

REC'D. BY
MMR AUG 09 1993

JOINT RESOLUTION BETWEEN THE TOWN OF BUFFALO
AND THE CITY OF BUFFALO, DESIGNATING
AN AREA FOR ORDERLY ANNEXATION

The Town of Buffalo and the City of Buffalo hereby jointly agree to the following:

1. **Orderly Annexation Area**

The parties to this Agreement concur that areas of land in the Town of Buffalo are in need of orderly annexation to the City of Buffalo pursuant to Minnesota Statutes Chapter 414.0325. The parties hereto designate these areas, consisting of four separate and distinct tracts of land identified on OAA Map as Property 1 and 1A ("Property 1"), Property 2 ("Property 2"), Property 3 ("Property 3") and Property 4 ("Property 4"), attached hereto and incorporated by reference herein as suitable for annexation. These tracts shall be annexed to the City of Buffalo in the means and manner as described within this Agreement.

2. **Municipal Board**

The Town of Buffalo and the City of Buffalo do, upon adoption of this resolution, and upon acceptance by the Minnesota Municipal Board, confer jurisdiction upon the Minnesota Municipal Board over Property 1, 2, 3, and 4 so as to accomplish said annexation in accordance with the terms of this Resolution.

As to Property 1 and 2, no consideration or hearing by the Minnesota Municipal Board is necessary. No alteration of the described boundaries of Property 1 or 2 is appropriate. The Board may review and comment, but shall, within thirty (30) days, order the immediate annexation of Property 1 and 2 to the City of Buffalo.

As to Property 3 and 4, the Board shall retain jurisdiction over Property 3 and 4, so as to order annexation upon receipt of petition by property owner(s) to the City of Buffalo by resolution from the City of Buffalo to the Municipal Board at any time within ten (10) years from the date of execution of this Agreement.

At the time the City determines to pass such resolution(s) and forward the same to the Minnesota Municipal Board, the City of Buffalo shall provide a copy of the resolution(s) to the Town of Buffalo. The Town of Buffalo may, at its discretion, join in the resolution(s) to the Municipal Board. No consideration or hearing by the Municipal Board shall be necessary, nor shall the boundaries of Property 3 or 4 be altered or modified. The Municipal Board may review and comment but shall, within thirty days after receipt of the resolution(s), order the immediate annexation of any parcel(s) contained within Property 3 or Property 4, as appropriate, to the City of Buffalo in accordance with the terms of this joint resolution.

The Town of Buffalo agrees that it shall not by act or omission object to, hinder or delay annexation of any parcel(s) contained within Property 3 or Property 4 to the City of Buffalo in accordance with the terms of this Agreement. Failure by the Town of Buffalo to join in the resolution(s) of City shall not constitute a basis upon which to deny, delay or prevent annexation of any parcel(s) contained within Property 3 or Property 4 to the City of Buffalo.

3. **Character of Property**

Property 1, 2, 3, and 4 abuts the City of Buffalo and is presently urban or suburban in nature or is about to become so. Further, the City of Buffalo is now or within a reasonable time will be capable of providing municipal water and sanitary sewer to each Property.

4. **Roads**

a. **Property 1 and 2.**

The parties acknowledge that numerous public gravel or paved roads are contained within the geographical boundaries of Property 1 and 2. These public gravel or paved roads are presently maintained by the Town of Buffalo. After annexation of Property 1 and 2, the City of Buffalo shall be responsible for maintenance of said public gravel or paved roadways at its sole cost and expense.

b. **Property 3.**

The parties acknowledge that the following public roads and highways are situated adjacent to and abut Property 3:

i. To the west, County Road Number 134; presently maintained by Wright County.

ii. To the south, County State Aid Highway 35; presently maintained by Wright County.

iii. To the north, Township Road commonly known as 40th Street NE; presently maintained by the Town of Buffalo.

iv. To the east, Township Road commonly known as Dague Avenue; presently maintained by the Town of Buffalo.

After annexation to the City of Buffalo the public highways described in subparagraphs (i) and (ii) shall continue to be maintained by Wright County; the township roads described in subparagraphs (iii) and (iv) shall be maintained by the City of Buffalo, as to those portions of the township roads directly adjacent to and abutting Property 3.

c. Property 4.

The parties acknowledge that the following public roads and highways are situated adjacent to and abut Property 4:

i. to the east, County Road 134; presently maintained by Wright County.

ii. to the south, Trunk Highway 55; presently maintained by the State of Minnesota.

iii. to the north, County Road 114; presently maintained by Wright County.

iv. within the geographic boundaries of Property 4, there exists a gravel road commonly known as 12th Street Northeast; presently maintained by the City of Buffalo and Town of Buffalo pursuant to a joint agreement.

