

Joint Resolution of Mantorville Township and the City of Kasson, MN #6.8-06

RESOLUTION EXTENDING THE TERMS OF THE ORDERLY ANNEXATION AGREEMENT BETWEEN MANTORVILLE TOWNSHIP AND THE CITY OF KASSON

WHEREAS, there exists an Orderly Annexation agreement between Mantorville Township and the City of Kasson that has served both jurisdictions well over the previous five years; and

WHEREAS, that agreement is to expire in the near future; and


WHEREAS, both jurisdictions wish to continue to operate under the basic terms of that Agreement; and

WHEREAS, certain adjustments to the Agreement appear necessary to allow it to serve the citizens of both jurisdictions into the future; and

WHEREAS, discussions regarding those adjustments have been held, but action is not yet completed by both jurisdictions;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF KASSON, MINNESOTA AND THE TOWNSHIP OF MANTORVILLE, MN that it is agreed between the parties that the current Orderly Annexation Agreement is hereby extended until such time as a new Agreement is approved by each jurisdiction.

Passed and adopted this 28th day of June, 2006.


Chair, Township of Mantorville


Mayor, City of Kasson, MN

ATTEST:

Town Board Clerk

ATTEST:

City Administrator

**ORDERLY ANNEXATION AGREEMENT
BETWEEN THE TOWNSHIP OF MANTORVILLE
AND THE CITY OF KASSON, MINNESOTA**

Agreement entered into on July 2, 2001, between the Township of Mantorville, of the County of Dodge, State of Minnesota, herein called Township and the City of Kasson of the County of Dodge, State of Minnesota, a Municipal Corporation, herein called City.

RECITALS

- A. City and Township desire to establish an Orderly Annexation of a designated area.
- B. The establishment of an Orderly Annexation appears to be the most desirable and economic plan for both the City and the Township.
- C. The establishment of such an Orderly Annexation is authorized by Minnesota Statute §414.0325.
- D. The City and the Township agree that preservation of prime farmland and natural amenities are important, and both parties will strive to maintain prime farmland and natural amenities.
- E. The Township prefers that annexation occur as a result of comprehensive development proposals rather than on a lot by lot basis. Individual lot annexation will be unopposed if development has already occurred and the property is contiguous to the City borders.

IN CONSIDERATION OF THE MUTUAL COVENANTS contained herein and for other good and valuable consideration, the parties agree as follows:

1. This area has immediate urban development potential. The City will support annexations within this area providing the extension of services can be done in an orderly and cost effective way. The City shall not petition nor consent to any annexation of any area in the Township except pursuant to this Agreement. The Township will not object to annexation requests within this area. The City retains the right to deny any annexations that are not contiguous with the City's corporate boundaries.
2. The following described area in the Township, pursuant to Minnesota Statute §414.0325, is subject to an Orderly Annexation as shown on Exhibit "A" attached hereto and made a part hereof is described as follows:

Bounded on the North by the South line of Sections Twenty (20), Twenty One (21) and Twenty Two (22) of Mantorville Township, to include (legal description of Angus property south of Spring Creek); bounded on the West by the West line of Township Road No. 38; bounded on the South by the South line of the right-of-way of U.S. Hwy. 14; and bounded on the East by the East side of

Masten Creek as it runs from the South line of Section Twenty Two (22) to County Hwy. 34, excluding property currently owned by the County of Dodge known as the Dodge County Fairgrounds and excepting there from all those parts thereof now within the corporate limits of the City.

3. The Township and the City do upon their adoption and upon acceptance by the Director of Strategic and Long Range Planning (hereinafter referred to as Director), confer jurisdiction upon the Director over the various tracts described in this Agreement so as to accomplish said Orderly Annexation in accordance with the terms of this Agreement and Resolutions. No consideration by the Director is necessary, although the Director may review and comment. However, within thirty (30) days the Director shall order their annexation in accordance with the terms of this Agreement and joint resolution.
4. This Orderly Annexation Agreement shall be in effect for five (5) years. The City shall not annex any other area of Mantorville Township except the described area above, pursuant to this Agreement. After four (4) years this Agreement shall be reviewed and upon majority vote of the respective governing bodies a five (5) year extension of the Agreement with approved revisions, if any, shall be made.
5. Annexation into the City of undeveloped parcels within the Orderly Annexation area above described in their entirety or portions thereof shall be uncontested by the Township provided:
 - (a) There exists a development concept plan for the entire area being annexed, denoting the proposed land uses, major street patterns and storm drainage patterns and subdivisions made up of lots consistent with the density standards of the City's zoning districts.
 - (b) There exists a utility improvement plan for extension of City sewer and water services for the entire area being annexed.
 - (c) Petition by the landowner for annexation to the City, or request by the City due to the construction of local improvements which benefit the property and permit assessments for all or a portion of the cost.
6. The City will not accept any petitions for annexation signed by less than 50% of effected property owners. Each request for annexation of property within the designated area will not exceed 60 acres unless mutually agreed upon by joint resolution of the Township and City.
7. The City shall reimburse the Township for loss of property taxes as provided for in MN. Statutes 414.033, Subd. 12 and any subsequent amendments. The payment shall be payable directly from the Dodge County Auditor.

