediately preceding the Adjustment Date. The Adjusted Base Price shall then be divided by the Base Price. The result of this calculation shall be multiplied by \$250.00 to arrive at the Taxation Reimbursement amount applicable to all annexations occurring after the most recent Adjustment Date. This calculation shall be repeated after each Adjustment Date. In no event shall the amount of the Taxation Reimbursement for unimproved land and \$300 for improved land fall below \$250 after each adjustment period.
- iv. Example: For an annexation which occurs immediately after January 1, 2006, the Township would obtain the average purchase price of

property containing 10 acres or more that was sold within the five years prior to January 1, 2006 and was annexed to the City under this Agreement. This average would then be compared to the average acreage price for the period between January 1, 1999 and January 1, 2004. Assuming that the average acreage price meeting the criteria stated above for the years January 1, 1999 to January 1, 2004 is \$10,000 per acre, the Base Price would be \$10,000. If the average purchase price of land which was annexed under this Agreement between January 1, 2001 and January 1, 2006 is \$11,000 per acre, then the Adjusted Base Price would be \$11,000. \$11,000 divided by \$10,000 equals 1.1, which would be multiplied by \$250.00 to arrive at \$275.00, which would be the Annexation Reimbursement amount applicable to annexations which occur between January 1, 2006 and December 31, 2007.

- B. For all improved properties annexed into the City under this agreement after the date of this Agreement but before January 1, 2008, \$300.00 per acre of annexed land. "Improved land" for purposes of this Agreement shall mean any parcel of property of forty acres or less which contains a residence, or a parcel of land of ten acres or less which contains a principal commercial or industrial structure.

All improved properties annexed after January 1, 2008 shall pay an adjusted fee adjusted at the same percentage as the taxation reimbursement for unimproved land at the time of such annexation.

8. **Delinquent Taxes.** The City shall remit all delinquent taxes, charges and assessments collected from any portion of the Orderly Annexation Area if such taxes or charges were originally payable while the delinquent property remained in the Township.

9. **Special Tax Programs.** 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.

10. **Special Assessments.** 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 special assessments were levied by the Township. 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.

11. **No Other Reimbursement.** Other than the reimbursements outlined above, no other reimbursement or taxes shall be owed to the Township from the City and property owners.

12. **Roads within area designated for orderly annexation.** The parties agree as follows with regard to the roads located within the Orderly Annexation Area:

- A. **Roads Serving New Plats.** The City shall require that all roadways abutting or serving new developments shall be improved by the developer and/or property owner from the access of the development to the nearest County, City or State road. The City shall, at the Township's request, annex the entire road (i.e. both sides of the road) where the City has annexed property abutting one side of the road and has approved a final plat for any portion of the annexed property. The length of road required to be annexed shall be limited to the length of road directly abutting the property annexed under this Agreement. The City further agrees to keep and maintain any existing field access in the annexed area.
- B. **Roadways Not Annexed.** The remaining roadway that borders City and Township as a result of an annexation, that is not annexed to the City pursuant to this paragraph, shall be maintained as follows: For five years from the date the annexation is effective or until the road is paved, whichever occurs first, Township shall maintain the road including, but not limited to, snowplowing, grading, graveling, and dust control treatment. Township shall bill City for one-half of the cost of any gravel or dust control treatment applied to the road. City shall pay Township within 30 days of receipt of the bill. City shall be responsible for all costs of paving the road and shall be responsible for all maintenance of the road commencing five years from the date the annexation is effective or upon the road being paved, whichever occurs first.
- C. **Use of Township Roads.** For all properties annexed under this Agreement, the City shall require in its developer's agreements that during plat development (including construction of residences) all construction traffic use State Trunk Highways, Wright County Highways or Maple Lake city streets, and that Township roads be used only when no State Trunk Highway, Wright County Highway or Maple Lake city street is available. The City's developer's agreements shall also require that the Developer to

maintain gravel roads used during construction, including but not limited to, dust control coating, grading and to repair any road damage that occurs when construction traffic uses Township roads and to post a performance bond in an amount agreed upon between the City and Township.

- D. Roads in Orderly Annexation Area. Except as specifically set out herein or unless otherwise agreed by the parties, 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.
- E. Emerson Avenue NW. At such time as the railroad crossing at Emerson Avenue NW is annexed into the City it shall be a policy of the City to the extent permitted by law to require developers contributing to the increased traffic on Emerson Avenue NW to pay a proportionate share of any necessary safety upgrades to the railroad crossing.

