

OCT 03 2006

Municipal Boundary Adjustments Docket No. \_\_\_\_\_  
City of Sauk Rapids Resolution No. 2006-75  
Town of Sauk Rapids Resolution No. \_\_\_\_\_

**JOINT RESOLUTION AS TO ORDERLY ANNEXATION  
BY AND BETWEEN THE CITY OF SAUK RAPIDS AND  
THE TOWN OF SAUK RAPIDS**

**WHEREAS**, the City of Sauk Rapids (the "City") and the Town of Sauk Rapids (the "Town") have provided for the orderly development and extension of services to areas of the town that are or are about to become urban or suburban in character by previously adopting Joint Resolutions for Orderly Annexation, on file with the Office of Administrative Hearings/Municipal Boundary Adjustments Unit (the "Agency") as OA-170 and OA-493; and

**WHEREAS**, Minn.Stat. § 414.036, as amended, now requires that the Agency include a provision in any annexation order providing for a reimbursement from the City to the Town of all or part of the taxable property included in the annexation, unless otherwise agreed to by the City and the Town; and

**WHEREAS**, OA-170 does not provide for property tax reimbursement from the City to the Town, and OA-493 provides only for property tax reimbursement for certain commercial and industrial properties, but not for residential or agricultural properties; and

**WHEREAS**, pursuant to a supplemental agreement between the City and the Town dated August 17, 1998, the City agreed to pay to the Town the amount of \$500.00 per year for 15 years as and for property tax reimbursement for properties annexed pursuant to OA-493; and

**WHEREAS**, in 2005, the City paid the total remaining amount of the property tax reimbursement required by the 1998 supplemental agreement; and

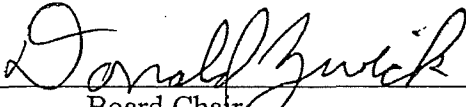
**WHEREAS**, in order to facilitate Agency approval of annexation requests pursuant to OA-170 and OA-493, the City and the Town desire to amend those orderly annexation agreements to clarify and specify that there shall be no property tax reimbursement from the City to the Town for those properties annexed pursuant to OA-170 and that there shall be no property tax reimbursement from the City to the Town for those properties annexed pursuant to OA-493, except as specifically provided for in that agreement for certain commercial or industrial properties.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE  
CITY OF SAUK RAPIDS AND THE BOARD OF SUPERVISORS OF THE  
TOWN OF SAUK RAPIDS:**

OCT 03 2006

1. Revenue sharing pursuant to OA-170. With respect to all properties annexed pursuant to OA-170, the City shall have no obligation to provide a reimbursement to the Town of any portion of the taxes it collects on any property annexed pursuant to OA-170.
2. Revenue sharing pursuant to OA-493. With respect to all properties annexed pursuant to OA-493, the City shall have no obligation to provide a reimbursement to the Town of any portion of the taxes it collects on any property annexed pursuant to OA-493, except as specifically provided for in that agreement for properties with commercial or industrial buildings located on them and assessed as commercial or industrial property. The City shall notify the Agency as to whether property being annexed pursuant to OA-493 will require a property tax reimbursement as provided for in the agreement.

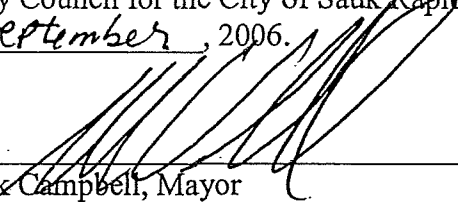
Adopted by the Town Board of Supervisors for the  
Town of Sauk Rapids this 11 day of 9<sup>th</sup>, 2006.

  
\_\_\_\_\_  
Board Chair


Attest:

  
\_\_\_\_\_  
Clerk

Adopted by the City Council for the City of Sauk Rapids  
this 11 day of September, 2006.

