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**CITY OF STACY
TOWNSHIP OF LENT**

**CITY RESOLUTION NO. 22-____
TOWN RESOLUTION NO. 22-____**

A JOINT RESOLUTION FOR ORDERLY ANNEXATION

WHEREAS, the City of Stacy (“City”) of Chisago County, Minnesota, and the Township of Lent (“Township” or “Town”) of Chisago County, Minnesota, are in agreement as to the orderly annexation of certain lands described herein for the purpose of the creating orderly growth in the community; and

WHEREAS, the City and Township find that the Orderly Annexation Area (as described herein) is or is about to become urban or suburban in character and that the City is capable of and uniquely positioned to provide the requisite City services to the Township within a reasonable time; and

WHEREAS, the City is in the best position, relative to other, less enviable alternatives, to protect the public health, safety, and welfare of the Township’s residents going forward; and

WHEREAS, it is in the best interests of the City and Town that the Orderly Annexation Area be immediately and forthwith incorporated into the City of Stacy; and

WHEREAS, such annexation is of benefit to the City and the Township; and

WHEREAS, Minnesota Statutes 2021, section 414.0325, subdivision 1 (a) provides, in relevant part, that “[o]ne or more townships and one or more municipalities, by joint resolution, may designate an unincorporated area as in need of orderly annexation. . . .”

NOW THEREFORE, the City and Township desire to set forth such terms of orderly annexation by means of this resolution (“Agreement” or “Resolution”) as follows:

ARTICLE I: GENERAL

1. Orderly Annexation Area. All of the land presently situated in and located within the Township of Lent, Chisago County, Minnesota, as legally described on the attached Exhibit A, and graphically depicted on the attached Exhibit B, which exhibits are incorporated herein by this reference; the area so described and depicted on the exhibits is designated as an unincorporated area in need of immediate orderly annexation, pursuant to section 414.0325, as the same may hereafter be amended or supplemented from time to time. Said property described on Exhibit A and depicted on Exhibit B is herein referred to as the “Orderly Annexation Area”. It is the intention of the parties that the Orderly Annexation Area incorporate all of the lands presently located within the Town of Lent, such that upon completion of the annexation contemplated by this Agreement, the Town of Lent shall cease to exist as a separate entity but shall be fully incorporated within the City of Stacy. The Orderly Annexation Area is in need of City services, which the City of Stacy is uniquely capable of providing to the Orderly Annexation Area. All of the Orderly

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49 Annexation Area is now or is about to become urban or suburban in character.
50 Incorporation of the Orderly Annexation Area into the City of Stacy is in the Township's
51 and City's best interests.

52
53 2. Exclusive Procedures. This Agreement provides the exclusive means and methods by
54 which any land in Lent Township may be annexed to Stacy; Stacy will not attempt to annex
55 any of the Orderly Annexation Area hereby designated by any other means or using any
56 other methods. Minn. Stat. § 414.0325, subd. 6 (2021).

57
58 3. Immediate Annexation. The City and Township agree that the Orderly Annexation Area
59 will be annexed into the City forthwith, upon confirmation by the Minnesota Office of
60 Administrative Hearings – Municipal Boundary Adjustment Unit (“MBAU”). The parties
61 to this Agreement hereby consent to said annexation as of the date of the request and grant
62 the MBAU their approvals to accomplish the annexation in accordance with this
63 Agreement. The City and Township agree they will not oppose said annexation. The
64 MBAU is authorized and requested to take any and all such actions as may be necessary
65 and appropriate to accomplish the annexation contemplated herein by the parties hereto.

66
67 4. Effective Date/Applicability. This Joint Resolution shall be effective upon adoption by the
68 Town Board of Supervisors of Lent Township and the City Council of the City of Stacy
69 and acceptance by the MBAU.

