

**CITY OF RICE LAKE
RESOLUTION NO. 23-01**

**TOWNSHIP OF CANOSIA
RESOLUTION NO. 2023-02**

**JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN
THE TOWN OF CANOSIA AND THE CITY OF RICE LAKE**

WHEREAS, the City of Rice Lake (hereinafter referred to as the “City”) and the Township of Canosia (hereinafter referred to as the “Town” or “Township”), both located entirely within St. Louis County, in the State of Minnesota, desire to accommodate growth in the most orderly fashion; and

WHEREAS, the Town Board and City Council have expressed their desire to encourage future development of selected properties near the City so as to avail such development of municipal services as much as is practical; 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; and

WHEREAS, the City and Town have published a notice of intent to designate the property that is the subject of this agreement as part an orderly annexation agreement in the Proctor Journal, a newspaper of general circulation in both the City of Rice Lake and Canosia Township, on December 22, 2022.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions that follow, the City and Town enter into this Joint Resolution for Orderly Annexation (sometimes hereinafter referred to as the “Agreement”) and the property herein described is proposed to be annexed by the City and shall be annexed subject to the following terms and conditions:

1. **Annexation of Property.**

The Township and the City hereby agree that the property described on the attached **Exhibit A** (hereafter, “Property”) shall be designated for orderly annexation and shall be immediately annexed from the Township to the City pursuant to Minnesota Statutes Section 414.0325. The City and Township agree that the Property to be annexed consists of approximately 397.19 acres and contains zero residents.

A boundary map showing the Property legally described above with hatching is attached hereto as **Exhibit B** and incorporated herein by reference.

2. **Office of Administrative Hearings, Municipal Boundary Adjustments.**

Upon adoption by the Town Board and the City Council, this Agreement shall confer jurisdiction upon the State of Minnesota Office of Administrative Hearings, Municipal Boundary

Adjustments (hereinafter referred to as the “MBA”) or its successor pursuant to Minnesota Statutes.

3. **No Alterations of Boundaries.**

The Township and City mutually agree and state that the MBA may review and comment, but no alterations by the MBA of the stated boundaries of the area designated for orderly annexation is appropriate.

4. **Review and Comment by Municipal Boundary Adjustments.**

The Township and City mutually agree and state that this Agreement sets forth all the conditions for annexation of the areas designated on **Exhibit A** and that no consideration by the MBA is necessary. The Office of Administrative Hearings, Municipal Boundary Adjustments, may review and comment, but shall, within 30 days of receipt of this resolution, order the annexation in accordance with the terms of this Resolution.

5. **Tax Reimbursement.**

- a. To reimburse the Township for the permanent loss of property that may otherwise generate taxes for the Township, the City agrees that it shall reimburse the Township for lost taxes, commencing for each parcel when such parcel is no longer tax exempt, and continuing for the time period and at the rates set out below:
 1. In the first year of property tax collections after the Property is no longer tax exempt, the City shall remit to the Township 50% of the City’s portion of the Property taxes as received by the County.
 2. In the second year of property tax collections after the Property is no longer tax exempt, the City shall remit to the Township 50% of the City’s portion of the Property taxes as received by the County.
 3. In the third year of property tax collections after the Property is no longer tax exempt, the City shall remit to the Township 50% of the City’s portion of the Property taxes as received by the County.
 4. In the fourth year of property tax collections after the Property is no longer tax exempt, the City shall remit to the Township 50% of the City’s portion of the Property taxes as received by the County.
 5. In the fifth year of property tax collections after the Property is no longer tax exempt, the City shall remit to the Township 50% of the City’s portion of the Property taxes as received by the County.
- b. Notwithstanding the provisions of paragraph 5.a. of this Agreement, in the event the City creates a tax increment financing district (“TIF”) which includes any part of the Property or grants an abatement of the taxes imposed by the City pursuant to Minn. Stat. § 469.1813 over any part of the Property, such that the some portion of the full

real estate taxes that would normally be received by the City from the Property are pledged to the developer of the Property, or to some other entity, or to pay bonds issued for public improvements, the tax reimbursements set forth in paragraph 5.a. of this Agreement shall not commence until such TIF or tax abatement has expired and the full amount of property taxes from the Property is available to be split evenly between the parties.