  
\_\_\_\_\_  
Mark Campbell, Mayor

Attest:

  
\_\_\_\_\_  
Ross Olson  
City Administrator/Clerk

REC'D BY  
MMB

SEP 09 2003

City of Sauk Rapids Resolution No. 2003 - 74

Town of Sauk Rapids Resolution No. \_\_\_\_\_

JOINT RESOLUTION TO AMEND THE CURRENT ORDERLY ANNEXATION  
AGREEMENT NUMBER OA 493 BETWEEN THE CITY OF SAUK RAPIDS  
AND THE TOWN OF SAUK RAPIDS

WHEREAS, the City of Sauk Rapids (the "City") and the Town of Sauk Rapids (the "Town") currently have an Orderly Annexation Agreement Number OA 493 (the "Agreement"), and

WHEREAS, the City and the Town wish to continue to conserve agricultural lands and promote residential, commercial and industrial growth in appropriate locations thereby controlling urban sprawl and premature urban development, and

WHEREAS, it has come to the attention of the City and the Town that State Statutes have changed the requirements under the Agreement, and

WHEREAS, the City and the Town wish to amend the Agreement to comply with the current State Statutes.

NOW, THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF SAUK RAPIDS AND THE BOARD OF SUPERVISORS OF THE TOWN OF SAUK RAPIDS THAT:

1. The City by resolution may initiate the annexation of land within the Agreement.
2. The City and the Town mutually state that no alterations by the Board of the boundaries of the orderly annexation area is necessary or appropriate. The Board may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of the resolution.

REC'D BY  
MMB

SEP 09 2003

Adopted by the Town Board of Supervisors for the Town of Sauk Rapids this 2 day of Sept, 2003.

Donald Zwick  
Board Chair

Tina Douvier  
Tina Douvier, Clerk

Adopted by the City Council for the City of Sauk Rapids this 25<sup>th</sup> day of August, 2003.

Harold Jesh  
Harold Jesh, Mayor

Attest:

Ross Olson For  
Ross Olson, City Administrator-Clerk

REC'D. BY OCT 26 1998  
MMB

Amended Legal Description  
Property Subject to Orderly Annexation Agreement

All of Sections 1,2,3,11,12,13,14,& 24 in Township 36 North, Range 31 West, Benton County less and except the following;

that portion lying within the corporate limits of the City of Sauk Rapids, and less and except that portion of Section 14 lying south and west of the centerline of U.S. Highway No. 10;

that portion of Section 11 lying south and west of U.S. Highway No. 10 and east of State Highway No. 15 and which is located within the 1987 orderly annexation agreement between the City of Sauk Rapids and Sauk Rapids Township;

that portion of Section 24 lying south of the centerline of CSAH No. 3 and west of the centerline of U.S. Highway No. 10 and

that portion of Sections 2,3,& 11, which lies westerly of the line described as Exhibit A below.

Said property contains approximately 3,583 acres.

EXHIBIT A

Beginning at a point on the North line of Section 3, Township 36 North, Range 31 West, Benton County, which is 37.50 feet Easterly of and parallel to the centerline of the Southbound lane of US Highway No. 10 as now constructed, thence running in a southerly direction, 37.50 feet easterly and parallel to the centerline of the Southbound lane of US Highway No. 10 to Southbound US Highway No. 10 road stationing 271+00, thence in a southerly direction to a point that is 37.50 feet easterly of and parallel to the centerline of Southbound Trunk Highway No. 15, at Southbound Trunk Highway No. 15 road stationing 1376+32.0, thence running in a southerly direction, 37.50 feet easterly and parallel to the centerline of the Southbound lane of Trunk Highway No. 15 to its intersection on the section line between Sections 14 and 15, Township 36 North, Range 31 West.

The road stationing is from the following MNDOT map files;

File# 34-29, Project# S.P. 0509 (TH 152), Mississippi River to JCT T.H. 10, Benton County

File# 34-23, Project# S.P. 0502 (T.H. 10 = 27), South Limits of Sauk Rapids to 4 Mi. No. of Sauk Rapids.