13. 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. 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. Time-line for Connection. Annexed properties must connect to municipal services on the earlier of one of the following:
 - 1. The property owner petitions for service;
 - 2. The property is sold or otherwise transferred for purposes other than agricultural;
 - 3. Construction of new buildings or expansion of existing buildings occurs on the property;
 - 4. The property's septic system is failing;
 - 5. State or Federal law requires connection; or
 - 6. Three years from readily available sanitary sewer and/or water services.

- D. Provision of Other Municipal Services. The City shall be responsible for the provision of all normal and customary municipal services to annexed properties.

14. Deferred Assessment Policy. With respect to road, sewer and water improvements to be constructed within the OAA, the City of Maple Lake's policy for deferred, delayed, or future assessments for such improvements shall be as follows:

- A. Sanitary sewer and Water Utilities. The City of Maple Lake shall not specially assess any properties in Maple Lake Township related to the cost of construction of sanitary sewer and water utilities located within the OAA. However, the City of Maple Lake may impose connection charges as permitted by law on properties within the OAA that are to become due and payable at such time as the properties are: 1) annexed to the City of Maple Lake, and 2) connect to municipal water or sewer service.
- B. Street and Curb and Gutter and Storm Sewer Utilities. The City of Maple Lake shall not specially assess any properties in Maple Lake Township related to the cost of construction of streets, curb, gutter or storm sewer within the OAA. However, the City of Maple Lake may, if it chooses, impose charges upon such properties for such properties' proportionate share of such improvements as a condition of annexation to the City of Maple Lake.
- C. Reservation of Rights. The City of Maple Lake reserves the right to enter into development agreements with the developers of any specific parcels of property within the OAA, or other Maple Lake Township properties, that vary from the terms of this paragraph with respect to such parcel.

15. Existing Uses. The parties acknowledge that certain agricultural uses exist within the orderly annexation area that may lead to conflict as residential properties are developed adjacent to these uses. The City and the Town acknowledge that Minnesota Statutes Section 462.357 Subd. 1c provides that a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by amortization which use was lawful at the time of its inception. In addition, the City and Town agree to work in good faith to address issues that may arise as anticipated property use conflicts arise.

A business located in the orderly annexation area may continue its use upon annexation as a non-conforming use although such use or occupation does not conform to the City's Comprehensive Plan or zoning regulations, for so long as it is considered a

legal nonconforming use under statutory law currently in effect.

16. **Notification of Rural Uses.** The Joint Planning Board, the City, and the Township shall all adopt a policy which requires that developers seeking to develop land within the orderly annexation area or adjacent to the township boundary provide notice to potential builders and homeowners that their land is located in an agricultural area and as such is subject to sounds and smells associated with agricultural production. Implementation of this policy will require that this notification be incorporated into each party's developer's agreements and recorded with the plat. The Joint Planning Board, the City and the Township must approve all notifications.

17. **Periodic Review.** The City and Town mutually agree and state that a periodic review of this agreement is to be conducted on an annual basis. The Joint Planning Board as described in Paragraph 5 of this agreement shall be responsible for conducting this periodic review, and shall present a report of said review to both the City Council and Town Board for their consideration of any recommendations.

18. **Authorization.** The appropriate officers of the City and Town are hereby authorized to carry the terms of this Joint Resolution into effect.

19. **Severability and Repealer.** A determination that a provision of this Joint Resolution is unlawful or enforceable shall not affect the validity or enforceability of the other provisions herein. However, should any element of paragraph 7 relating to "Taxation Reimbursement" be deemed unlawful or unenforceable, the Township at its discretion may terminate this Agreement. Any prior agreement or joint resolution existing between the parties and affecting the property described in the attached Exhibits shall be considered repealed upon the effective date of this Joint Resolution.

20. **Effective Date.** This Joint Resolution shall be effective upon adoption by the governing bodies of the City and Town and approved by the Municipal Board and said subsequent order approving this agreement. Unless the parties have agreed to an extension, this agreement shall terminate on December 31, 2036.

21. **Mediation/Arbitration.** If either the City or Town does not approve the development plan for annexation or if other disputes arise under this agreement, the City and Town agree to enter into mediation to attempt to resolve this dispute. Mediation services shall be provided by a state agency. The City and Town may also agree to enter into binding arbitration to resolve disputes under this agreement. Mediation and Arbitration shall be conducted in accordance with Minnesota Statute Chapter 572A.

22. **Amendment.** Both parties reserve the right to initiate an amendment or revision to the Agreement at any time.

23. **No Further Annexation.** During the term of this Agreement, unless otherwise agreed to by the parties, the City agrees that it will not initiate annexation or accept or support a property-owner petition for annexation of any property from the Township except as set out in this Agreement. It is the intent of the parties that this Agreement set the exclusive geographical boundaries of land which 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.

