

**AGREEMENT FOR  
ROAD MAINTENANCE  
FIRE PROTECTION &  
ORDERLY ANNEXATION**

This agreement is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City Council in and for the **City of Rockville**, a Municipal corporation (“City”), and the Town Board of Supervisors of **Maine Prairie Township**, Stearns County, Minnesota (“Township”).

**ROAD MAINTENANCE:**

**WHEREAS**, the following roads divide the City and Town limits and/or lead into the City: share the following described town line road(s):

Grand Lake Road (CR 8 East to 11092 Grand Lake Road - Tarvia  
Grand Lake Road (East of Agate Beach Road - Gravel  
210<sup>th</sup> Street (CR 8 West to Rockville/Wakefield Twp line) - Tarvia  
Rausch Lake Road (200’ south of CR 141) -- Tarvia

**WHEREAS**, Minn. Stat. § 160.07 authorizes the City to appropriate and expend such reasonable sums as it may deem proper to assist in the improvement and maintenance of roads, bridges, or ferries lying beyond the boundary of and leading into the City;

**WHEREAS**, Minn. Stat. § 164.14 authorizes the City and the Township to enter into an agreement to establish, alter, vacate, and maintain a road along the line between the City and the Township; and

**WHEREAS**, The City and the Township desire to enter into this Agreement to establish the terms and conditions for the future maintenance of the aforementioned roads.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each party shall derive here from, the City and the Township hereby agree:

1. Maintenance. The scope of this agreement shall be limited to maintenance of the roads. For purposes of this Agreement, “maintenance” includes:
  - Snow plowing – City of Rockville to plow tarred roads
    - Maine Prairie Township to plow gravel roads
    - The cost to plow snow on 210<sup>th</sup> shall be billed to Township
  - Re-construction – cost shall be split 50/50 upon mutual agreement of both parties as to the type of improvement and cost.
  
2. Cost. All costs related to the performance of maintenance under this Agreement will be paid for by Maine Prairie Township at the present city fee.

3. Amendments. Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each Entity.

**FIRE PROTECTION**

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said Township, services of the first party's fire department, and the electors of said town having pursuant to law, provided a fund for the furnishing of such service and,

WHEREAS, the first party has by appropriate action authorized its President or Mayor and Recorder to enter into a contract with the second party for the furnishing of said service.

NOW, THEREFORE, it is mutually agreed between the parties hereto, that for a period of 10 years from and after the date hereof, the Fire Department of the first party will answer any and all fire calls of the residents in the following sections of Maine Prairie Township: Sec. 5,6, W-1/4 of 4, N-1/2 of 7, 8, 31, 32, 33, 34, 35, 36 & North Shore of Goodners Lake and will respond to such calls with suitable fire fighting apparatus manned by at least three members of the Fire Department, who will render all assistance possible in the saving of life and property. In consideration of said services, second party agrees to pay as follows: \$\_\_\_\_\_ total yearly fee.

It is understood and agreed however, that at times weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such service, in which event, failure to furnish the service herein agreed upon, shall not be taken to be a breach of this agreement.

It is further agreed that this contract shall continue to be in effect for a period of not more than ten years with the privilege of canceling by either party with a written notice within 90 days.

**CONTRACT DATE: April 1, 2010 To April 1, 2020.**

**ORDERLY ANNEXATION:**

**IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN  
THE CITY OF ROCKVILLE AND MAIN PRAIRIE TOWNSHIP  
PURSUANT TO MINNESOTA STATUTES § 414.0325**

WHEREAS, the City of Rockville and Main Prairie Township designate for orderly annexation, the following described lands located within Maine Prairie Township, County of Stearns, Minnesota:

Sec. 31, 32, 33, 34, 35, 36 of former City of Rockville

and,

**WHEREAS**, the City of Rockville and Maine Prairie Township are in agreement as to the orderly annexation of the unincorporated land described; that both believe it will be to their benefit and to the benefit of their respective residents; and

