

**JOINT ANNEXATION AGREEMENT AND
RESOLUTION FOR ANNEXATION BETWEEN**

WELLS TOWNSHIP AND THE CITY OF FARIBAULT

TOWN OF WELLS RESOLUTION NO. 2006-10

CITY OF FARIBAULT RESOLUTION NO. 2006-51

MUNICIPAL BOUNDARY ADJUSTMENTS RESOLUTION NO. _____

WHEREAS, the City of Faribault (hereinafter referred to as the "City") and the Township of Wells (hereinafter referred to as the "Township"), both located entirely within Rice 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 Township Board and City Council have expressed their desire to encourage future development of land 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 land in agricultural use and increasing the longevity of existing rural residential lifestyles; and

WHEREAS, a joint annexation agreement 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; and

WHEREAS, property owners within the Township have requested the annexation of the property owners' land into the City; and

WHEREAS, the City and Township 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 that the City and Township enter into this Joint Annexation Agreement and Resolution for Annexation (hereinafter referred to as the "Joint Resolution", "Joint Resolution and Agreement" or "Agreement") and that the property herein described is proposed to be annexed by the City and shall be annexed subject to the following terms and conditions:

Section I - Administration

1. **Minnesota Municipal Board Jurisdiction.** Upon approval by the Township Board and the City Council, this Joint Resolution shall confer jurisdiction upon the Minnesota Department of Administration, Office of Strategic and Long-Range Planning, Municipal Boundary Adjustments (hereinafter referred to as the "Municipal Adjustments") so as to accomplish said annexation in accordance with the terms of this Joint Resolution. This

function is currently the responsibility of Municipal Adjustments. If upon dissolution of Municipal Adjustments, jurisdiction shall be conferred upon the board or entity so designated by State Statute.

2. Review and Comment by the Municipal Adjustments. The Township and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation and that no consideration by Municipal Adjustments is necessary for individual annexations which occur in accordance with this agreement. Municipal Adjustments may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.
3. Authorization. The applicable legislative bodies of the Township and City, as well as Municipal Adjustments, are hereby authorized to carry the terms of this Joint Resolution into effect.
4. Severability and Repealer. A determination that a provision of this Joint Resolution is unlawful or enforceable shall not effect the validity or enforceability of the other provisions herein. 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.
5. State Statute. The terms and conditions of this Agreement are created as an addition or compliment to the requirements for annexation required by law. The language contained herein shall in no way be deemed to circumvent or reduce requirements established by law. If changes to State Statute are enacted during the duration of this agreement that are more restrictive or otherwise negate the provisions herein, the State Statute shall rule.
6. Effective Date/Applicability. This Joint Resolution shall be effective upon adoption by the legislative bodies of the Township and City and approved by the Municipal Adjustments. The provisions of this Agreement shall be binding unless otherwise modified by a joint resolution of both the Township and the City.

Section II - Initiation of Annexation, Petition; Findings

1. Property Subject to Annexation. The land in the Township subject to annexation in accordance with this resolution and agreement and pursuant to State Statute, subject to the provisions contained herein, is as follows: Exhibits A-1, A-2, and A-3.

(hereinafter referred to as the "OAA", "Orderly Annexation Area" or "Property"). This Agreement is only meant to apply to the Property as herein defined and not to any other parcels or land or area of the Township.
2. Property Owner Petition. The landowner, or combination of multiple landowners, of the Property adjacent to the municipal boundary of the City, have petitioned the City to annex the Property in accordance with this Agreement.

3. The City and Township determine and find that the Property:
 - a. is now, or is about to become, urban or suburban in character;
 - b. that municipal government in the area proposed for annexation is required to protect the public health, safety, and welfare; and
 - c. that the annexation would be in the best interest of the Property, the City and the Township.

Section III – Municipal Reimbursement

1. Municipal Reimbursement. The City and Township mutually agree and state that, pursuant to Minnesota Statutes 414.036, a reimbursement from the City to the Township shall occur for the taxes collect on land annexed into the City, according to the following conditions.

- A. Any and all property taxes collected from the annexed properties shall be the property of the City.
- B. The City hereby agrees to alleviate the financial impact on the Township for loss of tax revenue due to annexation of township land to the City. The City shall reimburse the Township by cash payments, based on assessed value of the annexed property as of January 2 of the year the parcel is annexed, according to the following schedule:

Year after actual annexation	Percent of value at annexation to be Reimbursed to the Township
Year 1	90%
2	70%
3	50%
4	30%
5	10%

- C. Cash payments to the Township shall be payable to the Township 60 days from the date the semi-annual tax settlement is received by the City. Cash payments not paid within the 60 day time period shall accrue interest at the rate of 12% per year.
- D. At the sixth year and every year thereafter, all pertinent tax revenues will be the property of the City.