8. Planning and zoning throughout the Orderly Annexation area shall be under the control of the applicable Dodge County, Minnesota Ordinances and City Zoning Regulations, whichever is more restrictive, until annexed to the City. Specifically, property line setbacks and approved uses within the anticipated zoning district. The anticipated zoning districts are as described by the attached Land Use Map (Exhibit B). The City and the Township will request the County to notify each party of any pending zoning requests or for the issuance of permits requiring special approval or requesting a zoning change on the affected property. Due consideration shall be given by Dodge County of the Township and City comments and the City Comprehensive Plan before acting upon the zoning request or for the issuance of permits requiring special approval. (*Exhibit C: Kasson Zoning Ordinances*)
9. Within the designated annexation area, any improvements to existing property will be in accordance with the City Zoning Ordinances. The Township will give the City written notice prior to all zone change requests, requests for variances, conditional uses, and non-farm building permits.
10. In instances where individual property owners can substantiate that the sewage treatment system (septic) is functioning properly and conforming to applicable codes, the property owner may defer hooking up to the city's sewer system for a period of five years. During that period interest on assessments resulting from construction of the city sewer system shall not accumulate or accrue. After five years, such residences shall be connected to city sewer and water lines, existing on-site systems shall be abandoned in compliance with city, county and state regulations and outstanding assessments shall be paid by the property owner in conformance with prevailing assessment policy and the original interest rate.
11. After annexation, abandonment of wells shall be done in accordance with the regulations of the Minnesota Department of Health as amended from time to time.
12. At the time of all annexations, the City shall acquire the electrical service territory.
13. Areas currently within the Corporate Limits of the City of Kasson discovered to have been improperly annexed in the past may be annexed by ordinance by the Kasson City Council.
14. Property owners currently receiving municipal water or sanitary sewer services may be annexed by ordinance by the Kasson City Council.
15. In the event the Town or City has conflict with the provisions of annexation per this agreement, both parties agree to resolve the issue through mediation. The mediation group will consist of representative(s) of the City and Township along with a representative from the county.
16. In the event that any portion of this agreement is declared null and void or unenforceable by a court of law, the remainder of this agreement shall remain intact and enforceable.

DEC 26 2001

17. The terms of this Agreement can be altered by joint resolution of the Township and the City. All filing fees incurred for the proper filing of this Agreement shall be shared equally by the City and the Township.

IN WITNESS WHEREOF, the parties have executed this Agreement at Kasson, Minnesota, the day and year first above written.

CITY OF KASSON

BY: Duane Burton
Duane Burton, Mayor

ATTEST: Michael Rietz
City Clerk

TOWNSHIP OF MANTORVILLE

BY: Harold Geis
Chairman

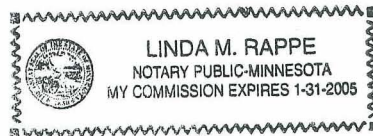
ATTEST: Sharon M. Ness
Town Board Clerk

STATE OF MINNESOTA)

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COUNTY OF DODGE)

On this 2nd day of July, 2001, before me, a notary public within and for said County personally appeared Duane Burton and Michael Rietz to me personally known, who, being each by me duly sworn each did say that they are respectively the Mayor and the Clerk of the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its council and said Duane Burton and Michael Rietz to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Linda M. Rappe
Notary Public

STATE OF MINNESOTA)