After annexation to the City of Buffalo, the public roadways described in subparagraphs (i), (ii), and (iii) shall continue to be maintained by the same governmental entities.

The gravel roadway described in subparagraph (iv) shall be maintained solely by the City of Buffalo immediately upon order of adoption of this Agreement by the Minnesota Municipal Board.

5. Use and Development of Annexation Area.

a. Property 1 and 2.

It is understood by the parties that Property 1 and 2 are presently subdivided and utilized for single family residential purposes. After annexation, Property 1 and 2 shall be zoned R-1 pursuant to zoning regulations of the City of Buffalo. The City of Buffalo shall have the right and authority to replat parcels of land within the geographic areas of Property 1 and 2, acquire property through eminent domain statutes and otherwise, install municipal water and sanitary sewer service, roads and other public improvements within the Property area in accordance with City development policies, Minnesota Statutes §429.01 et seq, as amended, or any other appropriate statute or ordinance.

The City of Buffalo shall have the right to utilize any and all utility or right-of-way easements within the geographic boundaries of Property 1 or 2, if any, for the installation of municipal water, sanitary sewer or other utility services or other services by the City of Buffalo, pursuant to Minnesota Statutes §471.59. The City of Buffalo shall assume all liability for installation and construction of said municipal services and shall hold the Town of Buffalo harmless from all claims and damages arising out of said installation and construction of said municipal services during the term of this Agreement and continuing thereafter.

b. Property 3.

It is understood by the parties that Property 3 is presently utilized for agricultural purposes. After annexation it is contemplated that some of the property shall be utilized for construction of a new senior high school for Independent School District No. 877 and shall be zoned R-1, pursuant to zoning regulations of the City of Buffalo.

The City of Buffalo shall have the right and authority to replat parcels of land within the geographic areas of Property 3, acquire property through eminent domain statutes and otherwise, install municipal water and sanitary sewer service, roads and other public improvements within the Property area in accordance with City development policies, Minnesota Statutes §429.01 et seq, as amended, or any other appropriate statute or ordinance.

The City of Buffalo shall have the right to utilize any and all utility or right-of-way easements within the geographic boundaries of Property 3, if any, for the installation of municipal water, sanitary sewer or other utility services or other services by the City of Buffalo, pursuant to Minnesota Statutes §471.59. The City of Buffalo shall assume all liability for installation and construction of said municipal services and shall hold the Town of Buffalo harmless from all claims and damages arising out of said installation and construction of said municipal services during the term of this Agreement and continuing thereafter.

c. Property 4.

It is understood by the parties that Property 4 is presently utilized for agricultural purposes. After annexation it is contemplated that the property shall be utilized for residential development and shall be initially zoned R-1, pursuant to zoning regulations of the City of Buffalo.

The City of Buffalo shall have the right and authority to replat parcels of land within the geographic area of Property 4, acquire property through eminent domain statutes and otherwise, install municipal water and sanitary sewer service, roads and other public improvements within the Property area in accordance with City development policies, Minnesota Statutes §429.01 et seq, as amended, or any other appropriate statute or ordinance.

The City of Buffalo shall have the right to utilize any and all utility or right-of-way easements within the geographic boundaries of Property 4, if any, for the installation of municipal water, sanitary sewer or other utility services or other services by the City of Buffalo, pursuant to Minnesota Statutes §471.59. The City of Buffalo shall assume all liability for installation and construction of said municipal services and shall hold the Town of Buffalo harmless from all claims and damages arising out of said installation and construction of said municipal services during the term of this Agreement and continuing thereafter.

6. Police

The parties acknowledge that Property 1, 2, 3, and 4

are presently patrolled by the Wright County Sheriff's Department. Upon the annexation of Property 1, 2, 3, and 4 to the City of Buffalo, and thereafter, the Buffalo Police Department is authorized and shall be responsible for police protection for Property 1, 2, 3, and 4, shall investigate any and all crimes and shall prosecute said crimes pursuant to the local cooperative agreement between the Wright County Sheriff's Department and the police department for the City of Buffalo, at no cost to the Town of Buffalo.

7. Fire Control

The parties agree that Property 1, 2, 3, and 4 are provided fire protection pursuant to a joint powers agreement for fire services between the parties. Upon annexation of Property 1, 2, 3, and 4 to the City of Buffalo, said Property(s) shall be dropped from the joint powers agreement at its next effective annual payment date, which fire service agreement is based on assessed valuation and fire calls. Thereafter, fire protection to Property 1, 2, 3, and 4 shall be provided by the City of Buffalo Fire Department at its sole cost and expense.