- c. No other tax reimbursement payments shall be owed by the City to the Township except as set forth in this paragraph 5.

6. **Procedures for Annexation.**

No further action by either the City or the Township need be taken to effect the annexation of the Property described on Exhibit A.

7. **Responsibility for Costs.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees or other costs or fees required by the State of Minnesota.

8. **Heading and Captions.** Headings and Captions are for convenience only and are not intended to alter any of the provisions of this Agreement.

9. **Notices.** Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. Mail, postage prepaid, to the Canosia Township Clerk and the Rice Lake City Clerk at their official addresses.

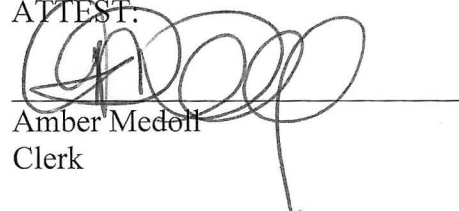
This Joint Resolution shall be effective upon approval by both the Canosia Township Board and the Rice Lake City Council.

APPROVED BY THE TOWNSHIP OF CANOSIA THIS 4th DAY OF JANUARY, 2023.



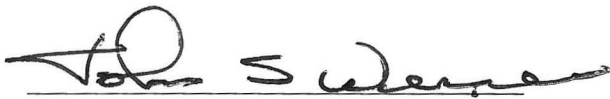
Kevin Connick
Chairman

ATTEST:



Amber Medoll
Clerk

APPROVED BY THE CITY OF RICE LAKE THIS 3rd DAY OF JANUARY, 2023.

A handwritten signature in black ink, appearing to read "John Werner", written over a horizontal line.

John Werner
Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Toni Blomdahl", written over a horizontal line.

Toni Blomdahl
City Clerk-Treasurer

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION AREA

The property to be annexed to the City of Rice Lake, Minnesota, includes all of the following described land located in St. Louis County, Minnesota:

The Northeast Quarter of Section 36, Township 51, Range 15 West of the Fourth Principal Meridian, but excepting therefrom that portion of a tract of land situated in in the Northeast Quarter of said Section 36, more specifically described as follows (hereafter, "Tract A"):

Beginning on the south line of said Section 36, 3,600 feet westerly of the southeast corner thereof; thence continuing westerly along said south line, 900 feet; thence northerly along a line parallel to the east line of said Section 36, 4,200 feet; thence easterly along a line parallel to the south line of said Section 36, 2,700 feet, more or less, to a line parallel to and 40 feet westerly of the centerline of existing access road; thence southwesterly along said parallel line, 900 feet, more or less, to a line parallel to and 3,300 feet north of the south line of said Section 36; thence westerly along said parallel line, 1,670 feet, more or less, to an intersection with a line extending northerly from the point of beginning and parallel to the east line of said Section 36; thence southerly along last described line, 3,300 feet, more or less, to the point of beginning, containing 122.62 acres, more or less.

AND

The Southeast Quarter of Section 36, Township 51, Range 15 West of the Fourth Principal Meridian, but excepting therefrom the easterly 300 feet of the southerly 1,780 feet of said Section 36.