24. **Expenses Relating to This Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement. However, the City shall pay all applicable filing fees and other costs necessary to have the Agreement filed with and approved by the Department of Administration, Municipal Boundary Adjustments.

25. **Filing.** The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Department of Administration Municipal Boundary Adjustments Office and pay the required filing fee.

26. **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.

27. **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.

28. **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.

29. **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 Exhibit A or mapping provided in Exhibit B in the judgment of the MBA, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the MBA as necessary to make effective the annexation of said area in accordance with the terms of this Agreement.

PASSED, ADOPTED AND APPROVED by the Maple Lake Town Board of Supervisors, Wright County, Minnesota this 19th day of July, 2005.

MAPLE LAKE TOWNSHIP

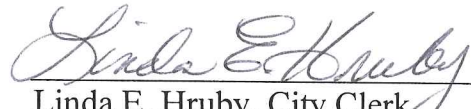

Leland Schut, Chair


Richard Hogan, Clerk

PASSED, ADOPTED AND APPROVED by the Maple Lake City Council,
Wright County, Minnesota this 21st day of February 2006.


CITY OF MAPLE LAKE


Michael D. Messina, Mayor


Linda E. Hruby, City Clerk

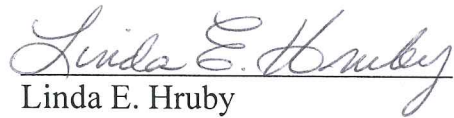
I, the undersigned, Richard Hogan, being duly qualified Clerk for the Town of Maple Lake, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. 2005-5 Authorizing Execution of a Joint Annexation Agreement Between the City of Maple Lake and Maple Lake 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 Maple Lake Township and the seal of the Town of Maple Lake this 22 day of June 2006.


Richard Hogan
Town Clerk
Town of Maple Lake, Minnesota

I, the undersigned, Linda E. Hruby, being duly qualified and Administrator of the City of Maple Lake, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. R2006-08 Authorizing Execution of a Joint Annexation Agreement Between the City of Maple Lake and Maple Lake 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 Clerk and the corporate seal of the City this 22 day of JUNE 2006.