SUPPLEMENTAL AGREEMENT BETWEEN  
THE TOWN OF SAUK RAPIDS AND  
THE CITY OF SAUK RAPIDS

1. **Supplemental Agreement.** The Town of Sauk Rapids (hereinafter Town) and the City of Sauk Rapids (hereinafter City) enter into the following supplemental agreement. This agreement supplements the Orderly Annexation Agreement of June 23, 1997 between the Town and City and constitutes an integral part of the Mutual Settlement Agreement resolving the matters before the Municipal Board settled and resolved by this Mutual Settlement Agreement.

2. The City will pay to the Town the sum of five hundred dollars, (\$500.00), per year for fifteen years, the first annual payment to be made on or before July 1, 1999 and annually on or before July 1 of each year thereafter for a total of fifteen annual payments. The payments are deemed to be payments to the Town for tax revenues to the Town that are terminated as a result of annexation of lands in the Town to the City. This will assist the Township defraying its governmental costs as the City takes over properties that are currently providing a tax base for the Township.

3. **Town Roads.** Paragraph 11 of the Orderly Annexation Agreement provides that Town Roads in existence at the time of execution of that Agreement will be maintained by the Town until lands on both sides of the Town roads are annexed to the City. This supplemental agreement modifies that paragraph as follows:

- (a) In the event that the City annexes property abutting a Town Road, but annexes on one side only of that Road, the Township shall have the option to require the City to maintain both sides of the road abutting the annexed property.
- (b) In addition, the Town and City recognize that there may be instances where it is appropriate for the City to assume

responsibility to maintain additional portions of Town roads because city development imposes an undue burden on Township roads which serve the annexed property. The Joint Planning Board shall consider this issue as part of its planning duties. The City and Township will cooperate to assure that the City accepts its reasonable responsibilities. In the event that they cannot agree, the Township may submit this issue to the Joint Planning Board for a decision. In the event that the Joint Planning Board determines that the City should accept responsibility for a Township road under these circumstances, the City agrees to abide by the decision of the Joint Planning Board.

Adopted by the Town Board of Supervisors for the Town of Sauk Rapids this 3rd day of August.

ATTEST:

By Marlyn Kruschke  
Marlyn Kruschke, Town Clerk

By Walter H. Oltz  
Walter Oltz, Supervisor

By Donald Zwick  
Donald Zwick, Supervisor

By Orville Mielke  
Orville Mielke, Supervisor



Adopted by the City Council for the City of Sauk Rapids this 17<sup>th</sup> day of August, 1998.

By Jerry Leese  
Jerry Leese, Mayor

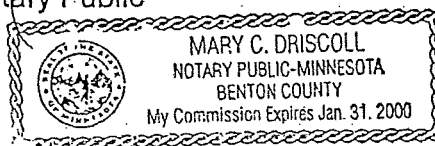
ATTEST:

By Robert Haarman  
Robert Haarman, City Administrator

STATE OF MINNESOTA )  
COUNTY OF Benton ) SS.

On this 13<sup>th</sup> day of August, 1998, before me, a notary public within and for said county and state, personally appeared, Jerry Leese to me personally known, who, by me duly sworn did say that he is the Mayor of the City of Sauk Rapids, Minnesota, and that said instrument was signed on behalf of the City of Sauk Rapids and acknowledged said instrument to be the free act and deed of said municipal corporation.

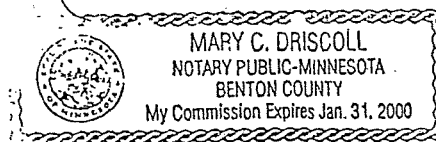
Mary C. Driscoll  
Notary Public



STATE OF MINNESOTA )  
COUNTY OF Benton ) SS.

On this 13<sup>th</sup> day of August, 1998, before me, a notary public within and for said county and state, personally appeared, Robert Haarman to me personally known, who, by me duly sworn did say that he is the City Administrator of the City of Sauk Rapids, Minnesota, and that said instrument was signed on behalf of the City of Sauk Rapids and acknowledged said instrument to be the free act and deed of said municipal corporation.