Section IV - Miscellaneous Terms and Conditions.

1. Notices. Any notices required under the provision of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, as follows:

If to the City: City of Faribault
 208 NW 1st Avenue
 Faribault, MN 55021-5105
 ATTN: City Administrator

If to the Township: Marlene Pohl
 Clerk, Wells Township
 15687 Dover Trail
 Faribault, MN 55021

2. Authorization. The appropriate officers of the City and Town are hereby authorized to carry the terms of this Joint Resolution into effect.
3. Roads.
 - A. If use of the Township's roads during construction of buildings on the annexed property is unavoidable or deemed appropriate by the Township, the City shall require that the Contractor maintain any Township roads used during construction including, but not limited to, dust control coating, grading, and repair of any damage caused when construction traffic uses Township roads.
 - B. The City will own and maintain, at its sole expense, all of Belview Avenue from County Road #11 north to the northerly edge of the Property subject to this annexation.
 - C. The City and Township recognize that the City's proposed development plans call for utilizing Belview Avenue and Belview Trail as a collector roads for traffic. The City and Township anticipate that Belview Avenue and Belview Trail will experience an increase in traffic as a result of the development within the City with a corresponding increase in the maintenance cost of Belview Avenue and Belview Trail to the Township. The City and Township agree that the City shall share in the Township's annual cost of maintaining Belview Avenue and Belview Trail such that the City pays a portion of the maintenance costs incurred by Wells Township equal to the increase in total average daily vehicle trips on Belview Avenue and Belview Trail compared to the average daily vehicle trips as shown on the traffic count to be conducted by the City and Township in 2006 divided by the total average daily vehicle trips on Belview Avenue and Belview Trail. For example, if the average daily vehicle trips on Belview Avenue and Belview Trail based on the 2006 traffic count is 669 and 736 after annexation of the property by the City, the City's share of the Township's annual cost of maintenance of

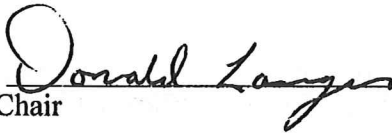
Belview Avenue and Belview Trail would be 11% and the Township's share would be 89%. Unless otherwise agreed to by the City and Township, the amount of the City's contribution to the Township's annual maintenance costs for Belview Avenue and Belview Trail shall be reviewed and adjusted on January 1st of each year based upon a new traffic count.


- D. The City further agrees to allow the Township's maintenance vehicles to access the City's property for a "turn around area" during the Township's maintenance of Belview Avenue and Belview Trail.
 - E. For all properties annexed under this Agreement, the City shall require that prior to construction of the properties annexed pursuant to this Agreement, including, but not limited to the proposed Public Works Building, that the City will initiate a preconstruction meeting between the Township, the City and the Contractor to identify the roads to be used during construction.
 - F. It is the intent of the parties, if possible, to avoid the use of gravel roads during construction.
 - G. The Contractor shall warrant to the Township for a period of two years from the date the Township accepts the finished repairs to any Township roads repaired under the terms of this Agreement that all such repairs have been constructed to Township standards and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship.
 - H. At the preconstruction meeting, the City, the Township and the Contractor will assess and determine the existing condition of potentially impacted Township roads in order to establish a baseline for possible repairs that may result from construction activity with respect to the development. For paved roads, the Contractor is required to repair that damage to a Township road caused by the Contractor. For gravel roads, the Contractor is required to restore the gravel road to Township standards for that portion of the road damaged by the Contractor.
4. Assessment and Connection Policy. With respect to road, sewer and water improvements to be constructed to service the properties within the OAA, the City may impose non-standard connection charges as permitted by law on properties currently within the Township's boundary that are to become due and payable at such time as the properties are: 1) annexed to the City, and 2) connected to municipal water or sewer service. The City may require that benefiting properties currently within the Township pay their properties' proportionate share of such improvements as a condition of annexation to the City. Additionally, upon annexation, the City may impose charges related to the construction and maintenance of its storm water system only if properties collect and forward collected water to the City's storm water system (not including storm water utility fees). The City reserves the right to enter into development agreements with the developers of any specific parcels of property within the Orderly Annexation Area that

vary from the terms of this paragraph with respect to such parcel.

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. 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 respective successors and assigns of the City and Township.

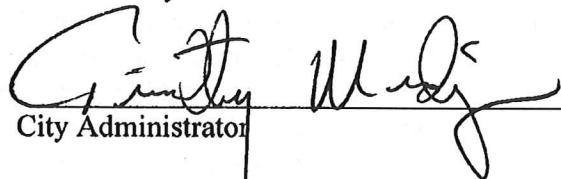
Approved this 19th day of April, 2006 by the Township of Wells.