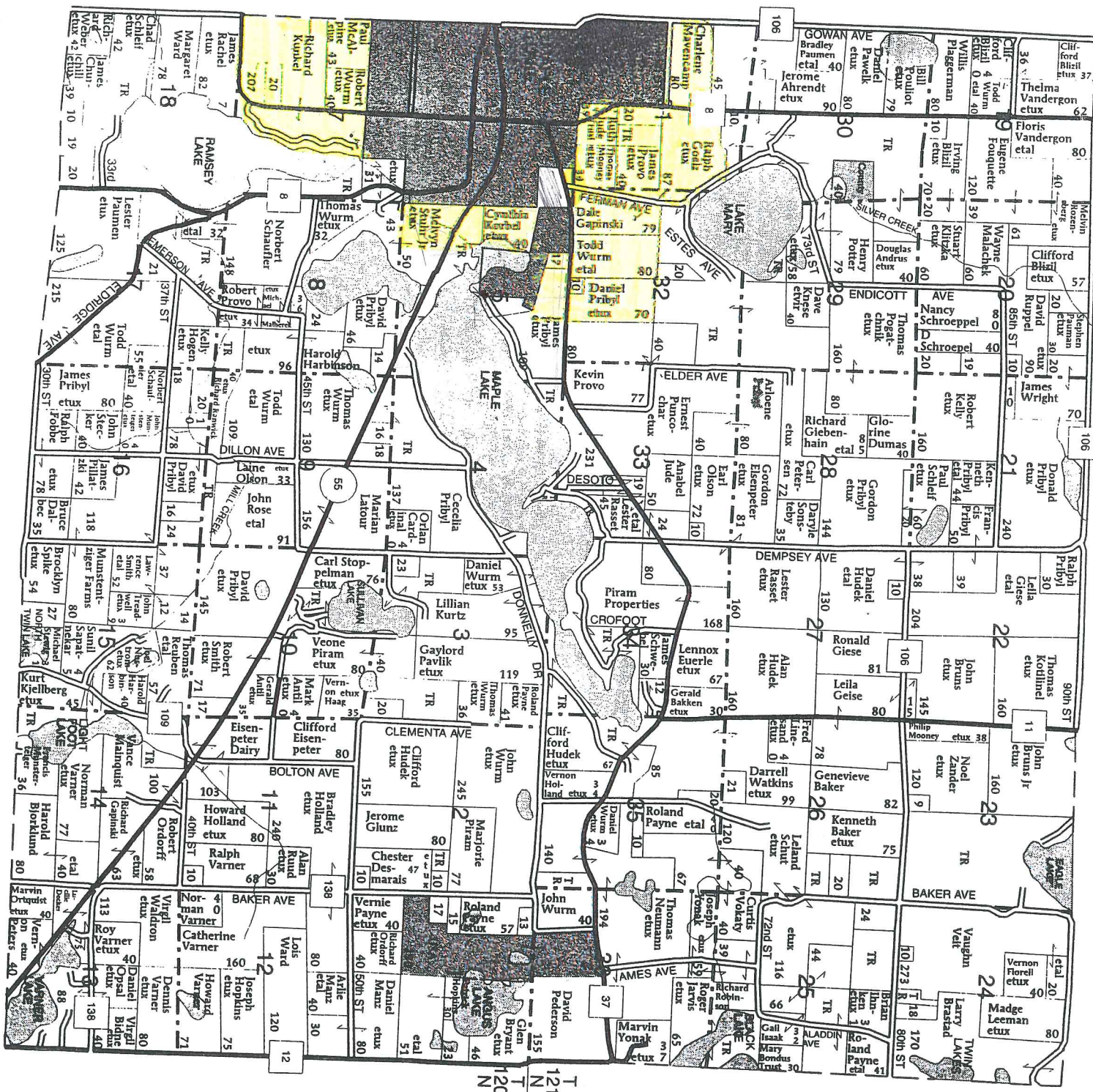
Linda E. Hruby

City Clerk

City of Maple Lake, Minnesota

EXHIBIT A

The Southwest Quarter of the Northeast Quarter and Government Lots 1 and 2 all in Section 31, Township 121, Range 26, except that part thereof lying East of Ferman Avenue NW and that part thereof lying North of the most northerly line of the plat of Deer Path; the Southwest Quarter of the Northeast Quarter lying West of Ferman Avenue; the South Half of the Northwest Quarter of Section 31, Township 121, Range 26; The Southeast Quarter of Section 31, Township 121, Range 26; The Southwest Quarter of Section 32, Township 121, Range 26; the West half of the Southeast Quarter of Section 32, Township 121, Range 26; the West half of the Northwest Quarter of the Northeast Quarter of Section 5, Township 120, Range 26; the Northwest Quarter of Section 5, Township 120, Range 26; the West half of the Southwest Quarter of Section 5, Township 120, Range 26; the Southwest Quarter of Section 7, Township 120, Range 26; the South half of the Northwest Quarter of Section 7, Township 120, Range 26; the Southeast Quarter of Section 7, Township 120, Range 26 lying West of Ramsey Lake; and the Southwest Quarter of the Northeast Quarter of Section 7, Township 120, Range 26.



ALBION

CORINNA

**TOWN OF MAPLE LAKE RESOLUTION NO. 2011-01
CITY OF MAPLE LAKE RESOLUTION NO. R2011-02
MUNICIPAL BOUNDARY ADJUSTMENTS DOCKET NO. _____**

**JOINT RESOLUTION TO AMEND THE
ORDERLY ANNEXATION AGREEMENT BETWEEN
THE TOWN OF MAPLE LAKE AND THE CITY OF MAPLE LAKE,
MINNESOTA ACCEPTED BY MUNICIPAL BOUNDARY ADJUSTMENTS ON
DECEMBER 15, 2006 AS DOCKET NUMBER OA-1289**

WHEREAS, the City of Maple Lake (hereinafter referred to as the "City") and the Township of Maple Lake (hereinafter referred to as the "Town or Township"), both located entirely within Wright County, in the State of Minnesota entered into an Agreement for Orderly Annexation ("Agreement") on February 21, 2006 and July 19, 2005 respectively. The Agreement was accepted by the Office of Municipal Planning on December 15, 2006 as file number OA-1289.

WHEREAS, part of the area included in the Agreement bisects an existing parcel. Both Township and City agree that it is appropriate to amend the Agreement to include the entire parcel.

WHEREAS, City and Township agree it is appropriate to make other changes to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions that follow City and Town enter into this Joint Resolution to amend the Orderly Annexation Agreement between the Town of Maple Lake and the City of Maple Lake, Minnesota accepted by Municipal Boundary Adjustments on December 15, 2006 as Docket Number OA-1289 as follows:

1. **Paragraph 1 is amended to read as follows:**

Designation of Orderly Annexation Area. The Town and City desire to designate the additional area as legally described on attached Exhibit A and graphically depicted on the attached Exhibit B for orderly annexation under and pursuant to Minnesota Statutes Section 414.0325.

