

CITY OF WACONIA  
RESOLUTION 2005-179

TOWNSHIP OF LAKETOWN RESOLUTION 2006-02

JOINT RESOLUTION STIPULATING TO THE AMENDMENT  
OF THE ORDERLY ANNEXATION AGREEMENT NO. 76-47 AND THE ORDERLY  
ANNEXATION OF PROPERTY

**WHEREAS**, the municipalities of Chaska, Victoria and Waconia, and the Township of Laketown, have agreed to an orderly annexation agreement (the "Agreement") pursuant to Minnesota Statutes Chapter 414 for the annexation of certain unincorporated territory in the Township of Laketown; and

**WHEREAS**, the Municipal Board of the State of Minnesota, pursuant to Resolution Number 76-47, has approved and ordered the implementation of such Agreement; and

**WHEREAS**, the City of Waconia (the "City") has received a request for the annexation of the approximately 13.1 acres of real property shown in **Exhibit A** and legally described on **Exhibit B** (the "Property"), which Property lies within the area designated in the Agreement for orderly annexation by the City; and

**WHEREAS**, the Property is to be part of a master planned, mixed-use development consisting of approximately 72 acres that will be serviced by utilities provided by the City of Waconia, and, therefore, is or is about to become urban and suburban in character; and

**WHEREAS**, the City has concurrently received and is entertaining a request for the annexation of certain real property from the Township of Waconia, which will comprise the balance of the master planned, mixed-use development, and, upon the completion of which, will render the Property contiguous to the City; and

**WHEREAS**, the City and the Township of Laketown (the "Township") hereby intend to amend the Agreement relating to the rights, duties and responsibilities of the Township and the City in regard to the Property;

**NOW, THEREFORE**, be it resolved by the City Council of Waconia, Minnesota and the Town Board of the Township of Laketown:

1. **The Property.** The terms of this Amendment shall only apply to the Property. This Amendment does not affect the terms of the Agreement in regard to any other real property subject to the Agreement.
2. **Annexation Designation.** The Township and the City hereby designate the Property for orderly annexation, pursuant to Minnesota Statute § 414.0325.

3. **Jurisdiction.** Upon approval of this Joint Resolution by the Township and the City, this Joint Resolution shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary Adjustments, or its successor, so as to accomplish said orderly annexation in accordance with the terms of this Joint Resolution.
4. **No Alteration of Boundaries.** The Township and the City agree that the Property is in need of orderly annexation and that no alteration of the stated boundaries as described in this Joint Resolution is appropriate.
5. **Annexation.** The Township and the City agree that the conditions of annexation shall be governed by this Joint Resolution and that no further consideration by the director is necessary. Therefore, the director may review and comment, but shall, within 30 days, order the annexation of the Property in accordance with the terms of this Joint Resolution.
6. **Corporate Boundaries.** Minnesota Boundary Adjustments shall amend the corporate boundaries for Waconia consistent with this Joint Resolution.
7. **Storm Water Drainage.** The city shall require the installation of wet storm water ponds to control the rate of runoff and provide water quality treatment. The City shall require storm water ponds with sufficient live storage to attenuate post-development runoff rates to pre-development runoff rates for the 2-year, 10-year, and 100-year 24-hour storm events; and the 100-year 10-day runoff event. From a water quality standpoint, the permanent pool volume shall be sized in accordance with National Urban Runoff Program (NURP) recommendations. Furthermore, the City will be responsible to maintain conformance with MPCA and NPDES rules for pollutant and runoff volume reduction. In addition, unless otherwise agreed to by the parties, the City, through its developer's agreement, shall require that any drain tile lines located on the Property and serving adjacent property within the Township either: 1) not be materially impacted by the development; 2) be connected to the City's storm sewer system; or 3) be relocated, as necessary, so as to allow such tile lines to serve their intended purpose.
8. **Levied Assessments.** The City does not assume by this annexation any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the Township or for which the Township levied special assessments. If the Property is paying special assessments levied by the Township, the City shall collect such money and return such money to the Township within 30 days of receipt by the City.
9. **Property Taxes.** Section 33 of the Agreement is hereby deleted in its entirety in regard to the Property. The mill levy of the City for the Property shall be the City's full rate.
10. **Development.** In regard to the Property, the City agrees as follows:
  - A. The City shall follow the development procedures outlined in the City of Waconia Subdivision Code.