70
71 5. **Requisite Election.** Pursuant to section 414.031, subdivision 4a, an election shall be
72 held between 45 and 60 days from the date this Agreement is approved and
73 annexation ordered by the MBAU; the election shall be for the new City Council,
74 Mayor, and any other elected City officials. The acting Clerk for the purposes of
75 administering this ad hoc election is: _____. The three
76 appointed election judges from the new, combined city shall be:
77 _____, _____, and
78 _____. If any of these persons becomes unavailable
79 to perform their duties, the an alternate shall be selected by mutual agreement of the
80 Town Board and City Council.

81
82 6. **Structure of Government.** The City government immediately post-annexation and until
83 it may be changed in accordance with Minnesota law at some date in the future, shall be
84 made up of a city council of four council members. Two of them shall be elected from a
85 ward made up of the prior Township territory and two of them shall be elected from a ward
86 made from the boundaries of the City of Stacy prior to annexation. For the initial election
87 after annexation, each ward shall have a term that expires the first business day of January
88 the next odd-numbered year and a term that expires the first business day of January of the
89 second odd-numbered year. No candidate for council member shall run for a particular
90 term but the number of years in the term of each successful candidate shall be determined
91 by the relative standing among the candidates for office, the longest terms going to the
92 candidate in each ward who received the highest number of votes. Additionally, the council
93 shall have an at-large mayor, elected for a two-year term by all residents of the newly
94 combined City. If the election occurs in the last four months of the even-numbered year,
95 no election shall be held in the city on the annual city election day that year, and the next
96 following year shall be disregarded in fixing the expiration of terms of officers chosen

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97 under this subdivision in the initial election. After the initial election after annexation, the
98 City Council may abolish the ward system by resolution.
99

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101 **ARTICLE II: JURISDICTION AND APPROVALS**
102

- 103 1. Municipal Boundary Adjustment Unit of the Minnesota Office of Administrative Hearings.
104 Upon approval by the Township Board and City Council, this joint Resolution shall confer
105 jurisdiction upon the MBAU, or its designated successor, so as to accomplish the orderly
106 annexation contemplated hereby, in accordance with the terms and conditions of this Joint
107 Resolution.
108
- 109 2. MBAU Review, Comment. The Township and city mutually agree and state that this
110 Agreement sets forth all the conditions for annexation, and that no further or separate
111 consideration by the MBAU is necessary. The MBAU may review and comment on this
112 Agreement, but shall, within 30 days, order the annexation as contemplated herein, in
113 accordance with the terms of this Agreement.
114
- 115 3. Alteration of Boundaries. The Township and City mutually agree and state that no
116 alterations by the MBAU of the stated boundaries of the area designated for orderly
117 annexation in this Agreement is necessary, permissible, or appropriate.
118
- 119 4. Authorization. The governing bodies of the Township and City, as well as the MBAU, are
120 hereby authorized and directed to give full force and effect to the terms of this Agreement.
121
- 122 5. Apportioned Assets and Obligations. Upon the effective date of this annexation, all money,
123 claims, or properties, including real estate owned, held, or possessed by the Township, and
124 any proceeds or taxes levied by the Township, collected or uncollected, shall be, and be
125 the property of the City, with full power and authority to use and dispose of the same for
126 public purposes as the council may deem appropriate, subject to the same restrictions and
127 limitations under which the Township held the money, claim, or property. The City shall
128 also succeed the Township as to any financial obligations owed by the Township, except
129 that any bonded debt of the Township shall be apportioned only to the properties in the
130 Orderly Annexation Area, in accordance with section 414.067 Subdivision 2.
131 Notwithstanding the foregoing, the Township and City shall maintain separate books and
132 will immediately begin working towards integrating all of the finances and obligations of
133 each respective government unit upon annexation, while anticipating that full integration
134 shall only occur after the new City Council is elected.
135

136 **ARTICLE III: STATUTORY CITY; AT LARGE VOTING**
137

- 138 ~~1. Statutory City. The City of Stacy is a statutory city under chapter 412, which uses at large~~
139 ~~voting, as opposed to a ward or district system found exclusively in Minnesota home rule~~
140 ~~charter cities. The parties have no desire to or intention of converting Stacy into a home~~
141 ~~rule charter city.~~
142