2. **Paragraph 5 (Planning and Land Use Control Authority) is deleted in its entirety.**

3. **Paragraphs 7A & 7B are amended to read as follows:**

- A. For all unimproved lands annexed into the City under this Agreement after the date of this Agreement but before January 1, 2012, the Taxation Reimbursement shall be \$250.00 per acre of annexed land. "Unimproved land" for purposes of this Agreement shall mean any parcel of property except parcels of property ten acres or less in size which contain a principal commercial or industrial structure, or property of forty acres or less which contains a residence.

All properties annexed after January 1, 2012 shall pay an adjusted fee, calculated as follows:

- i. A "Base Price" for unimproved land which is \$5,950 per acre.
- ii. Adjustments to the Taxation Reimbursement amount shall be made for annexations occurring on or after each of the following dates ("Adjustment Date"):

January 1, 2012
January 1, 2014
January 1, 2016
January 1, 2018
January 1, 2020
January 1, 2022
January 1, 2024
January 1, 2026
January 1, 2028
January 1, 2030
January 1, 2032
January 1, 2034

- iii. For an annexation occurring after each such Adjustment Date, the City and Township shall determine an "Adjusted Base Price" which shall be the average per-acre price of unimproved property which has been annexed to the City from an adjacent township and sold during the five years immediately preceding the Adjustment Date. The Adjusted Base Price shall then be divided by the Base Price. The result of this calculation shall be multiplied by \$250.00 to arrive at the Taxation Reimbursement amount applicable to all annexations occurring after the most recent Adjustment Date. This calculation shall be repeated after each Adjustment Date. If there are no qualifying sales from which a new adjusted base price can be determined, then the most recent per acre taxation reimbursement amount paid under this agreement for the same type of property (improved or unimproved) shall apply. In no event shall the amount of the Taxation Reimbursement for unimproved land fall below \$250 or below \$300 for improved land after each adjustment period.
 - iv. Example: For an annexation which occurs on or after January 1, 2012, the Township would obtain the average purchase price of the unimproved property that was sold and annexed to the City from Maple Lake Township within the five years prior to January 1, 2012. This average would then be compared to the Base Rate of \$5,950.00 for unimproved land. Assuming that the average acreage price meeting the criteria stated above for the years January 1, 2007 through December 31, 2011 is \$7,140 per acre, then the Adjusted Base Price would be \$7,140. \$7,140 divided by \$5,950 equals 1.2, which would be multiplied by \$250.00 to arrive at \$300.00, which would be the Annexation Reimbursement amount applicable to annexations which occur between January 1, 2012 and December 31, 2014.
- B. For all improved properties annexed into the City under this agreement after the date of this Agreement but before January 1, 2012, the Taxation Reimbursement is \$300.00 per acre of annexed land. "Improved land" for purposes of this Agreement shall mean any parcel of property of forty acres or less which contains a residence, or a parcel of land of ten acres or less which contains a principal commercial or industrial structure.

All improved properties annexed after January 1, 2012 shall pay an adjusted fee based on application of the formula for unimproved property set forth above. In the example set forth in paragraph 7A iv, the \$300.00 per acre fee would be multiplied by 1.2 for a Taxation Reimbursement charge of \$360.00 per acre.

3. Paragraph 13.C.3. is amended to read as follows:

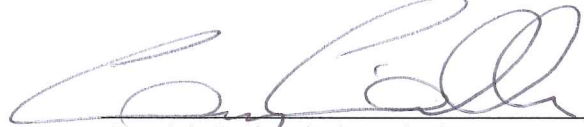
3. Construction of new buildings or expansion of existing buildings occurs on the property provided municipal services are readily available to the property at the time of construction;

4. Paragraph 17 is amended to read as follows:

17. Periodic Review. The City and Town mutually agree and state that a periodic review of this agreement is to be conducted every two years commencing January 1, 2012.

PASSED, ADOPTED AND APPROVED by the Maple Lake Town Board of Supervisors, Wright County, Minnesota this 18 day of JANUARY, 2011.

MAPLE LAKE TOWNSHIP



Gerald Geibenhain, Chair



Richard Hogan, Clerk

PASSED, ADOPTED AND APPROVED by the Maple Lake City Council, Wright County, Minnesota this 18 day of JANUARY 2011.

CITY OF MAPLE LAKE



M.P. O'Loughlin, Mayor



Linda E. Hruby, City Clerk

APR 11 2011

I, the undersigned, Richard Hogan, being duly qualified Clerk for the Town of Maple Lake, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. 2011-01 Authorizing Execution of a Joint Resolution to amend the Orderly Annexation Agreement between the Town of Maple Lake and the City of Maple Lake, Minnesota accepted by Municipal Boundary Adjustments on December 15, 2006 as Docket Number OA-1289, 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 Maple Lake Township and the seal of the Town of Maple Lake this 18 day of JANUARY 2011.