8. Tax Compensation to Buffalo

Upon annexation of Property 2, the City of Buffalo shall be entitled to the immediate receipt of all ad valorem property tax revenue generated by Property 2 from the date of annexation and thereafter into the future.

Upon annexation of Property 1, in order to compensate the Town of Buffalo for loss of tax revenues, the City of Buffalo

agrees to compensate the Town of Buffalo over a three year period. Said compensation shall be made from the City of Buffalo to the Town of Buffalo based on the ad valorem taxes collected by the City of Buffalo for Property 1 as set out in the following schedule:

Year	Percentage of taxes paid to the Town of Buffalo
1994	100%
1995	100%
1996	100%
1997	as per agreement

Payments are to be made semi-annually and within thirty (30) days after receipt of the tax revenues for the Property from the Wright County Treasurer's office. Taxes paid in 1994 shall be at the mill rate of the Town of Buffalo and taxes paid in 1995 and thereafter shall be at the mill rate of the City of Buffalo.

For the tax year payable 1997, the City shall pay to the Township of Buffalo the difference between the City mill rate and the Town mill rate for Property 1. In 1998 and thereafter taxes shall be retained by the City of Buffalo for Property 1.

In tax year payable 1994 the Township shall pay to the City all taxes derived from Property 2. In 1995 and thereafter the City shall receive all taxes derived from Property 2.

Upon annexation of any of the parcel(s) Property 3 and Property 4, in order to compensate the Town of Buffalo for loss of tax revenues, the City of Buffalo agrees to compensate the Town of Buffalo over a three year period commencing from and after the formal date of annexation of any of the parcel(s) in Property 3 and Property 4, respectively. Said compensation shall

be made from the City of Buffalo to the Town of Buffalo based on the ad valorem taxes collected by the City of Buffalo for Property 3 and Property 4, and shall be paid to the Town of Buffalo in the same manner as described in the previous paragraph concerning property tax revenues from Property 1, said three year period commencing from and after the effective dates of the annexation of Property 3 and Property 4, respectively. After said three year period(s) all property tax revenues for Property 3 and Property 4, respectively, shall be retained by the City of Buffalo.

9. Effective Date

The effective date of this agreement shall be upon issuance of an Order by the Minnesota Municipal Board approving this Agreement, and its terms and conditions. All annexation of property to the City of Buffalo shall be effective upon issuance of an Order by the Minnesota Municipal Board approving the annexation in accordance with this resolution.

CITY OF BUFFALO

TOWN OF BUFFALO

Passed and adopted by the City Council of the City of Buffalo this 2nd day of August, 1993.

Passed and adopted by the Town Board of the Town of Buffalo this 3rd day of August, 1993.

By: Jacob Taskigibau
Its: Mayor

By: Ralph V. Odoeff
Its Chairman

ATTEST: Merton T. Auger
City Clerk

ATTEST: Gordon Lane
Town Board Clerk

STATE OF MINNESOTA, COUNTY OF WRIGHT
Certified to be a true and correct copy of the original on file and of record dated Aug. 2, 1993 in my office.
DATED Aug. 6, 1993
Merton T. Auger, City Administrator
by Lawrence Bodin, Asst. Admin.

FILED BY
MAR AUG 09 1993

PARCEL 1

That part of Government Lot 1; that part of Government Lot 2; and that part of Government Lot 3 of Section 17, Township 120, Range 25, Wright County, Minnesota, lying southeasterly of the southeasterly right of way line of Minnesota Trunk Highway Number 25 and southeasterly of the southeasterly right-of-way line of Wright County Highway Number 41, now known as Bryant Avenue N.E., and northeasterly of the following described line: Commencing at the northwest corner of said Section 17; thence North $87^{\circ} 50' 15''$ East along the north line of said Section 17 to the northeast corner of said Government Lot 2; thence South $40^{\circ} 26' 25''$ West, a distance of 1564.37 feet; thence South $53^{\circ} 02' 30''$ East, a distance of 88.71 feet; thence North $53^{\circ} 02' 30''$ East, a distance of 30.51 feet to the point of beginning of the line to be described; thence South $52^{\circ} 32' 00''$ East, a distance of 461.81 feet; thence South $38^{\circ} 47' 00''$ East to the shore of Lake Pulaski and terminating thereat.