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step up

- B. The City shall forward to the Town Clerk all preliminary plat submissions for the Property, and shall send the Town Clerk notice of all public meetings for concept plan approval, preliminary plat approval and final plat approval for the Property.
11. **Uses.** The City and the Township acknowledge that Minnesota Statutes Section 462.357 Subd. 1c provides that a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by amortization which use was lawful at the time of its inception. The City and Township agree to work in good faith to address issues that may arise as anticipated property use conflicts arise.
12. **Deferred Assessments.** With respect to road, sewer and water improvements to be constructed within the Property, the City's policy for deferred, delayed, or future assessments for such improvements against real property still located in the Township shall be as follows:
- A. **Sanitary Sewer and Water Utilities.** The City shall not specially assess any properties in the Township related to the cost of construction of sanitary sewer and water utilities installed as part of the development of the Property until such properties are annexed into the City, if ever. The City may not impose connection, access and area charges on properties in the Township until such properties are annexed into the City, at which point charges shall be applied as allowed by law or City code.
- B. **Street and Curb and Gutter and Storm Sewer Utilities.** The City shall not specially assess any properties in the Township related to the cost of construction of streets, curb, gutter or storm sewer for the Property until such properties are annexed into the City, if ever.
- C. **Reservation of Rights.** The City of Waconia reserves the right to enter into development agreements with the developer of the Property that vary from the terms of this paragraph with respect to such parcel.
13. **Authorization.** The appropriate officers of the City and Township are hereby authorized to carry the terms of this Joint Resolution into effect.
14. **Severability and Repealer.** A determination that a provision of this Joint Resolution is unlawful or enforceable shall not affect the validity or enforceability of the other provisions herein.
15. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement.
16. **Venue.** The venue for all actions concerning this Agreement shall be Carver County, Minnesota.

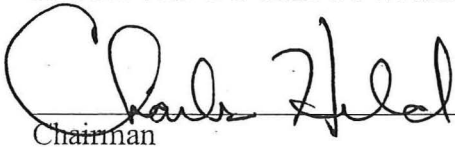


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17. **Entire Agreement.** With respect to the Property only, the terms, covenants, conditions, and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties.
18. **Notice.** Any notices required under the provisions of this Joint Resolution shall be in writing and deemed sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, to the City Administrator or to the Township Clerk at their official addresses.
19. **Legal Description and Mapping.** The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided in **Exhibit A** or mapping provided in **Exhibit B**, in the judgment of the Office of Administrative Hearings, the City and Township agree to make such corrections and file any additional documentation, including new **Exhibits A or B** making the corrections requested or required by the Office of Administrative Hearings as necessary to make effective the annexation of said Subject Area in accordance with the terms of this Joint Resolution.
20. **Construction Traffic.** For all properties annexed under this Agreement, the City shall require in its developer's agreements that during development (including construction of residences and other structures) all construction traffic shall use State highways, Carver County highways or City streets, and that Township roads may be used only when no Carver County highway or City street is available. The City's developer's agreements shall also require that the Developer pay the Township for the reasonable cost to repair any road damage that occurs when construction traffic uses Township roads in violation of this paragraph.
21. **Roads.** If use of the Township's roads is unavoidable or deemed appropriate by the Township, the City shall require that the Developer maintain any Township roads used during construction including, but not limited to, dust control coating, grading, and repair of any damage caused when construction traffic uses Township roads.

This Joint Resolution shall be effective solely upon approval by both the Laketown Township Board and the Waconia City Council.

APPROVED BY THE TOWNSHIP OF LAKETOWN THIS 13<sup>th</sup> DAY OF February, 2006.

  
Chairman

ATTEST:

  
Deb Vanderlinde, Clerk

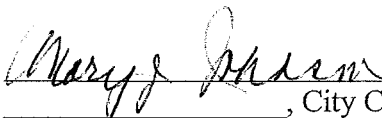
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APPROVED BY THE CITY COUNCIL OF THE CITY OF WACONIA THIS 7<sup>th</sup>

DAY OF November, 2005.

By:   
Mayor

ATTEST:

By:   
City Clerk

REC'D BY  
M.M.B.

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**EXHIBIT A**

**Depiction of Property**

**EXHIBIT B****Legal Description of Property**

That part of the SW 1/4 of SW 1/4 of Section 18, Township 116, North Range 24 West described as follows:

Commencing at a stone in the Southwest corner of said Section 18 and running along the northwesterly line of the right of way of the Minneapolis and St. Louis Railway as follows: North 40 degrees 29 minutes east a distance of 142.1 feet; thence north 36 degrees 00 minutes east a distance of 153.0 feet; thence north 28 degrees 04 minutes east a distance of 1289.9 feet; thence leaving said railway right of way and running west a distance of 790.5 feet to the west line of said Section 18; thence running south along the said west line a distance of 1374.0 feet to the place of beginning.



REC'D BY  
MMB

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Lake Waconia

