

**JOINT RESOLUTION ESTABLISHING AN  
ORDERLY ANNEXATION AGREEMENT BETWEEN  
THE CITY OF RICHMOND AND WAKEFIELD TOWNSHIP**

**CITY OF RICHMOND RESOLUTION NO. 248-07  
WAKEFIELD TOWNSHIP RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Richmond ("City") and the Township of Wakefield ("Town"), both located entirely within Stearns County, in the State of Minnesota, desire to accommodate growth in a cooperative, planned, and orderly fashion;

**WHEREAS**, the respective governing bodies of the City and Town have expressed their desire to encourage future development of property near the City so as to promote the development of municipal services and urban growth as much as is practical, while encouraging the retention of property in agricultural use and increasing the longevity of existing rural residential lifestyles;

**WHEREAS**, this joint resolution creating an orderly annexation agreement ("Agreement") is beneficial to all parties to promote orderly planning, the orderly transition of government within the area proposed to be annexed, and establishes the conditions under which such annexation shall take place;

**WHEREAS**, all of the owners of the property within the area proposed to be annexed have requested the annexation of their property into the City; and

**WHEREAS**, the City and Town jointly request the annexation of the land described herein into the City.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual terms and conditions that follow the City and Town hereby enter into this Agreement to provide for the orderly annexation of the property herein described into the City upon the following terms and conditions:


1. Designated Area. The unincorporated property designated for immediate annexation by this Agreement, and subject to its terms and conditions, is legally described in Exhibit A attached hereto, and is further described as that area set forth in the map attached hereto as Exhibit B ("Designated Area").
2. Municipal Boundary Adjustments Unit. Upon approval by the respective governing bodies of the City and Town, this Agreement shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary Adjustment Unit, or any successor state official, office, or department, (hereinafter collectively the "Director") to accomplish said annexation in accordance with the terms of this Agreement.

3. Review and Comment by the Director. The City and Town mutually agree and state that this Agreement sets forth all the conditions for annexation and that no consideration by the Director is necessary for annexations to occur within the Designated Area in accordance with this Agreement. Additionally, no alteration of the boundaries by the Director is appropriate. The Director may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this Agreement.
4. Binding Contract. This Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Designated Area.
5. Effective Date/Applicability. This Agreement is effective on the date it is adopted by either the City or Town, whichever was the last to act on this resolution. The annexation provided for by this Agreement shall be effective upon the issuance of the order by the Director. The provisions of this Agreement shall be binding unless otherwise modified by a joint resolution of both the City and Town. This Agreement is only meant to apply to the Designated Area and not to any other property or area within the Town.
7. Reasons for the Annexation. The reasons for the annexation of the Designated Area include the City and Town's collective determination that: the Designated Area is now, or is about to become, urban or suburban in character; the City can more readily provide the types and level of services desired within the Designated Area; the type of the development proposed for the Designated Area is more consistent with development within the City; and that the annexation would be in the best interest of the property owners, the City, and the Town.
8. Property Taxes and Reimbursements. Unless otherwise agreed, to allow the Township to be reimbursed for the permanent loss of taxable property from Township tax rolls for property in the OAA, Aho Construction, Inc., the property owner of the land being annexed pursuant to this agreement agrees that it will reimburse the Township in the amount of \$27,324.00 (\$200 per acre x 136.62 acres) (Non-taxable property is not subject to tax reimbursement.)
9. Authorization. The appropriate officers of the City and Town are hereby authorized to carry the terms Of this Agreement into effect.
10. Entire Agreement. The terms, covenants, conditions, and provisions of this Agreement, including the Exhibit A and Exhibit B which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties and supersedes all prior agreements and negotiations regarding annexation of property within the Designated Area between the parties.
11. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.

12. Severability. The provisions of this Agreement are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, unenforceable, or otherwise void, the remaining provisions will remain in full force and effect.
13. Headings. Headings are included solely for the purpose of reference and shall not be interpreted as a substantive provision of this Resolution.
14. Withdrawal of Petition. The Petitioner Aho Construction, Inc. agrees to withdraw its pending annexation petition, A-7517 Richmond/Wakefield Township, as soon as practicable after execution and filing of this Joint Resolution with the State.
15. Long-term Orderly Annexation Agreement. The City and Township agree that the parties would benefit from continuing discussion of a long-term orderly annexation agreement between the City, Wakefield Township and Munson Township. The Parties respective attorneys and Mayor and Town Board Chairs, or other designees, shall meet at least one time in January, 2008 to define the remaining issues and the attorneys shall report to a joint meeting of the Wakefield Town Board, Munson Town Board and the Richmond City Council no later than the end of February, 2008.