Chair


Clerk

Approved this 28th day of March, 2006 by the City of Faribault.


Chair of City Council


City Administrator

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EXHIBIT A-1

REC'D BY
M M R

APR 27 2006

DESCRIPTION
IN SE¼ SECTION 26-T110N-R21W
RICE COUNTY, MN

Krenske Property

All that part of the SE¼ Section 26-T110N-R21W, Rice County, Minnesota; described as follows:

Commencing at W¼ corner of said Section 26; thence South 63°51'27" East a distance of 2947.86 feet (Basis of Bearing: Rice County Coordinate System, NAD 83, HARN 96 Adjustment), to a point on the north-south ¼ line of said Section 26, which point is the point of beginning;

thence North 89°38'34" East a distance of 290.02 feet;

thence North 84°24'05" East a distance of 427.58 feet, to a point on the west right-of-way line of Bellview Trail;

thence Southerly a distance of 360.77 feet, on the west right-of-way line of said Bellview Trail, and on a nontangential curve concave to the west with a central angle of 05°12'38", a radius of 3967.00 feet and a chord bearing of South 07°58'40" West;

thence South 10°34'59" West a distance of 169.46 feet, on the west right-of-way line of said Bellview Trail, to a point on the centerline of County State Aid Highway No. 11;

thence Westerly a distance of 204.99 feet, on the centerline of said County State Aid Highway No. 11, and on a nontangential curve concave to the south with a central angle of 02°00'52", a radius of 5830.59 feet and a chord bearing of North 88°02'45" West;

thence North 89°03'11" West a distance of 426.67 feet, on the centerline of said County State Aid Highway No. 11, to a point on the west line of said SE¼;

thence North 00°21'26" West a distance of 466.18 feet, on the west line of said SE¼, to the point of beginning;

subject to highway easement on the south and east sides thereof;

also subject to Telecommunication Easements granted to Midwest Wireless Communications L.L.C. by Kevin and Julie Krenske executed on July 11, 2001.

EXHIBIT A-2

REC'D BY
MMB

APR 27 2006

DESCRIPTION
IN SE¼ SECTION 26-T110N-R21W
RICE COUNTY, MN

Krenske Property

All that part of the SE¼ Section 26-T110N-R21W, Rice County, Minnesota; described as follows:

Commencing at the W¼ corner of said Section 26; thence South 63°51'27" East a distance of 2947.86 feet (Basis of Bearing: Rice County Coordinate System, NAD 83, HARN 96 Adjustment), to a point on the north-south ¼ line of said Section 26, which point is the point of beginning;

thence North 89°38'34" East a distance of 290.02 feet;

thence North 84°24'05" East a distance of 427.58 feet, to a point on the west line of Bellview Trail;

thence Southerly a distance of 360.77 feet, on the west line of said Bellview Trail, on a nontangential curve concave to the west with a central angle of 05°12'38", a radius of 3967.00 feet and a chord bearing of South 07°58'40" West;

thence South 10°34'59" West a distance of 169.46 feet, on the west line of said Bellview Trail, to a point on the centerline of County State Aid Highway No. 11;

thence Easterly a distance of 137.38 feet, on the centerline of said County State Aid Highway No. 11, on a nontangential curve concave to the south with a central angle of 01°21'00", a radius of 5830.59 feet and a chord bearing of South 86°21'49" East, to a point on the west right-of-way line of Interstate Highway No. 35;

thence on the west right-of-way line of said Interstate Highway No. 35, as follows:

North 04°51'48" West a distance of 379.55 feet;

Northerly a distance of 620.65 feet, on a nontangential curve concave to the east with a central angle of 01°32'34", a radius of 23048.39 feet and a chord bearing of North 01°22'45" East;

North 02°09'02" East a distance of 586.07 feet;

North 10°16'50" East a distance of 219.44 feet, to a point on the north line of said SE¼;

thence South 89°47'38" West a distance of 823.57 feet, on the north line of said SE¼, to the northwest corner thereof;

thence South 00°21'26" East a distance of 1308.36 feet, on the west line of said SE¼, to the point of beginning;

subject to highway easement on the east and southerly-most sides thereof.