143 **ARTICLE IV: PROPERTY TAXES**

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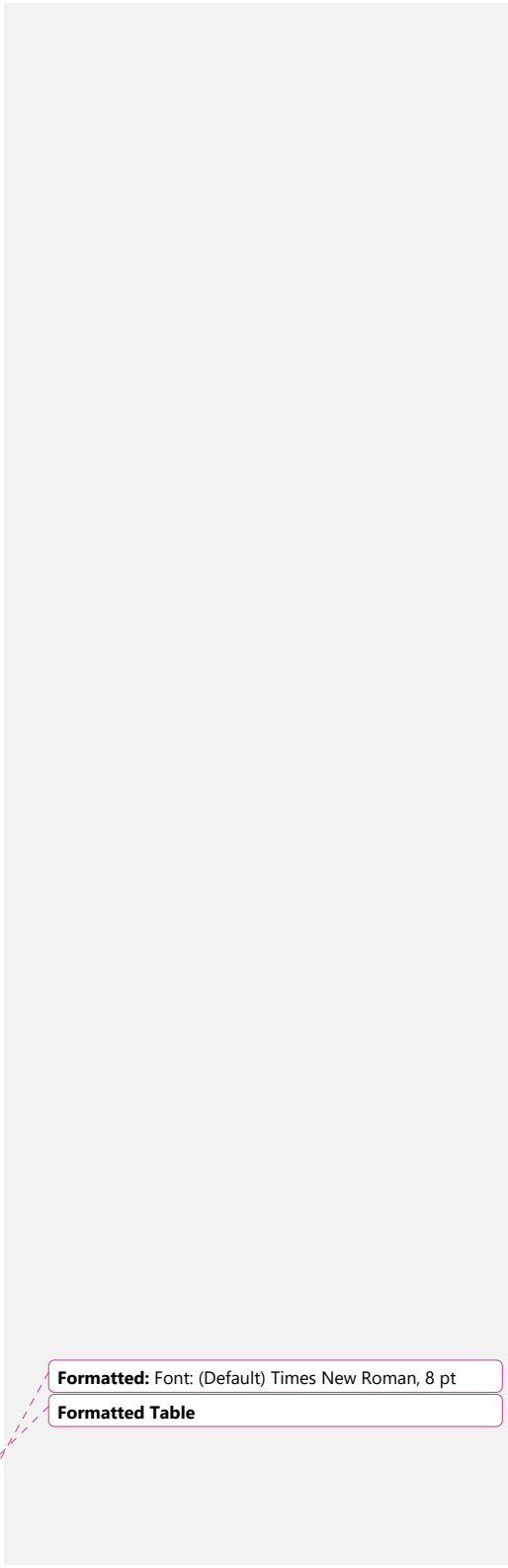
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- 1. ~~Rural Tax District.~~ Prior to January 1, 2023, the City shall establish and maintain for ten (10) years a rural service district, pursuant to section 272.67, to include at a minimum all farm, open space, and rural residential areas annexed to the City under this Agreement. The rural taxing district, as of January 1, 2023, shall consist of the entire Orderly Annexation Area.
- 2. ~~Duration and Rate.~~ The rural taxing district shall be maintained by the City for at least 10 years from the date of its inception and have a tax rate of fifty percent (50%) of the City's tax rate. At the end of 10 years, or such later date as the City shall determine, the City shall phase out the differential tax rate over a period of time not less than five years, in equal increments, to those areas in which services are extended. The remainder of the Orderly Annexation Area where city services have not become available will remain in the rural service district until such time services become available to residents of those areas.
- 3. ~~Moratorium.~~ There shall be a moratorium on any new municipal taxes (property taxes, sales tax, etc.) for a period of ten (10) years following the date of annexation contemplated hereby, unless otherwise voted on and approved by vote at a general election.