Richard Hogan

Town Clerk

Town of Maple Lake, Minnesota

I, the undersigned, Linda E. Hruby, being duly qualified and Administrator of the City of Maple Lake, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. R2011-02 Authorizing Execution of a Joint Resolution to amend the Orderly Annexation Agreement between the Town of Maple Lake and the City of Maple Lake, Minnesota accepted by Municipal Boundary Adjustments on December 15, 2006 as Docket Number OA-1289, 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 Clerk and the corporate seal of the City this 18 day of JANUARY 2011.



Linda E. Hruby

City Clerk

City of Maple Lake, Minnesota

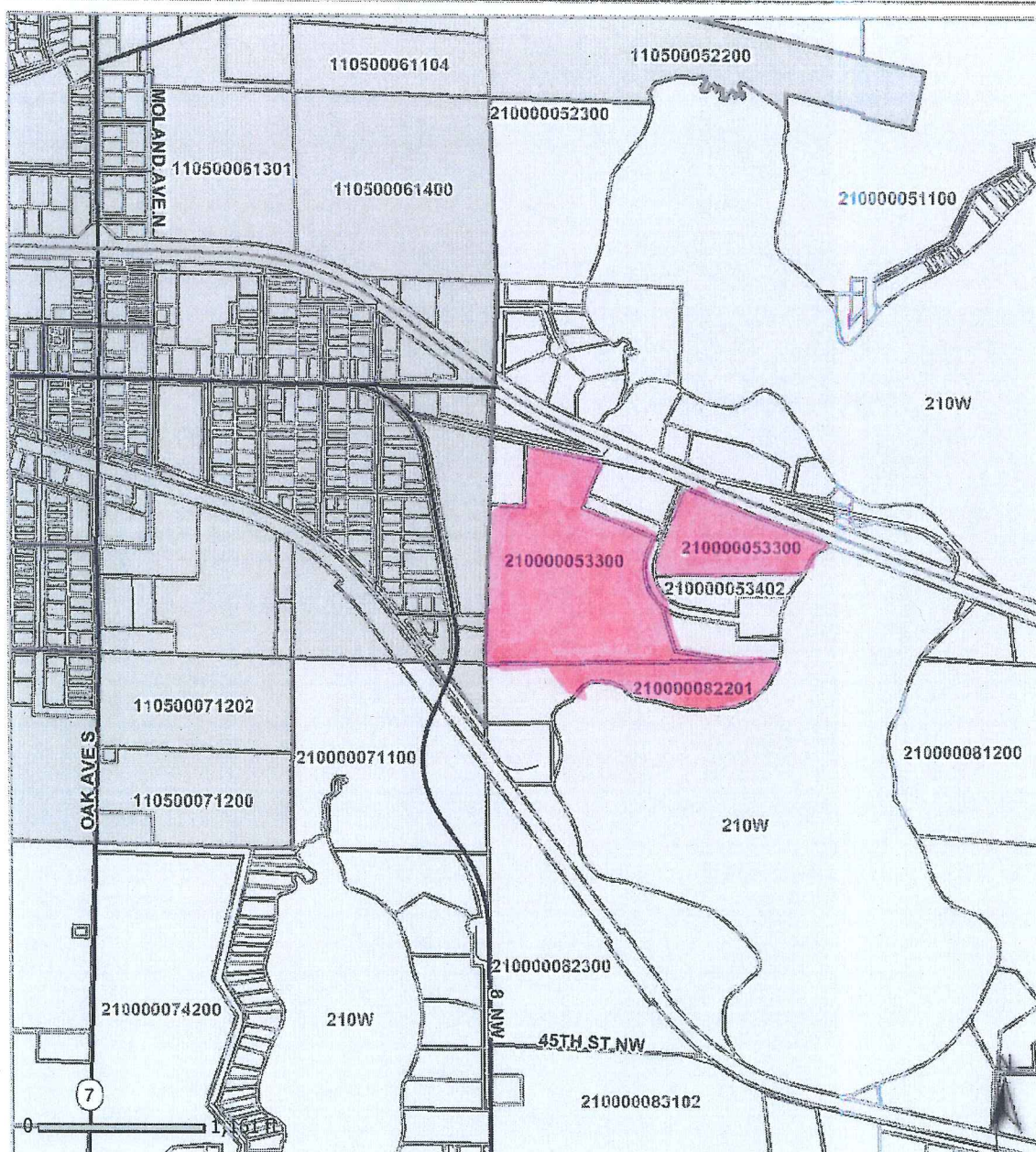
EXHIBIT A

That part of Government Lot 5, Section 5, Township 120, Range 26, Wright County, Minnesota, that lies southerly of the southerly Right-of-Way line of Minnesota State Highway No. 55.

