

MAY 14 2007

**JOINT RESOLUTION
FOR ORDERLY ANNEXATION BY AND BETWEEN DETROIT TOWNSHIP AND THE CITY OF
DETROIT LAKES**

(RICHWOOD ROAD/TOWER ROAD AREA)

WHEREAS, Detroit Township and the City of Detroit Lakes have been working toward settlement of annexation issues and have reached a settlement agreement believed to be in the mutual best interests of both parties; and

WHEREAS, Detroit Township and the City of Detroit Lakes agree that orderly annexation and extension of municipal services is in the best interest of both communities in order to meet the current and future needs of commercial, residential and other properties located in the areas legally described in this Joint Resolution; and

WHEREAS, Detroit Township and the City of Detroit Lakes agree that orderly annexation and extension of municipal services will promote the public health, safety, and welfare of community; and

WHEREAS, Detroit Township and the City of Detroit Lakes desire to accomplish the orderly annexation of, and the extension of municipal sanitary sewer and water services into the areas legally described in this Joint Resolution in a mutually acceptable manner.

NOW, THEREFORE, BE IT RESOLVED by the City of Detroit Lakes (City), Becker County, Minnesota and Detroit Township (Township), Becker County, Minnesota as follows;

- 1) Designation of Orderly Annexation Area The City and Township hereby designates the following area as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325, and in accordance with the terms and conditions of this Joint Resolution:

ALL OF GOVERNMENT LOTS 1, 2, 3, & 7 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ AND THE NORTHWEST ¼ OF THE NORTHEAST ¼ IN SECTION 22, TOWNSHIP 139 N RANGE 41 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN BECKER COUNTY, AND

ADDITIONAL RIGHT OF WAY OF NORTH TOWER ROAD LOCATED IN SECTION 15, TOWNSHIP 139N RANGE 41 W OF THE FIFTH PRINCIPAL MERIDIAN IN BECKER COUNTY.

For reference, a map of this area is attached as Exhibit I.

- 2) Orderly Annexation This area is designated for immediate orderly annexation and service extension.
 - a. Acreage Of Area The area contains approximately 226.04 acres
 - b. Population of Area I. The residential population of the area is 12 people.
 - c. Timing of orderly annexation of Area. The area shall be annexed to the City immediately following the execution of this Joint Resolution.
 - d. No Hearing Required. The City and Township agree that no alteration of the stated boundaries as described herein is appropriate, that no consideration by Minnesota Municipal Boundary Adjustments is necessary, and that all terms and conditions for annexation of the area are provided for in this Joint Resolution. Pursuant to Minnesota Statutes, Section 414.0325, upon receipt of this Joint Resolution, Minnesota Municipal Boundary Adjustments may review and comment, but shall within thirty (30) days of receipt, order the annexation of the area in accordance with the terms and conditions contained in this Joint Resolution.
 - e. Provision of Services. After annexation of the area occurs, pursuant to the terms of this Joint Resolution, the City shall be responsible for providing municipal governmental services thereto.
 - f. Provision of Municipal Sewer and Water Services. After annexation of the area pursuant to the terms of this Joint Resolution, the City shall exercise its best efforts to move forward with installing and providing municipal sewer and water services to the properties within the area as soon as such extension is practicable.
 - g. Assessments for Costs Of Extending Services. It is a material condition of this Agreement that the property owners within the area be fairly assessed for the costs of providing sanitary sewer and water services into said area.
 - h. Assessments for Costs of Road Improvements. That portion of the costs of any road improvements within the area which would normally be assessed to property owners, shall only be assessed against those properties which abut and adjoin the improved roadway.
- 3) Tax Levy. The property taxes payable in the areas annexed to the City in accordance with this Joint Resolution shall be paid to the City starting in the year following that in which the annexation occurs, provided that said annexation becomes effective before August 1st of said year, and that the City shall levy on the annexed area for that levy year.
- 4) Property Tax Reimbursement. The City will reimburse the township for property taxes at 100% of the 2007 property taxes for 2008, 2009, 2010 and 2011. The City reserves the right to make a lump sum payment of the entire reimbursement in January of 2008.
- 5) Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

- 6) Modification/Amendment. 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 Minnesota Planning or its successors.
- 7) Term. This Joint Resolution shall be in full force and effect as provided herein. This Joint Resolution shall be filed by the City with the Minnesota Municipal Boundary Adjustments Office after adoption by the parties.
- 8) 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.
- 9) Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
- 10) Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future exhibits and attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be finding upon and inure to the benefit of the respective successors and assigns of the City and Township.
- 11) Disputes and Remedies. The City and Township agree as follows:
 - a) Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the Township will direct staff members as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiations.
 - b) Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to 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 binding arbitration, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for 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.

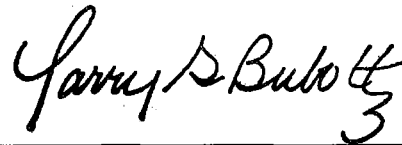
- 12) Notice. Any notices required under the provisions of this Joint Resolution shall be in writing, and deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

If to the City:
City Administrator
City of Detroit Lakes
PO Box 647
Detroit Lakes, MN 56502

If to the Township:
Town Clerk
Detroit Township
23915 North Long Lake Road
Detroit Lakes, MN 56502

Passed and adopted this 8th day of May, 2007.

Approved this 8th day of May, 2007



Larry G. Buboltz, Mayor



Lynne Krieger, City Clerk

Passed and adopted and approved by the Township Board of Supervisors of Detroit Township, Becker County, Minnesota this _____ day of _____ 2007.

DETROIT TOWNSHIP

By: _____

Chair

STATE OF MINNESOTA
COUNTY OF BECKER
CITY OF DETROIT LAKES

} ss

ATTEST:

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the City Council of the City of Detroit Lakes, Minnesota, at a duly authorized meeting thereof held on the 08 day of May, 2007 as shown by the minutes of said meeting in my possession. I further certify that this resolution has not been rescinded or modified and is still in force and effect.

Dated this 12th day of May, 2007


Asst. City Administrator

Detroit
Township

RECEIVED BY
ADMIN

1/11/17 1:14 2017

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REC'D BY
ALM

MAY 1 2007

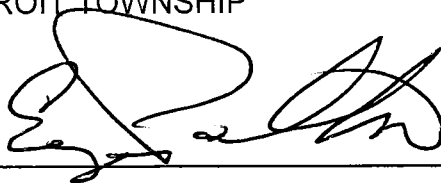
If to the City:
City Administrator
City of Detroit Lakes
PO Box 647
Detroit Lakes, MN 56502

If to the Township:
Town Clerk
Detroit Township
23915 North Long Lake Road
Detroit Lakes, MN 56502

Passed and adopted and approved by the Township Board of Supervisors of Detroit Township,
Becker County, Minnesota this 8 day of May 2007.

DETROIT TOWNSHIP

By:



Detroit Township, Chair

ATTEST:

Heidi De Martel

Detroit Township, Town Clerk

MAY-14-07 14:05

FROM-CITY OF DETROIT LAKES

218-847-8868

T-520 P.02/02 F-328