ARTICLE V: IMPROVEMENTS AND SPECIAL ASSESSMENTS

- 1. ~~Deferral.~~ The City agrees to defer any new water or sanitary sewer assessments levied against residential homes which exist as of the date of this Agreement, until the homes connect to city utilities. In no case would assessments for existing homes for provision of sanitary sewer and city water exceed \$15,000 per buildable lot. The interest rate on such assessments shall in no case exceed 3%, and in no case shall an assessment term be less than 10 years.
- 2. ~~New Projects.~~ Prior to January 1, 2023, public improvement projects within the Township may be undertaken by either the Township for the City or by the property owners/developers pursuant to an agreement with the City. Assessments on agricultural, open space, or non-platted areas must be deferred until platting or development.
- 3. ~~Other Utility Charges.~~ Availability, connection, or other charges imposed on areas serviced by these public improvements may not exceed the charges established for properties located within the City.
- 4. ~~Required Connection to City Services.~~ No property with a structure located on it at the time of execution of this Agreement by the City and Township will be forced to connect to city water or sewer services, except when (1) those services become available to a resident; AND (2) upon a determination by County or State personnel that a septic system servicing the property is failing, or that the water supply servicing the property is unfit for human consumption.

**ARTICLE VI: FIRE SERVICE; MAINTENANCE/OFFICE; BUILDING PERMITS;
ACCESS TO CITY FACILITIES AND PROGRAMS; CONTRACTS/FINANCES;
EMPLOYEES**



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- 192 1. Fire Service. Until January 1, 2023, the Stacy-Lent Fire Department shall continue to
193 provide fire protection services to the Orderly Annexation Area at the same rate and extent
194 such services are presently being provided for by the City, and thereafter to the same extent
195 and character as provided to other property within the City.
196
- 197 ~~2. Maintenance. Until January 1, 2023, the City maintenance and office staff shall continue
198 providing maintenance and administration to areas within the City, and the Town
199 maintenance and office staff shall continue to provide services within the Orderly
200 Annexation Area. Thereafter, the City Council will determine how best to restructure
201 provision of office administration and maintenance services.~~
- 202
- 203 ~~3.2. Building Permits~~. A combined staff of former Township zoning and/or building personnel
204 and City zoning and/or building personnel will administer permitting and inspections
205 throughout the new municipal boundaries, until such time as the new City Council can
206 provide for integrated permitting and administration.
- 207
- 208 ~~4.3. Other City Services; Facilities; Programs~~. Upon execution of this Agreement, residents of
209 the Orderly Annexation Area shall enjoy the same access and terms of use as the City
210 residents to City services, recreational facilities and programs.
- 211
- 212 ~~5.4. Interim Road Maintenance~~. Should Chisago County turn any of the roads back in the
213 Orderly Annexation Area prior to January 1, 2023, the City shall assume responsibilities
214 for road maintenance and shall be considered the road authority for control and liability
215 purposes.
- 216
- 217 ~~6.5. Land Use Moratorium~~. There shall be a moratorium on land-use regulation changes for a
218 period of ten (10) years following annexation by the City Council, unless such changes
219 occur by referendum vote at a general election.
- 220
- 221 ~~7.6. Comprehensive Plans/Land Use (Zoning)~~. Until such time that a new Council is seated and
222 has implemented a new comprehensive plan, land-use controls, and other administrative
223 measures, the plans and controls in place at the time prior to the annexation shall remain in
224 effect for the respective areas (City/Township).
- 225
- 226 ~~8.7. Contracts/Finances~~. Notwithstanding Article II, Section 5, the City and Town shall
227 maintain separate finances and have separate legal liabilities/responsibilities/insurance
228 until such time as the new City Council is seated and can coordinate the administration of
229 the annexation, which shall be approved by the electorate at the next general election.
- 230
- 231 ~~9.8. Rights and Privileges~~. The Orderly Annexation Area shall retain the rights and privileges
232 currently enjoyed by the voters, including, but not limited to:
- 233
- 234 a. Lawful outdoor burning; and
235 b. Legal hunting, shooting, and trapping; and
236 c. Legal use of all terrain vehicles (ATVs) snowmobiles, and other off-road vehicles
237 on private property; and
238 d. Legal keeping of pets and livestock; and

239 e. All other reasonable uses currently permitted under local and county ordinances,
240 state and federal laws.