Mary C. Driscoll  
Notary Public



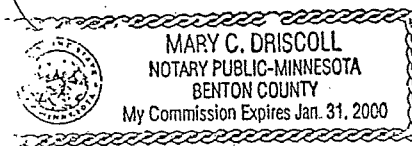


COUNTY OF KANDIYOHI )

On this 3rd day of August, 1998, before me, a notary public within and for said county and state, personally appeared, Walter Oltz, Donald Zwick, Orville Mielke, and Marlyn Kruschke to me personally known, who, being each by me duly sworn did say that they are respectively the Supervisors and Clerk of the Sauk Rapids Township Board of Supervisors, and said instrument was signed on behalf of said Sauk Rapids Township by authority of its Board of Supervisors and said Walter Oltz, Donald Zwick, Orville Mielke and Marlyn Kruschke acknowledged said instrument to be the free act and deed of said Sauk Rapids Township.

Notary Public

This Instrument was Prepared by:  
Wallace F. Gustafson  
Attorney at Law  
P.O. Box 567  
Willmar, MN 56201  
License No. 38817  
Attorney for Sauk Rapids Township



Gerald W. Von Korff  
Attorney at Law  
Suite 700 Norwest Center  
Box 1497  
St. Cloud, MN 56302

**IN THE MATTER OF THE JOINT RESOLUTION  
OF THE TOWN OF SAUK RAPIDS  
AND THE CITY OF SAUK RAPIDS  
DESIGNATING AN UNINCORPORATED AREA IN THE TOWN  
AS IN NEED OF ORDERLY ANNEXATION  
AND CONFERRING JURISDICTION OVER THE AREA  
TO THE MINNESOTA MUNICIPAL BOARD  
PURSUANT TO MSA 414.0325**

**WHEREAS**, the Town of Sauk Rapids (hereinafter referred as "Town") and the City of Sauk Rapids (hereinafter referred to as "City") have had discussions and conferences regarding the planning and development of land areas in the Town adjacent to the City; and

**WHEREAS**, the Town and the City desire to conserve agricultural lands and promote residential, commercial and industrial growth in appropriate locations thereby controlling urban sprawl and premature urban development; and

**WHEREAS**, the Town and City have discussed issues regarding businesses, industries and concentrated residential areas that need City water and City sewer facilities and other utilities; and

**WHEREAS**, both the Town and the City desire to cooperate in a manner that will be to the mutual benefit of the parties and their residents; and

**WHEREAS**, the Town and the City agree on conditions that will permit the future orderly annexation of lands adjacent to the City; and

**WHEREAS**, the orderly annexation of adjoining areas becoming urban and suburban in character can provide economics of scale thereby reducing the cost of financing public improvements in the annexed areas;

**NOW, THEREFORE BE IT RESOLVED** by the Township Board of Supervisors of the Town of Sauk Rapids and the City Council of the City of Sauk Rapids as follows:

**DESIGNATION OF THE AREA THAT COULD BE ANNEXED  
IN THE FUTURE WHEN AGREED UPON**

1. The area described in Exhibit A attached hereto, outlined in the color of yellow and incorporated herein and by reference are the lands subject to orderly annexation under and pursuant to Minnesota Statutes Chapter 414.0325, and the parties do hereby designate these areas for orderly annexation as provided for by Minnesota Statutes and by this agreement.

2. That the Town and the City mutually agree and state that no alteration by the Minnesota Municipal Board of the boundaries of the areas designated for orderly annexation is necessary or appropriate but that the Board may review and comment.