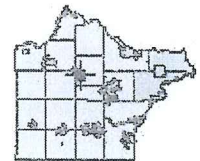
EXCEPT THEREFROM:

That part of the south 595.77 feet of the Southwest Quarter of the Southwest Quarter as measured at right angles to the south line thereof, and that part of the south 595.77 feet Government Lot 5, as measured at right angles to the south line thereof, all in Section 5, Township 120, Range 26, Wright County, Minnesota, which lies northerly and easterly of the following described line: Beginning at a point on the south line of said Government Lot 5, distant 1762.12 feet easterly from the southwest corner of said Southwest Quarter of the Southwest Quarter; thence North 81 degrees 15 minutes 22 seconds West, assuming the south line of said Southwest Quarter of the Southwest Quarter bears North 88 degrees 07 minutes 19 seconds East, a distance of 439.57 feet; thence North 16 degrees 13 minutes 32 seconds West a distance of 531.13 feet to the north line of said south 595.77 feet and said line there terminating.

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






Overview



Legend

City/Township
Limits

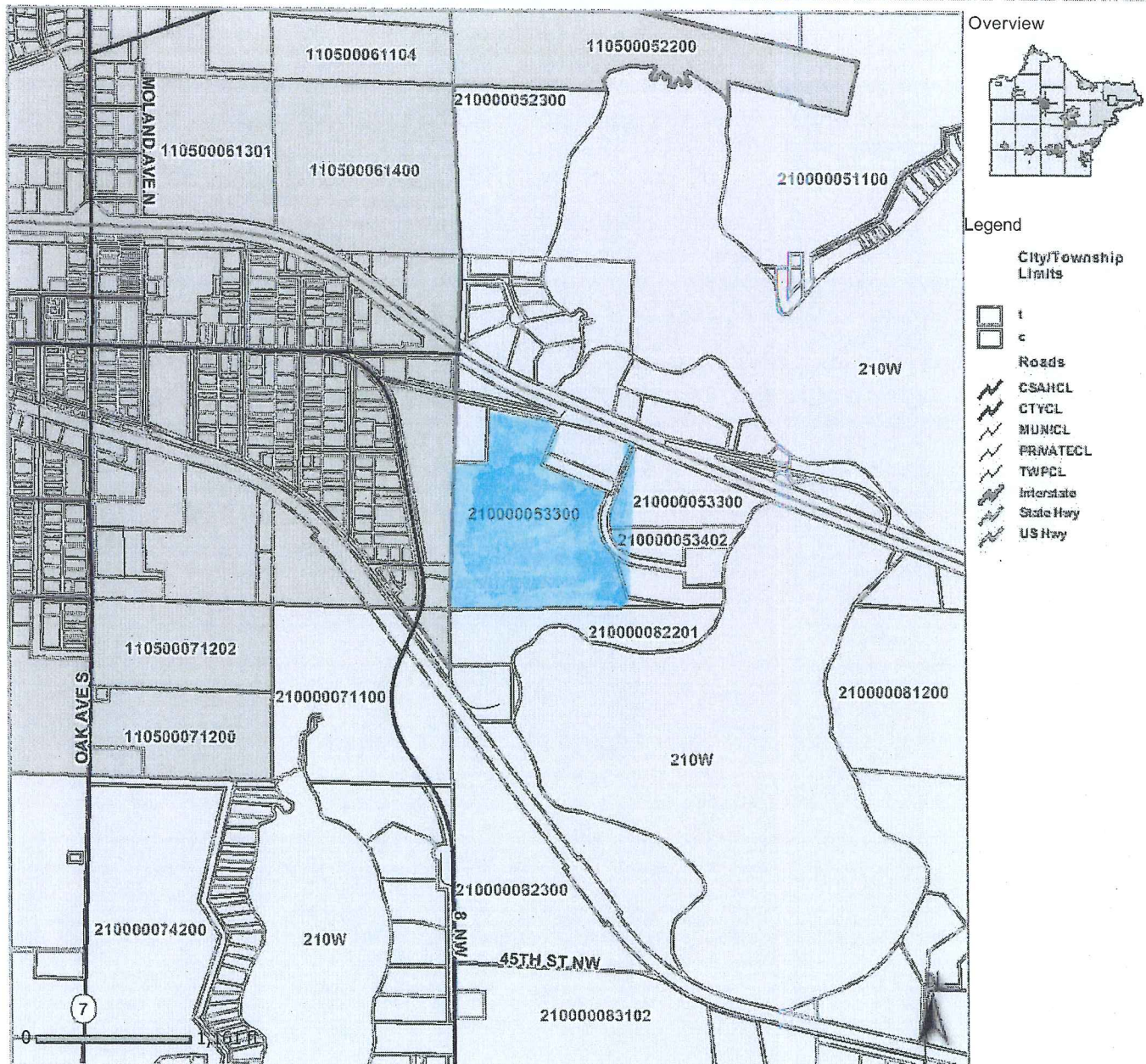
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Wright County, MN