241
242 9. Employment. The City of Stacy, post annexation, will employ all employees from the
243 Township, and will ensure no positions are eliminated for one calendar year of the effective
244 date of the annexation. Nothing about the foregoing shall prevent the City of Stacy from
245 terminating an employee for cause. But during the aforementioned 12-month period, no
246 employee will be eliminated for redundancy or based on a determination that their job is
247 no longer necessary.

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249 **ARTICLE VII: MISCELLANEOUS**

251
252 1. Minnesota Law. The terms and conditions of this Agreement are created as an addition or
253 complement to the requirements for annexation, as required by Minnesota law. The
254 language herein contained shall in no way be deemed to circumvent or reduce the
255 requirements established by law. Nothing contained in this Agreement is intended to confer
256 or expand upon any power or authority that the MBAU does not have under Minnesota
257 law.

258
259 2. Severability and Repealer. A determination by a court or agency of competent jurisdiction
260 that a provision of this Agreement is unlawful or unenforceable shall not affect the validity
261 or enforceability of other provisions herein.

262
263 3. Optional Plan A. The City Council shall put to the voters the question of whether to select
264 the "Optional Plan A" form of government in section 412.541, subdivision 1, according to
265 the procedures found in section 412.551, at the next general election of the City following
266 annexation, with the following:

267
268 a. A six (6)-member City Council, with a 'weak' Mayor voting as the seventh Council
269 member;

270 **ARTICLE VIII: ENFORCEMENT**

271
272
273 1. Each voter located within the Orderly Annexation Area is a beneficiary of this Agreement
274 and shall have standing to seek enforcement of this Agreement in District Court in Chisago
275 County, Minnesota.

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279 **TOWNSHIP OF LENT:**

280

All those in favor:

All those opposed:

281 Adopted this __ day of _____, 2022

BY THE BOARD

282

283

284

Township Chairperson

285

Motion passes _____ or fails _____

286

287

Attest: _____

288

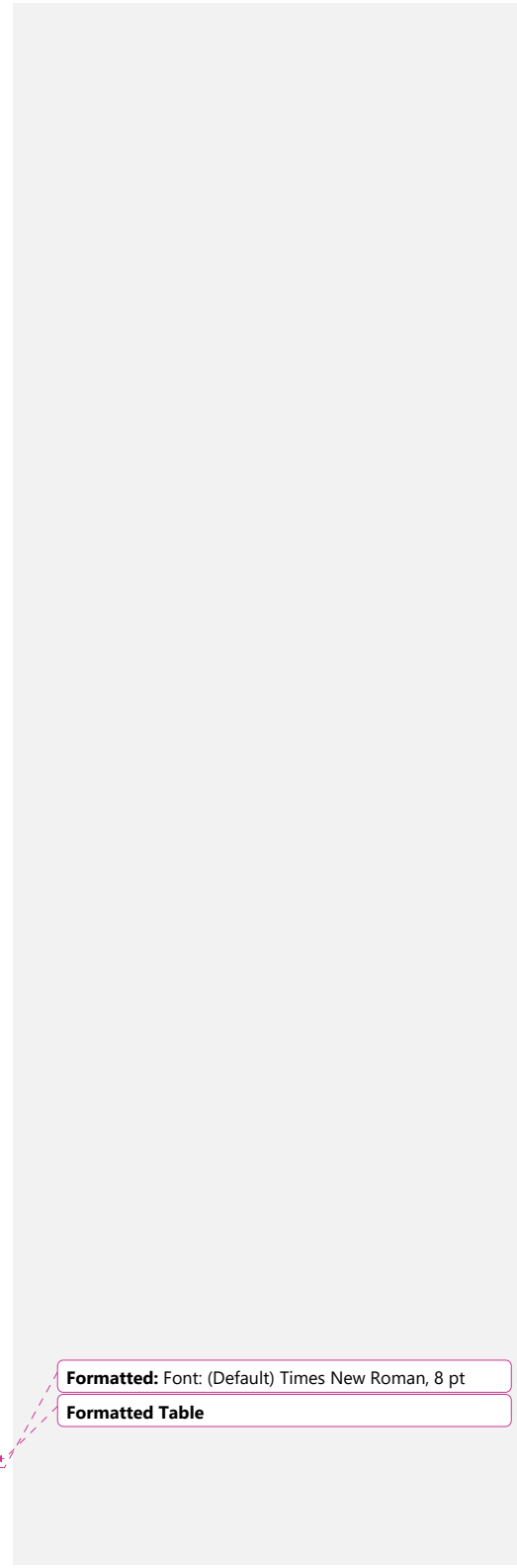
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290 **CITY OF STACY:**