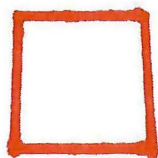
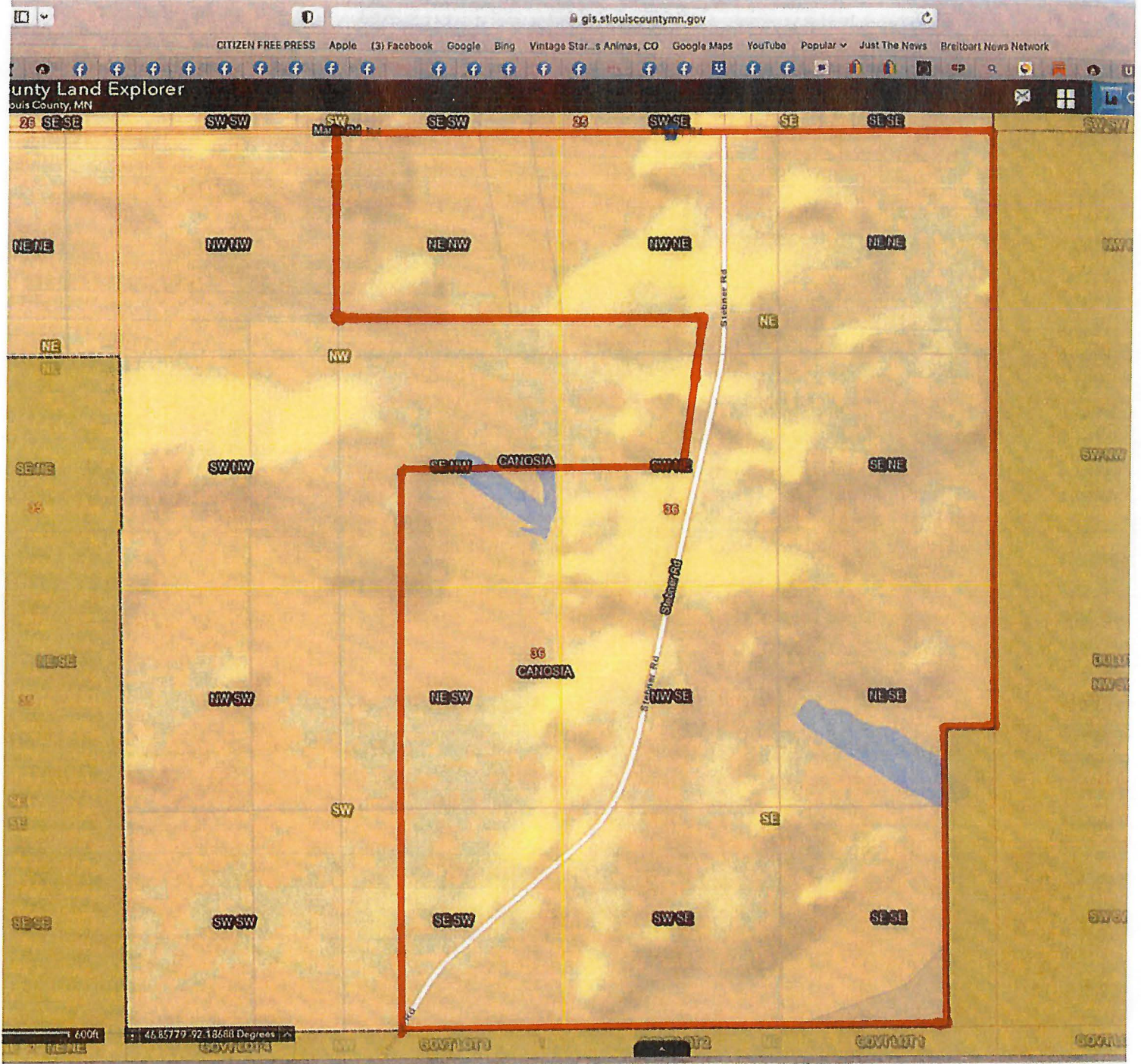
AND

The east half of the Southwest Quarter of Section 36, Township 51, Range 15 West of the Fourth Principal Meridian, but excepting therefrom that portion of said Tract A that is located in said Southwest Quarter of Section 36;

AND

The east half of the Northwest Quarter of Section 36, Township 51, Range 15 West of the Fourth Principal Meridian, but excepting therefrom that portion of said Tract A that is located in said Northwest Quarter of Section 36.