### CONDITIONS FOR ANNEXATION

1. The Town and City agree that annexation in the designated orderly annexation area shall occur when requested by any two of the three affected parties, i.e. when requested by:

the landowner and the Town  
the landowner and the City  
the Town and the City

2. The Town and the City agree that any undeveloped land annexed to the City pursuant to this Agreement shall receive real estate property tax relief by way of a graduated increase in, equal portions, in the tax rate from the Town rate to the City rate over a six year period. If any part of the annexed land becomes developed prior to the end of the six year period, then that parcel shall be assessed at the City real estate tax rate.

A. The Town and the City agree that for the purposes of the above paragraph, the phrase "becomes developed" means that a particular parcel of land that is platted or subdivided and either (i) a new building is constructed on the lot platted or subdivided, or (ii) municipal sewer and water systems are extended to serve the parcels platted or subdivided.

3. During a twenty year period following the annexation of land that has commercial or industrial buildings located thereon and assessed as such, the City will refund a percentage of the real estate property taxes previously collected by the Town according to the following formula:

<u>Year after Annexation</u>	<u>Percentage</u>
1st	100
2nd	100
3rd	80
4th	80
5th	60
6th	60
7th	40
8th	40
9th	20
10th	20
11th	10
12th	10

13th	10
14th	10
15th	10
16th	10
17th	10
18th	10
19th	10
20th	10

4. Annexed land will not be assessed or subject to another similar charge or fee for any City water, City sewer or other municipal improvements that benefit the property until any of the following occur:

- A. The property owner petitions for water service, sewer service or any other municipal service; or
- B. The property is sold or otherwise transferred for purposes other than agricultural purposes; or
- C. Until 10 years after the completion of the improvements.

Assessments may be paid in conjunction with the owner's property taxes over a 10 year period together with interest (as established by resolution of the City Council).

5. No annexation of land shall be consummated pursuant to this Agreement unless the land is adjacent to and borders the City except when (i) the City, the Town and the owner of the property to be annexed agree upon the annexation; or (ii) the property is owned by the City.
6. Any farm land that is in existence at the time of the execution of this Agreement may continue to be farmed and developed as a farming enterprise including the construction of agricultural buildings, the maintenance of livestock, the employment of manure storage facilities and any and all agricultural practices that are employed by the land owner or their successors or assigns subsequent to the execution of this Agreement, provided, that such activities are in accord with federal and state laws. The Joint Planning Board will adopt the Agricultural Zoning regulations of Benton County for agricultural properties located within the orderly annexation area. More restrictive ordinances may be adopted by the Joint Planning Board by the unanimous vote of all Joint Planning Board Members.
7. If the Town and the City agree that land encompassed within the boundaries of this orderly annexation Agreement can be more adequately serviced by another City, then the Town and City may release said lands in order that said lands may be annexed to another City.

8. If an area of land 40 acres or less encompassed within this Agreement is entirely surrounded by the City for a period of at least two years, then said land may be annexed by the City in its sole discretion. Implementation of this provision shall be accomplished by the City adopting a resolution requesting the annexation of said area.
9. Property in the Township will not be assessed for sewer and water to which the property is not connected until after annexation has occurred or until the Town, the City and the property owner agree.
10. No residential homes shall be constructed within 500 feet of structures located on land employed and engaged in agricultural endeavors.
11. Town roads in the existence at the time of the execution of the Agreement shall be maintained by the Town until lands on both sides of said Town roads are annexed to the City.

#### **JOINT PLANNING BOARD**

The Town and the City agree to continue the Joint Planning Board adopted by the City and the Town on or about June 1, 1987 and said Joint Planning Board Agreement and Resolution is made a part of this Agreement by reference and said Board shall have jurisdiction over lands encompassed in this Agreement.

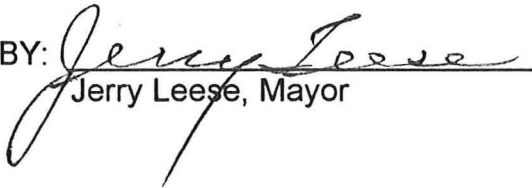
#### **MUNICIPAL BOARD**

Upon attainment of the conditions stated above, no consideration by the Municipal Board is necessary or appropriate for annexation of areas described herein, but the Municipal Board may review and comment on the proposed annexation.


