

**JOINT RESOLUTION OF THE CITY OF MONTICELLO
AND THE TOWNSHIP OF MONTICELLO AS TO THE
ORDERLY ANNEXATION OF PROPERTY**

WHEREAS, the City of Monticello ("City") and the Township of Monticello ("Township") desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statute § 414.0325, Subdivision 1; and

WHEREAS, City and the Township are in agreement to the procedures and process for orderly annexation of certain lands described herein for the purpose of orderly, planned growth; and

WHEREAS, the City and the Township desire to establish a joint planning board to administer planning, zoning and subdivision regulations within the Orderly Annexation Area; and

WHEREAS, it is in the best interest of the City, the Township and their respective residents to agree to an orderly annexation in furtherance of orderly growth and the protection of the public health, safety and welfare; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City of Monticello, Wright County, Minnesota, and the Township of Monticello, Wright County, Minnesota, as follows:

1. The City and Township hereby modify the existing Orderly Annexation Area ("OAA") established by order of the Minnesota Municipal Board in file no. A-2467(OA) to include those properties shown on the attached Exhibit A and legally described on the attached Exhibit B. All properties within the OAA shall remain in the Township until annexed to the City in accordance with the terms of this agreement.
2. Pursuant to Minn. Stat. §414.0325, The City and Township hereby establish a Joint Planning Board ("Planning Board") consisting of five members, two appointed by the City, two appointed by the Township, and a fifth member appointed by the Wright County Board. All appointments shall be for staggered two year terms, with one City and one Township term expiring each year. The City and Township shall make their respective initial appointments by April 1, 1998, and shall each initially appoint one

member for a one year term and one member for a two year term. The Planning Board shall have exclusive planning, zoning and subdivision jurisdiction over all lands in the OAA so long as said lands remain within the Township. Funding for the Planning Board shall be split between the City and Township on the basis of their assessed values. The Wright County Planning and Zoning Administrator shall act as Planning and Zoning Administrator for the lands within the jurisdiction of the Planning Board.

3. The Planning Board shall adopt a land use plan, and zoning and subdivision ordinances within one year of the date of this agreement, and, as soon as practicable shall place a moratorium on 1) subdivisions of less than 40 acres, 2) rezoning and variance requests, and 3) conditional use requests with said moratoriums to be terminated upon the adoption by the Planning Board of said land use plan, zoning and subdivision ordinances. If the Planning Board fails to adopt a land use plan within one year of the date of this agreement, this agreement shall be null and void. The existing land use plan, zoning and subdivision controls within the OAA shall remain in force for a period of one year after the date of this agreement or until the adoption of a new land use plan, zoning and subdivision controls, whichever occurs first. During said one year period, but prior to the time a new land use plan is adopted, annexations of land pursuant to this agreement may occur according to the terms of this agreement, except that the requirement of paragraph 7(B) that the proposed use of lands annexed be consistent with the Planning Board's land use plan shall apply only to property shown on the City's Southwest Area Concept Plan until the Planning Board adopts the new land use plan required by this paragraph, at which time all property annexed must then be consistent with the new land use plan. The land use plan will incorporate the City's Southwest Area Concept Plan attached as Exhibit C. The Planning Board's zoning and subdivision ordinances may be modeled after the City's own zoning and subdivision ordinances. The Planning Board ordinances shall specify interim land uses and zoning classifications, and future land uses and zoning classifications, the method of future land use authority transition within OAA, and the method in which the subdivision process will occur within the OAA. The Planning Board shall update the land use plan periodically. The Planning Board shall consider amendments to the land use plan upon petition of a landowner under the Planning Board's jurisdiction, upon request of the City or Township, or upon the Planning Board's own initiative.
4. Properties within the OAA may be annexed only by request of all landowners of the parcel to be annexed or upon request of the Township.
5. All annexed parcels must be contiguous to the City's border and consistent with the land use plan adopted by the Planning Board. Property annexed prior to the adoption

of the land use plan must be consistent with the Southwest Area Concept Plan, where applicable. Contiguous shall mean that the properties have a common, overlapping boundary of at least 66 feet. Said boundary shall be considered common if said overlapping would otherwise touch along the length of said common area but for the presence of an intervening roadway or railroad. Areas which the City serves with sanitary sewer service pursuant to a Minnesota Pollution Control Agency ("MPCA") order to serve said properties need not meet the definition of contiguous set out in this paragraph.