291

All those in favor:

All those opposed:

292 Adopted this __ day of _____, 2022

293

294

Mayor

295

Motion passes _____ or fails _____

296

297 Attest: _____

298

City Clerk

299

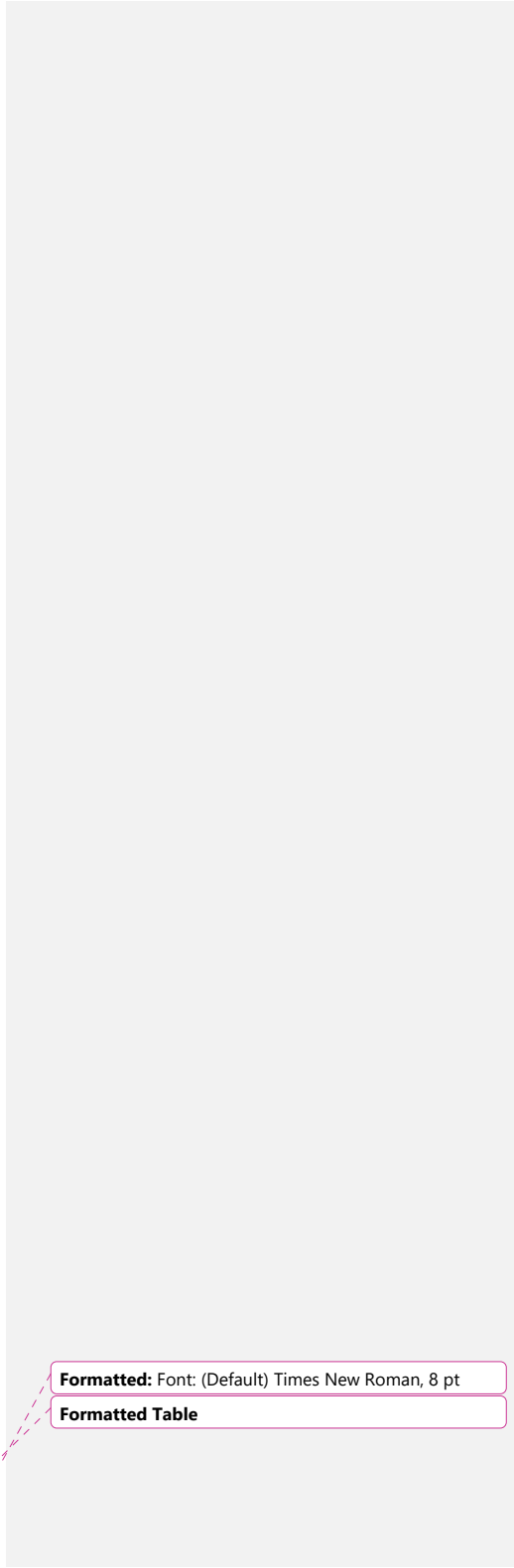
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- 300 Exhibits:
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- 302
- 303 Exhibit A – Legal description of Orderly Annexation Area
- 304 Exhibit B – Map of Orderly Annexation Area
- 305 Exhibit B – Zoning Map
- 306
- 307

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