REC'D. BY  
MAB JUL 10 1997

Adopted by the City Council for the City of Sauk Rapids this 23rd day of June, 1997.

BY:

  
Jerry Leese, Mayor

ATTEST:

  
Robert Haarman, City Administrator

Drafted by:

Wallace Gustafson  
Attorney at Law  
Box 567  
Willmar, MN 56201  
License No. 38817  
Attorney for Sauk Rapids Township

Rinke-Noonan by Igor S. Lenzner  
P.O. Box 1497  
St. Cloud MN 56302  
Attorney for the City of Sauk Rapids



Adopted by the Town Board of Supervisors for the Town of Sauk Rapids this 7th day of July, 1997.

ATTEST:

By Marlyn Kruschke  
Marlyn Kruschke, Town Clerk

By Walter H. Oltz  
Walter Oltz, Supervisor

By Donald Zwick  
Donald Zwick, Supervisor

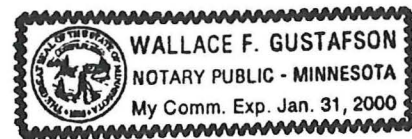
By Orville Mielke  
Orville Mielke, Supervisor

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF KANDIYOHI )

On this 7th day of July, 1997, before me, a notary public within and for said county and state, personally appeared, Walter Oltz, Donald Zwick, Orville Mielke, and Marlyn Kruschke to me personally known, who, being each by me duly sworn did say that they are respectively the Supervisors and Clerk of the Sauk Rapids Township Board of Supervisors, and that said instrument was signed on behalf of said Sauk Rapids Township by authority of its Board of Supervisors and said Walter Oltz, Donald Zwick, Orville Mielke and Marlyn Kruschke acknowledged said instrument to be the free act and deed of said Sauk Rapids Township.