6. At least 50% of each parcel of property annexed by the City must be served with sanitary sewer service and municipal water service within three years of annexation to the City. Wetlands which remain unfilled shall be excluded from said 50% service requirement. If any annexed property is not so served within 3 years of the date of annexation, no future annexations of any property from the Township to the City may occur until said sanitary sewer service and municipal water service are extended to 50% of said annexed property. The restrictions of this paragraph shall not apply to any property meeting any of the following conditions:
 - A. Extension of sanitary sewer service or municipal water service to a particular parcel of property is rendered impossible due to a regulatory impossibility outside of the City's control. (e.g. MPCA will not allow the annexed property to be sewerred within 3 yr. time period).
 - B. The cost of installing sanitary sewer or municipal water service exceeds 150% of the City Engineer's good faith estimate of the cost of installing sanitary sewer service and municipal water service to said property (being the same estimate as that used for determining the amount of letter of credit or other surety required of developer).
 - C. Cemeteries and parcels used primarily for water towers or wastewater treatment plants.
 - D. Kjellberg's mobile home park (property PIDs #213100-154402 and 213100-154401), provided it is first served with sanitary sewer service over 50% of the property, in which case no municipal water service requirement shall apply.

7. All property annexed from the OAA shall be annexed only in accordance with the procedures detailed in the paragraph, unless the Township waives the requirements of this paragraph via a separate joint resolution for the orderly annexation of a particular parcel of property. The procedures below are listed in the chronological order in which they must occur:
 - A. One hundred percent of the landowners of the parcel to be annexed shall first submit an annexation petition to the City (said petition shall detail the intended use

of the property once annexed to the City) along with the following documentation:

- (i) If the proposed use of the land to be annexed requires a subdivision of the land before development, the landowner shall submit to the City all data required by the City's ordinance for the proper processing of a preliminary plat requirements;
 - (ii) If the proposed use of the land does not require a subdivision of the land before development, the landowner shall submit a site plan detailing the proposed use of the land as developed.
- B. The City shall forward this information to the Planning Board at least 10 days prior to the Planning Board's next scheduled meeting. The Planning Board shall make a finding directed to the City that the proposed use is consistent or not consistent with the land use plan adopted by the Planning Board and that the property to be annexed is contiguous or not contiguous with the City's borders according to the definition of contiguous set out in paragraph 5 above. The Planning Board shall make its finding and communicate that finding to the City within 40 days of receipt of said information from the City. If the Planning Board makes no finding within 40 days of receipt of said information from the City, then the parties may proceed as if a finding had been made on the 40th day and each party may exercise their respective rights under paragraph 7(C), (D) and (E) below. Property which the Planning Board has found to be not contiguous to the City or has found its intended use to be inconsistent with the land use plan may not be annexed by the City unless the Municipal Board specifically finds to the contrary pursuant to paragraph 7(D) below.
- C. After receiving the Planning Board's finding of consistency with the land use plan and contiguity of the property to the City's border, the City may grant the substantial equivalent of preliminary plat approval (or site plan approval if platting of the property is not required for its intended use). The City shall then enter into a development agreement with the landowner (or developer of the land), said development agreement to require the development of the land in a manner substantially similar to the proposed use presented to the Planning Board and consistent with the land use plan adopted by the Planning Board. Said development agreement shall require the developer to agree to install sanitary sewer service and water service to the property to be annexed and require the developer to put up a letter of credit or other security guaranteeing payment of the costs of the installation of said sanitary sewer service and municipal water service. The City must also find that the property is capable of being served with sanitary sewer service and municipal water service by the City within a three year period,

and the City must estimate the cost of the extension of such services.

- D. If the City and the Township disagree on the consistency of any proposed development with the Planning Board's land use plan, or if the City and Township disagree on the contiguity of the land to be annexed with the then-existing City boundaries, the parties shall submit these disputed issues to the Municipal Board (or its successor agency) for a determination of whether said property proposed to be annexed is consistent with the Planning Board's land use plan and/or is contiguous with the then-existing City boundaries in accordance with the definition set out in paragraph 5 above. Said appeal shall be made within 30 days after the Planning Board makes its finding or fails to make a finding on either the contiguous or consistency issues within the 40 day time period allowed in paragraph 7(B) above.