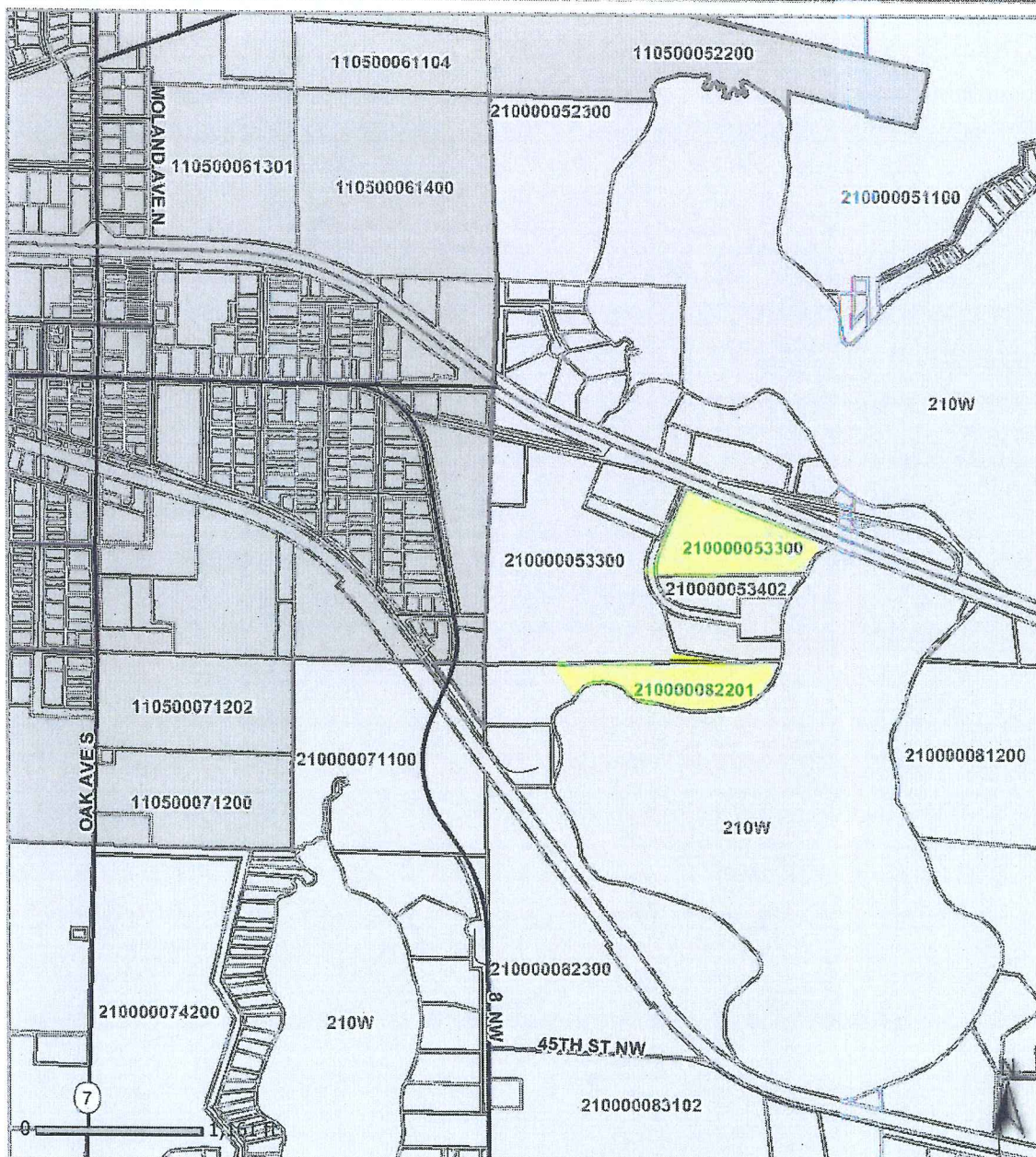
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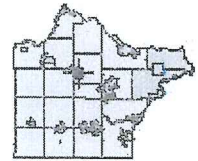
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Overview



Legend

City/Township
Limits

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- Roads**
-  CSAHCL
-  CTVCL
-  MUNICL
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