Wallace F. Gustafson  
Notary Public

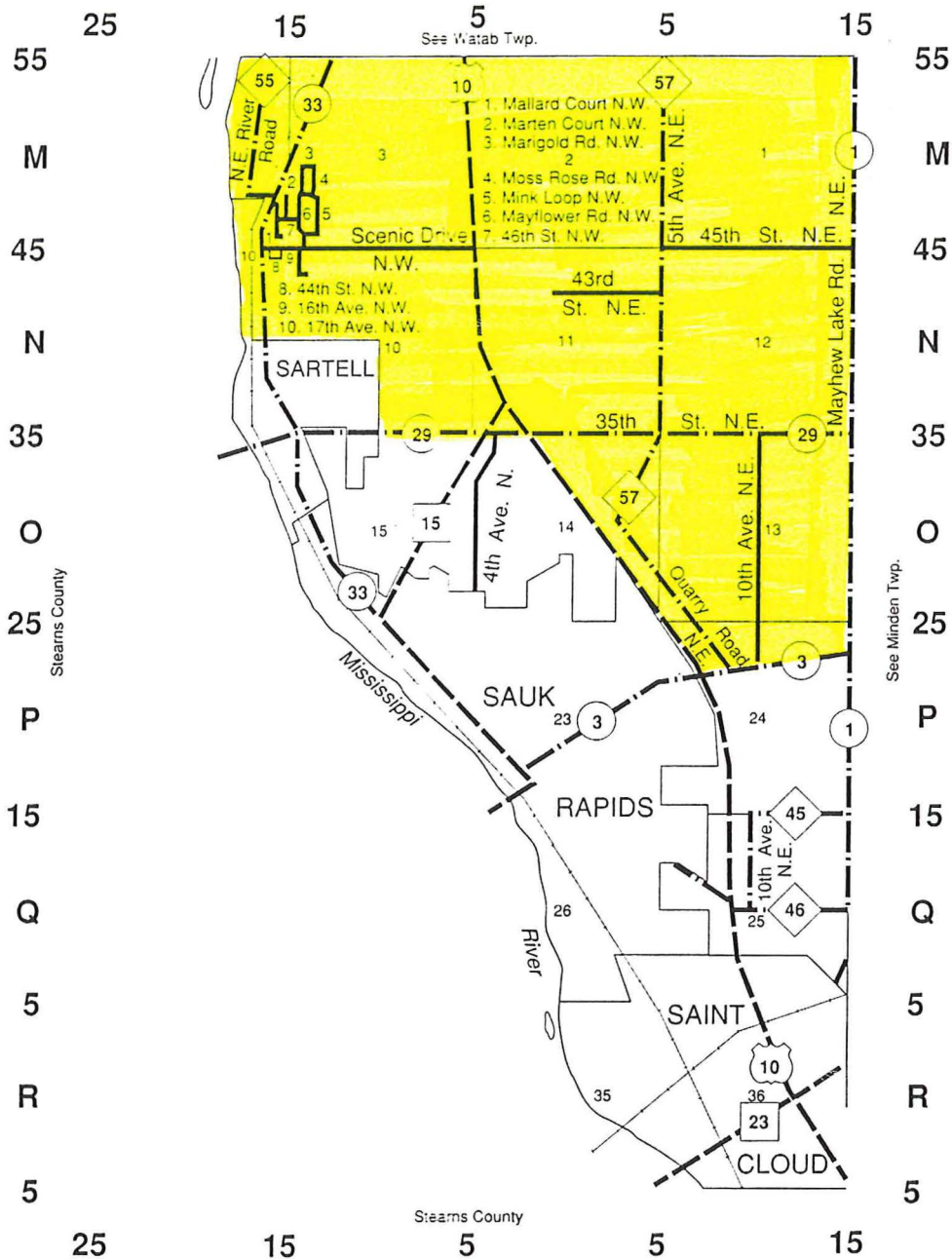
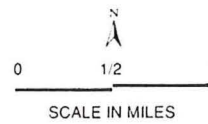
This Instrument was Prepared By:  
Wallace F. Gustafson  
Attorney at Law  
P.O. Box 567  
Willmar, MN 56201  
License No. 38817  
Attorney for Sauk Rapids Township





REC'D. BY  
M/AB JUL 10 1997


# SAUK RAPIDS TOWNSHIP



- |  |                                |  |                    |
|--|--------------------------------|--|--------------------|
|  | U. S. Highway                  |  | County Road Gravel |
|  | State Highway                  |  | Township Road      |
|  | County State Aid Highway Paved |  | Railroad           |
|  | County Road Paved              |  |                    |

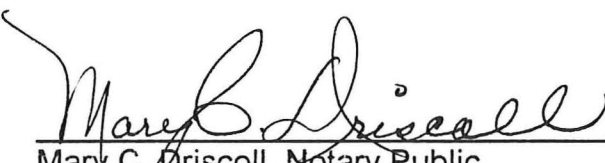
STATE OF MINNESOTA )  
COUNTY OF BENTON )

On this 23rd day of June, 1997, before me, a Notary Public for this County, personally appeared Jerry Leese to me personally known, who, being by me duly sworn did say that he is the Mayor of the City of Sauk Rapids, Minnesota, and that said instrument was signed on behalf of the City of Sauk Rapids and acknowledged said instrument to be the free act and deed of said municipal corporation.

  
\_\_\_\_\_  
Mary C. Driscoll, Notary Public

STATE OF MINNESOTA )  
COUNTY OF BENTON )

On this 23rd day of June, 1997, before me, a Notary Public for this County, personally appeared Robert Haarman to me personally known, who, being by me duly sworn did say that he is the City Administrator of the City of Sauk Rapids, Minnesota, and that said instrument was signed on behalf of the City of Sauk Rapids and acknowledged said instrument to be the free act and deed of said municipal corporation.

  
\_\_\_\_\_  
Mary C. Driscoll, Notary Public