- E. Upon the completion of all requirements set out in subparagraphs 7 (A), (B) and (C) (or if the Municipal Board or its successor agency makes a determination that the property to be annexed is consistent with the land use plan and contiguous with the City's borders), the City may then annex, and the City and Township authorize the Municipal Board to order the annexation of said property to the City. The City may then grant final plat approval (or site plan approval, if appropriate) to the property. If the proposed development is a multi-phased development which has received the equivalent of preliminary plat approval under the terms of this paragraph, future phases of the proposed development shall remain in the Township until the installation of sanitary sewer service and municipal water service to at least 50% of the particular phase to be annexed can be accomplished within three years of the date of annexation.

- 8. This Orderly annexation agreement shall remain in force and binding upon the City and Township for 10 years from the date of its execution by both parties. At the beginning of the tenth year, the City and Township shall meet to discuss the renewal and/or modification of this agreement. If at any time during this agreement, the City has annexed 75% of the original vacant land within the OAA (as measured at the time of the execution of this agreement) and all such annexed lands have been served with sanitary sewer and municipal water in accordance with this agreement, the City and Township shall have six months to renegotiate the terms of this agreement. If a new or revised agreement is not adopted by the City and Township within said six month period, this agreement shall terminate at the end of said six month period.

- 9. Land owned by the City and located immediately west of and abutting Minnesota State Highway 25 (PID # 213100-154100) may be annexed by the City pursuant to paragraph 7 above or upon installation of sanitary sewer service through at least 500

linear feet of said parcel in the event the City installs sanitary sewer service in said parcel as a means of serving all or part of Kjellberg's mobile home park (PIDs #213100-154402 and 213100-154401) with sanitary sewer.

- 10. The City will not annex, attempt to annex, or support the annexation of any land outside of the OAA while this agreement is in force. In the event property from outside the OAA is annexed to the City (either via the Municipal Board, its successor agency or board, or any other agency with the authority to annex property) without the written consent of the Township, the City agrees that it shall not provide sanitary sewer service to such annexed properties during the term of this agreement. In the event the City violates this provision of the agreement, the City shall pay the Township all taxes collected from said lands annexed from outside the OAA without the Township's written consent for the duration of this agreement.
- 11. Paragraphs 4, 5, 6, 7 and 10 shall not apply to land upon which the MPCA orders the City to provide sanitary sewer service, provided the City provides sanitary sewer service directly to said properties. Any such lands, whether inside or outside the OAA, may be annexed by the City pursuant to any procedures allowed under then-existing law, notwithstanding the terms contained in this agreement.
- 12. All Taxes payable in the year of annexation will go to the Township for all properties annexed to the City. In addition, for all property annexed during the term of this agreement (except the Kjellberg mobile home park, PIDs #213100-154402 and 213100-154401), the City shall, at the time of annexation, pay the Township taxes equal to three times the amount of taxes due to the Township from the annexed property during the year of annexation. If the City annexes the Kjellberg mobile home park during the term of this agreement, the City shall, at the time of annexation, pay the Township three times the amount of taxes due to the Township solely from the land and attached buildings (excluding the mobile homes) during the year of annexation. The City need not pay the Township any taxes generated by the mobile homes or other personal property located in Kjellberg's mobile home park.
- 13. Upon approval by the respective governing bodies of the City and the Township, this joint resolution and agreement shall confer jurisdiction upon the Minnesota Municipal Board ("Municipal Board") so as to accomplish the orderly annexation of the lands described in the attached Exhibit A in accordance with the terms of this joint resolution and agreement.
- 14. Having designated the area described on Exhibit A as in need of orderly annexation, and having provided for all of the conditions of its annexation within this document, the parties to this agreement agree that no consideration by the Municipal Board is necessary.

15. The City and the Township mutually state that no alteration by the Municipal Board to the OAA boundaries as described on Exhibit A is appropriate or permitted.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTICELLO
THIS 2nd DAY OF MARCH, 1998.

William Fair
Mayor

Jay Oniel
City Administrator (Acting)

ADOPTED BY THE MONTICELLO TOWNSHIP BOARD THIS 5th DAY
OF MARCH, 1998.