REC'D BY
MMB

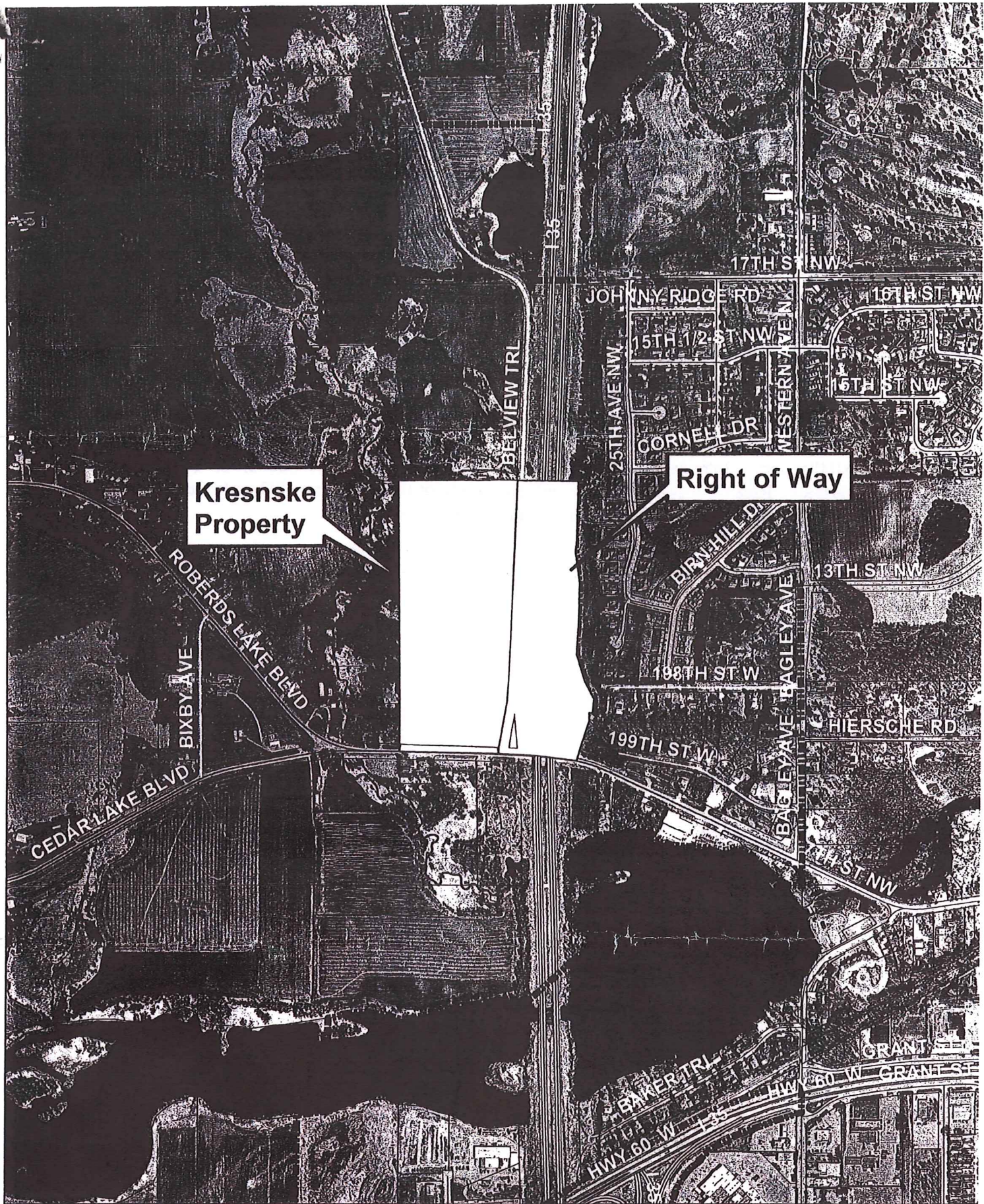
APR 27 2006

EXHIBIT A-3

REVISED
ANNEXATION DESCRIPTION
IN SE $\frac{1}{4}$ SECTION 26-T110N-R21W
FARIBAULT, RICE COUNTY, MN

CITY OF FARIBAULT

All that part of Interstate Highway No. 35 right-of-way in the SE $\frac{1}{4}$ Section 26-T110N-R21W, Faribault, Rice County, Minnesota; which is north of the centerline of County State Aid Highway No. 11 and south of the north line of said SE $\frac{1}{4}$.



**Kresnske
Property**

Right of Way



Kresnske Annexation General Location Map

1 inch equals 800 feet

A GIS Map by the City of Faribau
Planning & Zoning Department

REC'D BY
M M B

APR 27 2006



Krenske
Property

17TH ST NW

25TH AVE NW
15TH 1/2 ST NW

CARRIAGE CIR

24TH AVE NW

23RD AVE NW

WESTERN AVE N

22ND AVE NW

BELVIEW TRL

I 35

CORNELL DR

CARRIAGE HILLS DR

BIRN-HILL DR

WEST HILL ST

BIRN-HILL DR

198TH ST W

BAGLEY AVE

CSAH 11

199TH ST W

ROBERDS LAKE BLVD

BAGLEY AVE



LOCATION MAP

1 inch equals 500 feet

A GIS Map by the City of Faribault
Planning & Zoning Department

REC'D BY
MAM

APR 27 2006