Approved this 15th day of November, 2007, by the City of Richmond.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Administrator

Approved this 15 day of November, 2007, by Wakefield Township.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk

REC'D BY  
MAM

NOV 30 2007

Approved this 15<sup>th</sup> day of Nov, 2007, by Aho Construction, Inc.



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Melvin S. Aho, President  
Aho Construction, Inc.

REC'D BY  
M M B

NOV 30 2007

Exhibit A

REC'D BY  
M M B

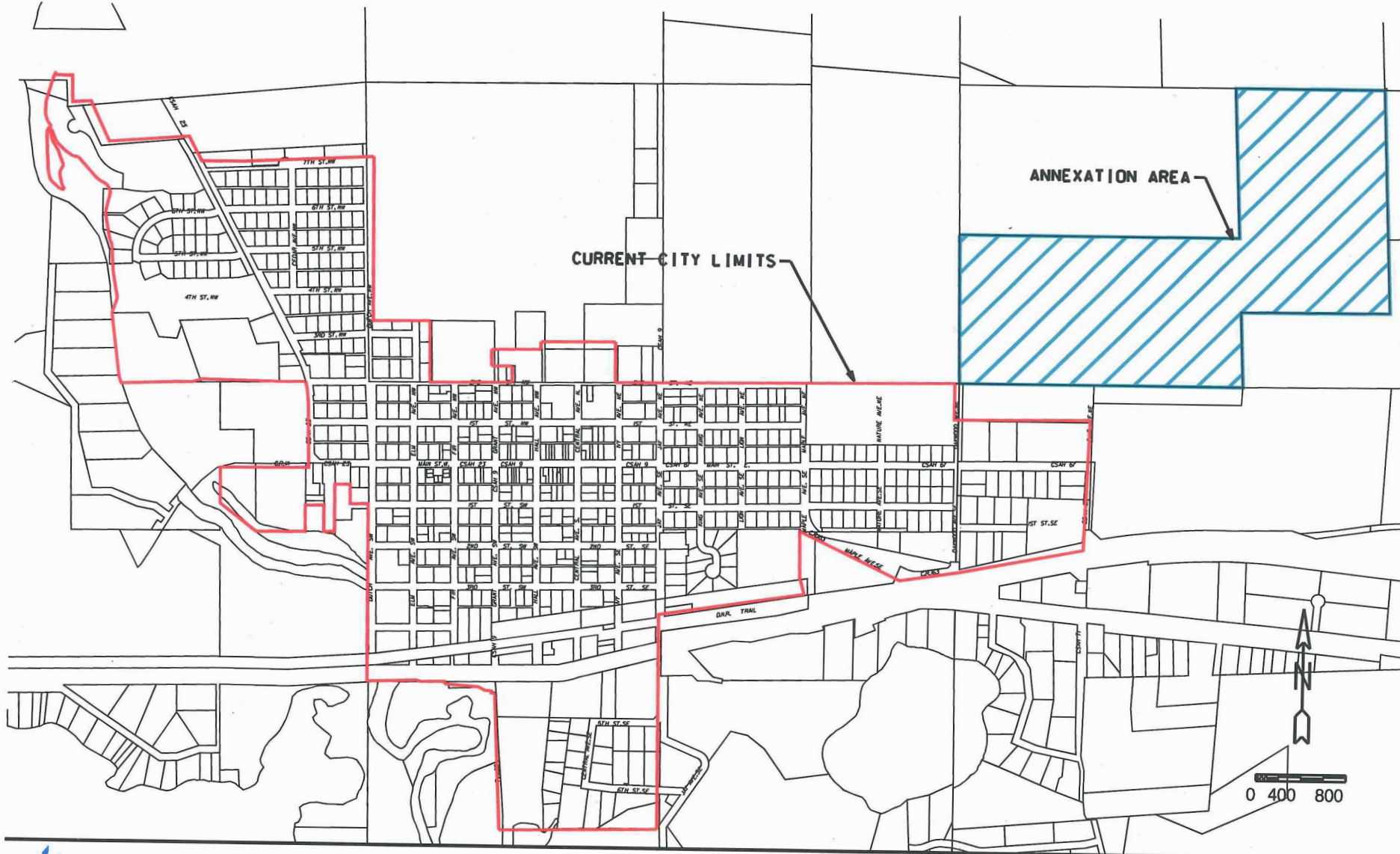
JAN 18 2007

Legal Description of Property to be Annexed:

The South Half of the Southwest Quarter and the North Three-Quarter of the West Half  
of the Southeast Quarter, Section 18, Township 123, Range 30, Stearns County,  
Minnesota

And

The North One-eighth of the Northeast Quarter of the Northwest Quarter of Section 19,  
Township 123, Range 30, Stearns County, Minnesota



REC'D BY  
MAMB  
NOV 30 2007