Franklin E. Reno
Chairman

Barlene Sawatke
Clerk

WEST PART MONTICELLO T.12H-22N.-R.25W.

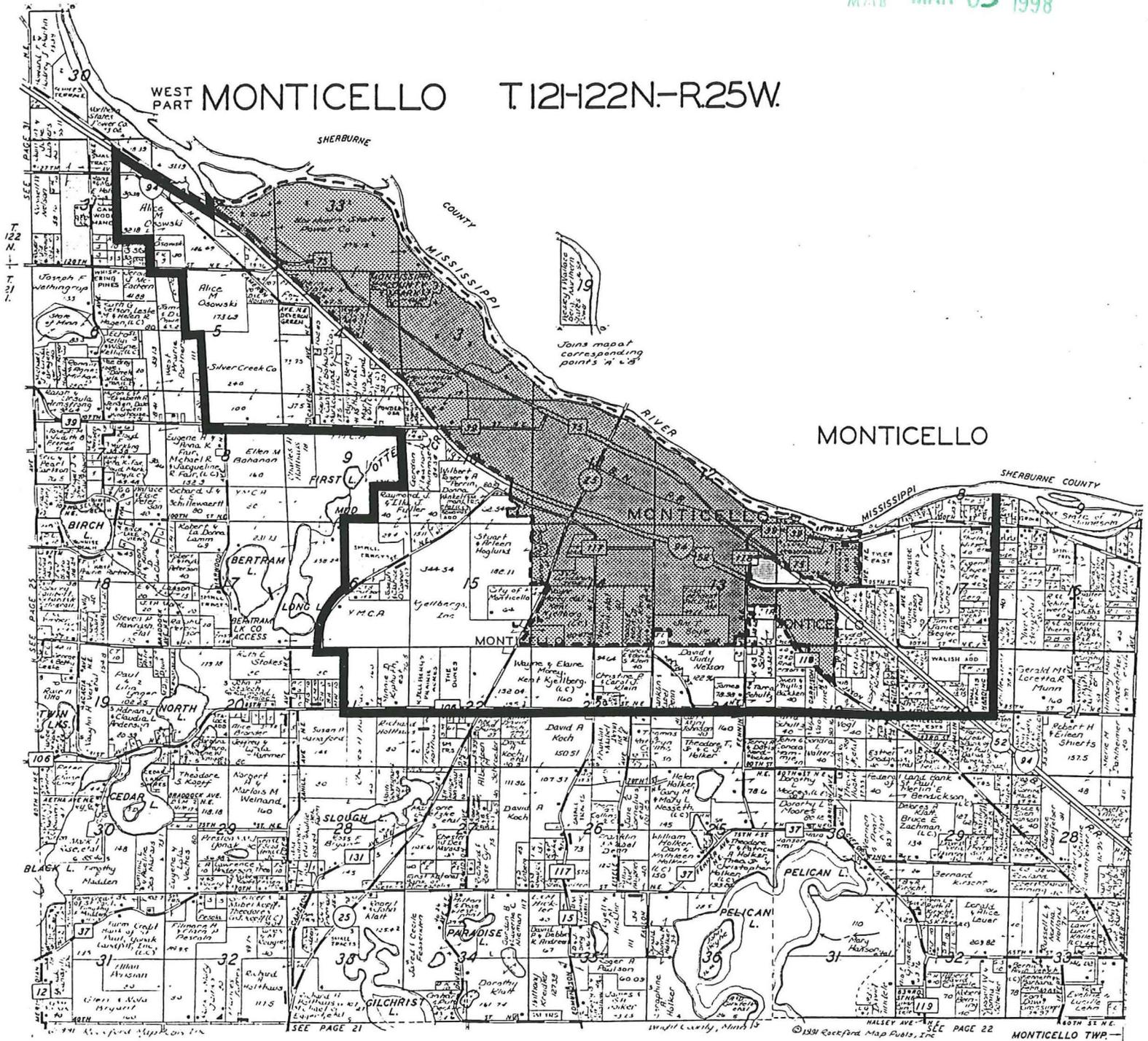


Exhibit A - Monticello Orderly Annexation Area

Beginning at a point on the Mississippi that marks the intersection with the North-South centerline of Section Thirty-two (32), Township 122 North, Range 25 West, Wright County, Minnesota; thence South on said line to the northeasterly right-of-way of Interstate Highway No. 94; thence northwesterly along said northeasterly right-of-way of Interstate Highway No. 94 to the west line of the East Half of the Northeast Quarter of Section 31, said Township 122, Range 25; thence southerly along said west line of the East Half of the Northeast Quarter of Section 31 to the northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 31; thence southerly along the west line of said Northeast Quarter of the Southeast Quarter of Section 31 to the southwest corner of said Northeast Quarter of the Southeast Quarter of Section 31; thence east along the south line of said Northeast Quarter of the Southeast Quarter of Section 31 to the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 32; thence southerly along the west line of said Southwest Quarter of Section 32 to the northwest corner of the South Half of the West Half of the Southwest Quarter of the Southwest Quarter of said Section 32; thence westerly along the westerly extension of the north line of said South Half of the West Half of the Southwest Quarter of the Southwest Quarter of Section 32 a distance of 82.85 feet; thence southerly, parallel with the east line of the Southeast Quarter of the Southeast Quarter of said Section 31 a distance of 264.30 feet; thence easterly, parallel with the south line of the South Half of the West Half of the Southwest Quarter of the Southwest Quarter of said Section 32 a distance of 130.85 feet; thence southerly a distance of 400.10 feet to a point on the south line of the South Half of the West Half of the Southwest Quarter of the Southwest Quarter of said Section 32 distant 56.00 feet east of the southwest corner thereof; thence easterly along the south line of said Section 32 to the northwest corner of the East Half of the Northwest Quarter of Section 5, said Township 121, Range 25; thence southerly along the west line of said East Half of the Northwest Quarter of Section 5 to the southwest corner of said East Half of the Northwest Quarter of Section 5; thence easterly along the south line of the Northwest Quarter of said Section 5 to the northwest corner of the East Half of Northeast Quarter of Southwest Quarter of said Section 5; thence southerly along the west line of the East Half of the Northeast Quarter