7/30/93

REC'D. BY
AUG 09 1993

PARCEL 1-A

That part of Government Lot 1, Section 16, Township 120, Range 25, Wright County, Minnesota, lying west of the centerline of Wright County Highway Number 114, now known as Pulaski Road, and lying south and west of Pulaski Lake Shores Unit No. 1, according to the plat thereof on file and of record in the office of the County Recorder, Wright County, Minnesota.

That part of Government Lot 2 and that part of Government Lot 3 of Section 16, Township 120, Range 25, Wright County, Minnesota, lying west of the centerline of Wright County Highway Number 114, now known as Pulaski Road, except the south 618.75 feet of said Government Lot 3.

PARCEL 2

All of Government Lot 2 and all of the Southeast Quarter of the Southwest Quarter of Section 9, Township 120, Range 25, Wright County, Minnesota, and that part of the South Half of the Southeast Quarter of Section 9, Township 120, Range 25, Wright County, Minnesota, lying west of the east lines of Pulaski Lake Shores Unit No. 2, Pulaski Lake Shores Unit No. 3, and Pulaski Lake Shores Unit No. 5, according to the plat thereof on file and of record in the office of the County Recorder, Wright County, Minnesota.

That part of Government Lot 1 and that part of the Northwest Quarter of the Northeast Quarter of Section 16, Township 120, Range 25, Wright County, Minnesota, lying west of the centerline of Wright County Highway No. 114, now known as Pulaski Road, except therefrom that part lying south and west of Pulaski Lake Shores Unit No. 1, according to the plat thereof on file and of record in the office of the County Recorder, Wright County, Minnesota.

PARCEL 3

That part of the North Half of the Northwest Quarter lying east of the centerline of Wright County Highway Number 114, now known as Pulaski Road, and west of Pulaski Ponds, according to the plat thereof on file and of record in the office of the County Recorder, Wright County, Minnesota.

The South Half of the Northwest Quarter, except therefrom that part of the Southwest Quarter of the Northwest Quarter previously annexed to the City of Buffalo.

The Northeast Quarter, except therefrom Myhran Park Estates and Foxwood, according to the plats thereof on file and of record in the office of the County Recorder, Wright County, Minnesota.

The Southeast Quarter and the Southwest Quarter.

All in Section 21, Township 120, Range 25, Wright County, Minnesota.

That part of Government Lot 1 and that part of Government Lot 2 lying east of the centerline of Wright County Highway Number 114, now known as Pulaski Road, except the east 105.00 feet of said Government Lot 1.

That part of Government Lot 3 lying east of the centerline of Wright County Highway Number 114, now known as Pulaski Road, and north of the plat of Greenbriar Estates, according to the plat thereof on file of record in the office of the County Recorder, Wright County, Minnesota.

That part of the North Half of the Northeast Quarter lying south and east of the centerline of Wright County Highway No. 114, now known as Pulaski Road.

The east 105.00 feet of that part of Government Lot 1 lying south of the centerline of Wright County Highway No. 114, now known as Pulaski Road.

The South Half of the Northeast Quarter.

The North Half of the Southeast Quarter, except that part platted as Greenbriar Estates, according to the plat thereof on file and of record in the office of the County Recorder, Wright County, Minnesota.

The South Half of the Southeast Quarter.

All in Section 16, Township 120, Range 25, Wright County, Minnesota.

PARCEL 4

Lot X of Auditor's Subdivision No. 2 of Government Lot 1.

That part of Government Lot 2 lying south of the centerline of Wright County Highway Number 114, now known as Pulaski Road, except therefrom that part thereof presently within the existing corporate limits of the City of Buffalo.

That part of Government Lot 3 lying south of the centerline of Wright County Highway No. 114, now known as Pulaski Road.

That part of Government Lot 4 lying south of the centerline of Wright County Highway No. 114, now known as Pulaski Road, except therefrom that part thereof presently within the existing corporate limits of the City of Buffalo.

The Northwest Quarter of the Southwest Quarter.

The Southwest Quarter of the Southwest Quarter, except therefrom that part thereof presently within the existing corporate limits of the City of Buffalo.

The East Half of the Southwest Quarter.

The Southeast Quarter.

All in Section 20, Township 120, Range 25, Wright County, Minnesota.

The North Half of the West Half of the Southeast Quarter of the Northwest Quarter.

The Northeast Quarter of the Northwest Quarter.

The Northwest Quarter of the Northeast Quarter.

The Northeast Quarter of the Northeast Quarter, except therefrom the Southeast Quarter of the Northeast Quarter of the Northeast Quarter.

The East Half of the Southeast Quarter.

All in Section 29, Township 120, Range 25, Wright County, Minnesota.