**WHEREAS**, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Rockville and Maine Prairie Township may agree on a process of orderly annexation of a designated area; and

**WHEREAS**, on \_\_\_\_\_, 20\_\_ a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325 Subd. 1b; and

**WHEREAS**, the City of Rockville and Maine Prairie Township have agreed to all the terms and conditions for the annexation of the above-described lands within this document and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, jointly by the City Council of the City of Rockville and the Township Board of Maine Prairie Township as follows:

1. **(Property.)** That the following described lands in Maine Prairie Township are subject to orderly annexation pursuant to Minnesota Statutes § 414.0325, and that the parties hereto designate those areas for orderly annexation, to wit:

***INSERT THE COMPLETE AND ACCURATE PROPERTY DESCRIPTION.  
DO NOT USE DESCRIPTIONS FROM PROPERTY TAX STATEMENTS.***

2. **(Acreage/Population/Usage.)** That the designated area consists of approximately \_\_\_\_\_ acres, the population in the subject area is \_\_\_\_\_, and the land use type is \_\_\_\_\_.

3. **(Jurisdiction.)** That Maine Prairie Township and the City of Rockville, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. **(Need.)** That the above-described property is urban or suburban or about to become so, and since the City of Rockville is capable of providing services to this area within a reasonable time, the annexation would be in the best interest of the area.

5. **(Conditions):**

*Phases*

*Timing*

*Initiating Triggers*

*Local procedures*

*Provision of Services*

*Road issues*

*Other intergovernmental agreements*

6. **(Planning).** Minnesota Statutes § 414.0325 Subd. 5 (as amended) requires parties to identify which statutory planning option they have agreed will govern the designated area, or if the parties have agreed to some other process within the orderly annexation agreement to accomplish planning and land use control over the designated area.

7. *(Tax Rate Step Up). Minnesota Statutes § 414.035 (1 – 6 years)Optional.*

*The tax capacity rate applicable to the property after annexation shall be increased in substantially equal proportions each year of a six year period until it equals the tax capacity rate of the City of Rockville.*

8. **(Municipal Reimbursement).** Minnesota Statutes § 414.036.

**a. Reimbursement to Towns for lost taxes on annexed property.**

In the first year following the year in which the City of Rockville could first levy on the annexed area, an amount equal to \$\_\_\_\_\_ ; and

In the second and final year, an amount equal to \$\_\_\_\_\_. (Payments may be extended up to 8 years.)

*OR:*

the Reimbursement of the property taxes to the Township shall be based on  
on property taxes collected by the Township in the last year it collected taxes  
be paid the annexed area, in a total amount equivalent to that payable under the former law (Minnesota Statutes § 414.033 Subd.12. 2005), but adjusted to  
in accordance with amendments to Minnesota Statutes § 414.036.

OR:

**Unless otherwise agreed to by the annexing municipality and the affected township.....**

Parties can agree to other payment terms or negotiate other financial arrangements or agree to **no** reimbursement.

**b. Assessments and Debt.**

That pursuant to Minnesota Statutes § 414.036 with respect to any special assessment assigned by the Township to the annexed property and any portion of debt incurred by the Township prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described (herein or attached exhibit) there are (1) no special assessments or debt.... or, (2) there is and the City of \_\_\_\_\_ will .....

9. **(Review and Comment).** The City of Rockville and Maine Prairie Township agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

10. *(Restrictions).*

11. *(Terms of Resolution).*

4. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous line road agreements presently in effect between the parties concerning the above described road(s).

Adopted by affirmative vote of all the members of the Maine Prairie Township Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_ TOWNSHIP

ATTEST:

By: \_\_\_\_\_  
Chairperson  
Board of Supervisor

By: \_\_\_\_\_  
Township Clerk

Adopted by affirmative vote of the City Council of Rockville, this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_.

CITY OF \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_