of the Southwest Quarter and the west line of the East Half of the Southeast Quarter of the Southwest Quarter of said Section 5 to the northwest corner of the East Half of the Northeast Quarter of the Northwest Quarter of Section 8, said Township 121, Range 25; thence southerly along the west line of said East Half of the Northeast Quarter of the Northwest Quarter of Section 8 to the southwest corner of said East Half of the Northeast Quarter of the Northwest Quarter; thence easterly along the south line of said Northeast Quarter of the Northwest Quarter of Section 8 to the southeast corner of said Northeast Quarter of the Northwest Quarter of Section 8; thence East along County Road No. 39 to the Eastern boundary of section Nine (9), Township 121 North, Range 25 West; thence southerly along the east line of said Section 9 to the northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 9; thence westerly along the north line of said Southeast Quarter of the Southeast Quarter of Section 9 to the northwest corner of said Southeast Quarter of the Southeast Quarter of Section 9; thence southerly along the west line of said Southeast Quarter of the Southeast Quarter of Section 9 to the north line of the Northeast Quarter of Section 16, said Township 121, Range 25; thence westerly along said north line of the Northeast Quarter of Section 16 to the northwest corner of said Northeast Quarter of Section 16; thence southerly along the west line of said Northeast Quarter and the west line of the Southeast Quarter of said Section 16 to the centerline of 90th Street N.E.; thence southwesterly and southerly along said centerline of 90th Street N.E. to the north line of the Northwest Quarter of Section 21, said Township 121, Range 25; thence easterly along said north line of the Northwest Quarter of Section 21 to the northwest corner of the Northeast Quarter of said Section 21; thence southerly along the west line of said Northeast Quarter of Section 21 to the southwest corner of said Northeast Quarter of Section 21; thence easterly along the south line of said Northeast Quarter of Section 21 to the southwest corner of the Northwest Quarter of Section 22, said Township 121, Range 25; thence East on the East-West centerline through Section Twenty-two (22), Twenty-three (23), and Twenty-four (24), all in Township 121 North, Range 25 West, and continuing East on the same line through Section Nineteen (19) and 3/4 of Twenty (20), in Township 121 North, Range 24 West to the Township road; thence North to the Mississippi River; thence northwesterly along the course of the Mississippi River to the point of beginning, with the exception of the Village of Monticello as now platted.