EXHIBIT B



Annexation Area

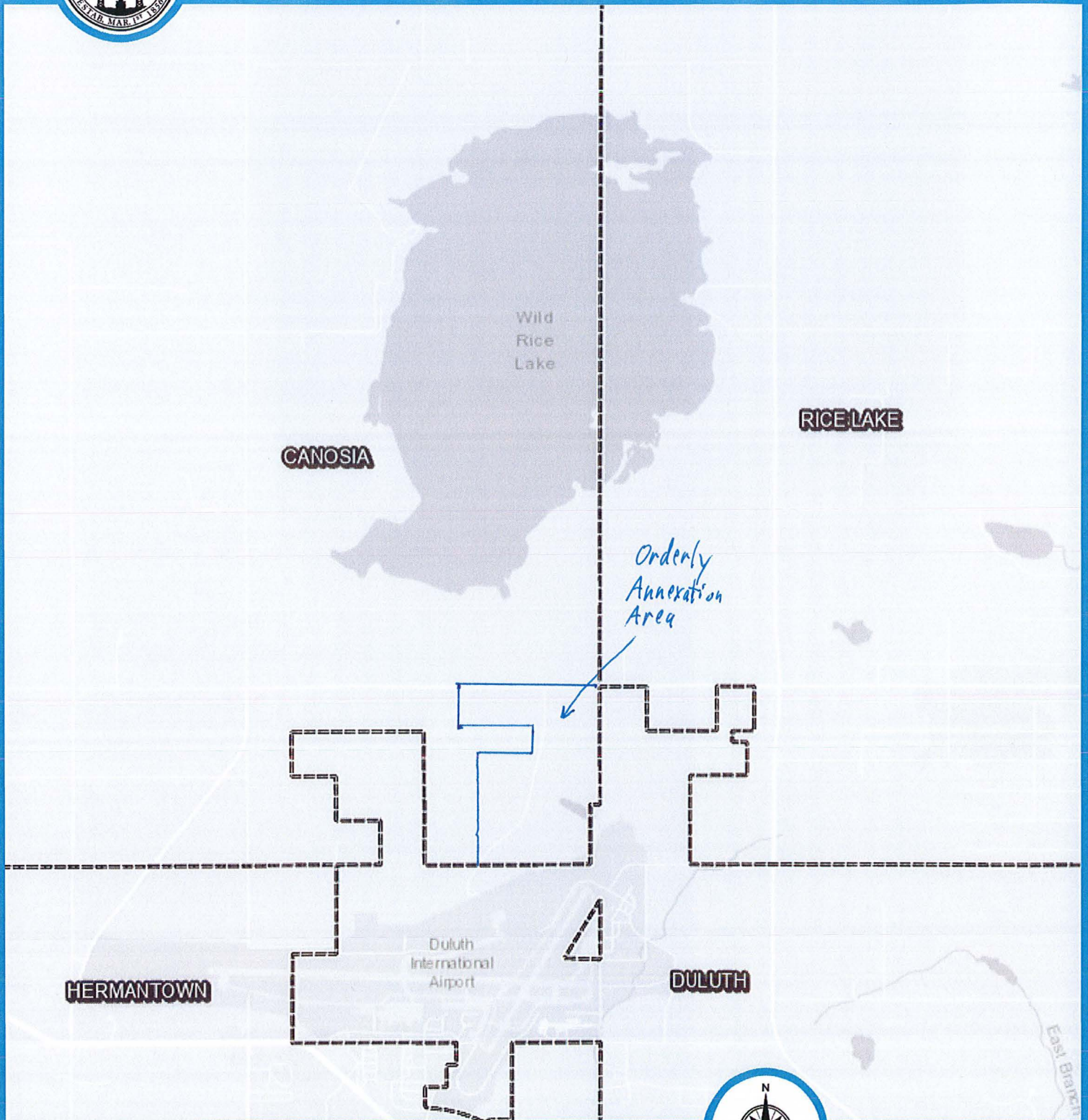


County Land Explorer

St. Louis County, Minnesota



St. Louis County MN



Title...



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

Disclaimer

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

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

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