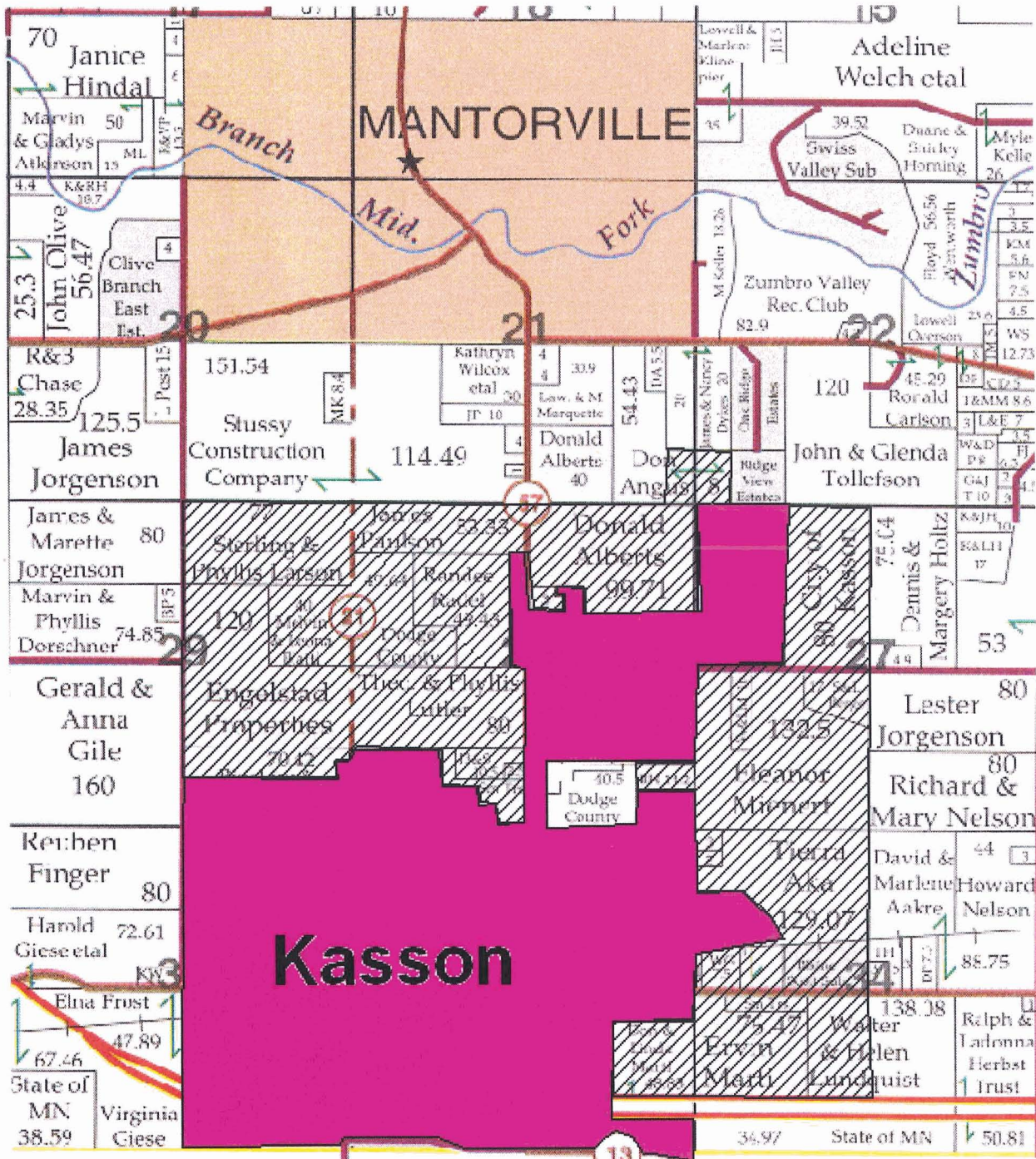
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COUNTY OF DODGE)

On this _____ day of _____, 2001, before me, a notary public within and for said County personally appeared _____ and _____ to me personally known, who, being each by me duly sworn each did say that they are respectively the Chairman and the Clerk of the township board named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said township board, and that said instrument was signed and sealed in behalf of said township board by authority of its members and said _____ and _____ to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

Exhibit - A



Future annexed area

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Duane Burton, Mayor

ATTEST: Michael Rietz
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TOWNSHIP OF MANTORVILLE

BY: Harold Geis
Chairman

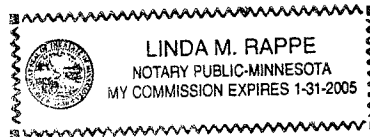
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Linda M. Rappe
Notary Public

STATE OF MINNESOTA)

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COUNTY OF DODGE)

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Notary Public