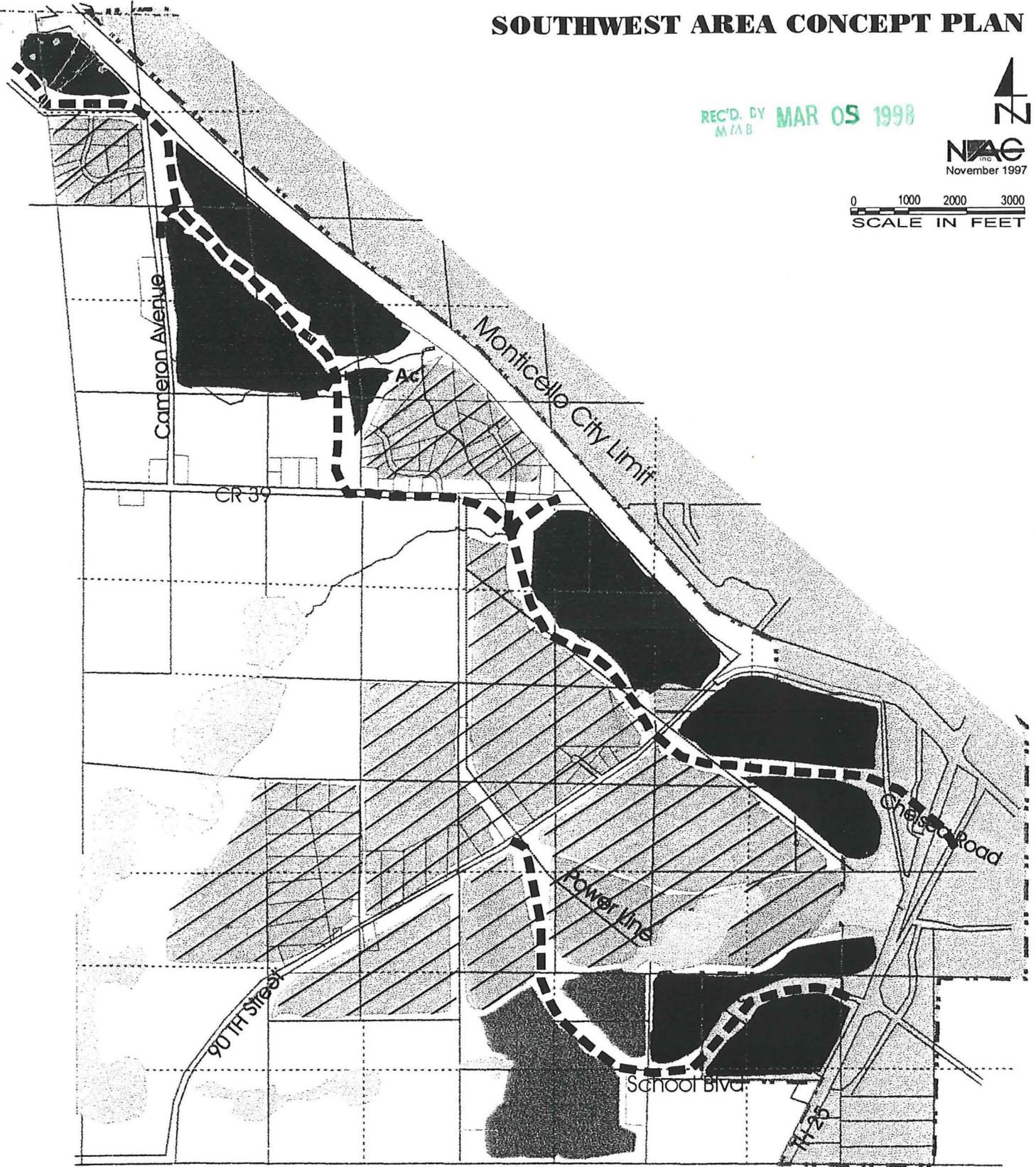
Exhibit B-Legal Description

SOUTHWEST AREA CONCEPT PLAN

REC'D. BY MAR 05 1998
M/I/B



0 1000 2000 3000
SCALE IN FEET



- | | |
|---|--|
|  Low Density Residential |  Industrial |
|  Medium / High Density Residential |  Public / Semi Public |
|  Commercial |  Future Street |



Exhibit C - Southwest Area Concept Plan