

REC'D BY
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NOV 03 2004

**WOODLAND TOWNSHIP RESOLUTION
NO. 04-09**

**CITY OF WAVERLY RESOLUTION
NO. 04 -09**

**JOINT RESOLUTION AND AGREEMENT FOR
ORDERLY ANNEXATION BETWEEN WOODLAND
TOWNSHIP AND THE CITY OF WAVERLY, MINNESOTA**

WHEREAS, the Woodland Township Board passed a resolution on September 13, 2004, approving the annexation to the City of Waverly of certain land owned by Ralph Douglas and Mary Douglas, husband and wife, and legally described as follows:

See attached Exhibit A

WHEREAS, the City Council of the City of Waverly agreed to the annexation of the above described parcel of land at its September 13, 2004 meeting; and

WHEREAS, the Woodland Township Board and the City Council for the City of Waverly have both determined that the annexation of a portion of the Township with the City is of mutual benefit to both parties and the residents there.

NOW, THEREFORE, BE IT RESOLVED by the Woodland Township Board and the City Council of the City of Waverly as follows:

1. **Designation of Merger Area.** Woodland Township (hereinafter "Township") and the City of Waverly (hereinafter "City") desire to designate, by joint resolution and agreement, the area encompassing the

territory of the Township as described herein (the "Annexed Parcel") subject to merger and orderly annexation under and pursuant to Minnesota Statutes Section 414.0325.

2. **Findings:**

- A. A property owner shall submit a petition for annexation to City;
- B. The property owner shall pay the \$250.00 per acre annexed.
- C. The property owner shall pay any deferred special assessments in full, including interest;
- D. City and Township shall discuss the petition and may schedule a joint meeting to discuss the petition with the property owner. City and Township will specifically address any environmental or water runoff concerns, whether an Environmental Assessment Worksheet is needed, or whether tile or waterways need to be improved;
- E. After the petitioner has met or agreed to perform all conditions or requirements of City and Township, including payment of the appropriate fee to Township, a joint resolution approving the annexation shall be drafted by City;
- F. The joint resolution approving annexation shall be signed by City and Township and forwarded to Municipal Planning;
- G. The annexation shall be effective when approved by Municipal Planning or its successor;
- H. Upon approval by Municipal Planning or its successor, the annexation agreement shall be recorded with the Wright County Recorder's Office;
- I. Contractors or Developers shall be required to maintain gravel roads used during construction, including but not limited to dust control coating, grading and repair of any damage caused and shall be required to post a performance bond in an amount of not less than \$10,000.00;
- J. Any roads which are wholly included in, or which border on at least one side of, an area being annexed into the City, will become the

property of the City effective upon the effective date of such annexation, and the City will thenceforth have responsibility for maintaining all such roads. The City further agrees to keep and maintain any existing field accesses in an annexed area;

- K. The entire roadway that borders City and Township as a result of an annexation shall be maintained by City;
- L. The parties agree that Wright County's Comprehensive Land Use Plan and zoning ordinances shall continue to be in full force and effect within the Territory, except, and until, respective parcels of property within the Territory are actually annexed into the City, whereupon the City's Comprehensive Land Use Plan and zoning ordinances shall be applicable to the property so annexed; Wright County shall also have responsibility for enforcing compliance with its Comprehensive Land Use Plan and zoning ordinances within the Territory, except, and until, respective parcels of property within the Territory are actually annexed into the City. A business located in the Territory may continue its use upon annexation as a non-conforming use although such use or occupation does not conform to the City's Comprehensive Plan or zoning regulations, but if such nonconformity or occupancy is discontinued for a period of more than one year, or any nonconforming building or structure is destroyed by fire or other peril to the extent of 50 percent of its market value, any subsequent use or occupancy of the land or premises shall be a conforming use or occupancy;
- J. Contractors or Developers shall be required to make a park dedication of at least 10% of the gross acreage annexed to City; and
- K. If an annexation becomes effective on or before August 1 of a levy year, City may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Township may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following year. City shall make no payments to Township for taxes levied on an annexed parcel except as provided in Section 5 herein.

3. **Population of Merger Area.**

- (a) The Township and the City state that the population of the annexed

area is approximately 0 persons.

- (b) The 2000 census results of the population of the City of Waverly was 732 persons. Therefore, following the annexation, the estimated population of the City will increase by 0 persons.
4. **State Agency Jurisdiction.** Upon approval by the respective governing bodies of the Township and the City, this Joint Resolution and Agreement confers jurisdiction upon the office of Minnesota Planning to accomplish the orderly annexation in accordance with the terms of this Joint Resolution and Agreement.
 5. **No Alterations of Boundaries.** City and Township mutually state that no alterations of the boundaries of the area designated herein for orderly annexation is appropriate.
 6. **Property Taxes.** – The City shall remit all delinquent taxes, charges and assessments collected from any portion of the Territory if such taxes or charges were originally payable while the delinquent property remained in Township. Additionally, when a property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CPR, and This Old House, and taxes that were deferred under one of these programs is paid to City, City shall remit to Township the amount which was deferred during the time the property was in the Township.
 7. **Authorization.** The appropriate officers of the City and the Township are hereby authorized to carry out the terms of this Joint Resolution and Agreement into effect.
 8. **Severability and Repealer.** Should any section of this Joint Resolution and Agreement be held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect.
 9. **Effective Date.** This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Township and the City, as provided by law.
 10. **Review and Comment by State Board.** The Township and the City mutually state that this Joint Resolution and Agreement sets forth all the conditions for the merger of the area designated herein for such merger and

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orderly annexation, and that no consideration by the office of Minnesota Planning is necessary. The office of Minnesota Planning may review, comment, but must, within thirty (30) days of receipt of this Joint Resolution and Agreement, order merger and orderly annexation in accordance with its terms and conditions.

Adopted by the Woodland Township Board this ^{23rd day of Oct. 2004} ~~13th day of September, 2004.~~ ^{g+} _{K.P.}

WOODLAND TOWNSHIP

By Kenneth W. Pawelk
Kenneth W. Pawelk, Supervisor

Attest:

Gloria Janikula
Gloria Janikula, Town Clerk

Adopted by the City Council for the City of Waverly this 13th day of September, 2004.

CITY OF WAVERLY

By Charles Bush
Charles Bush, Mayor

Attest:

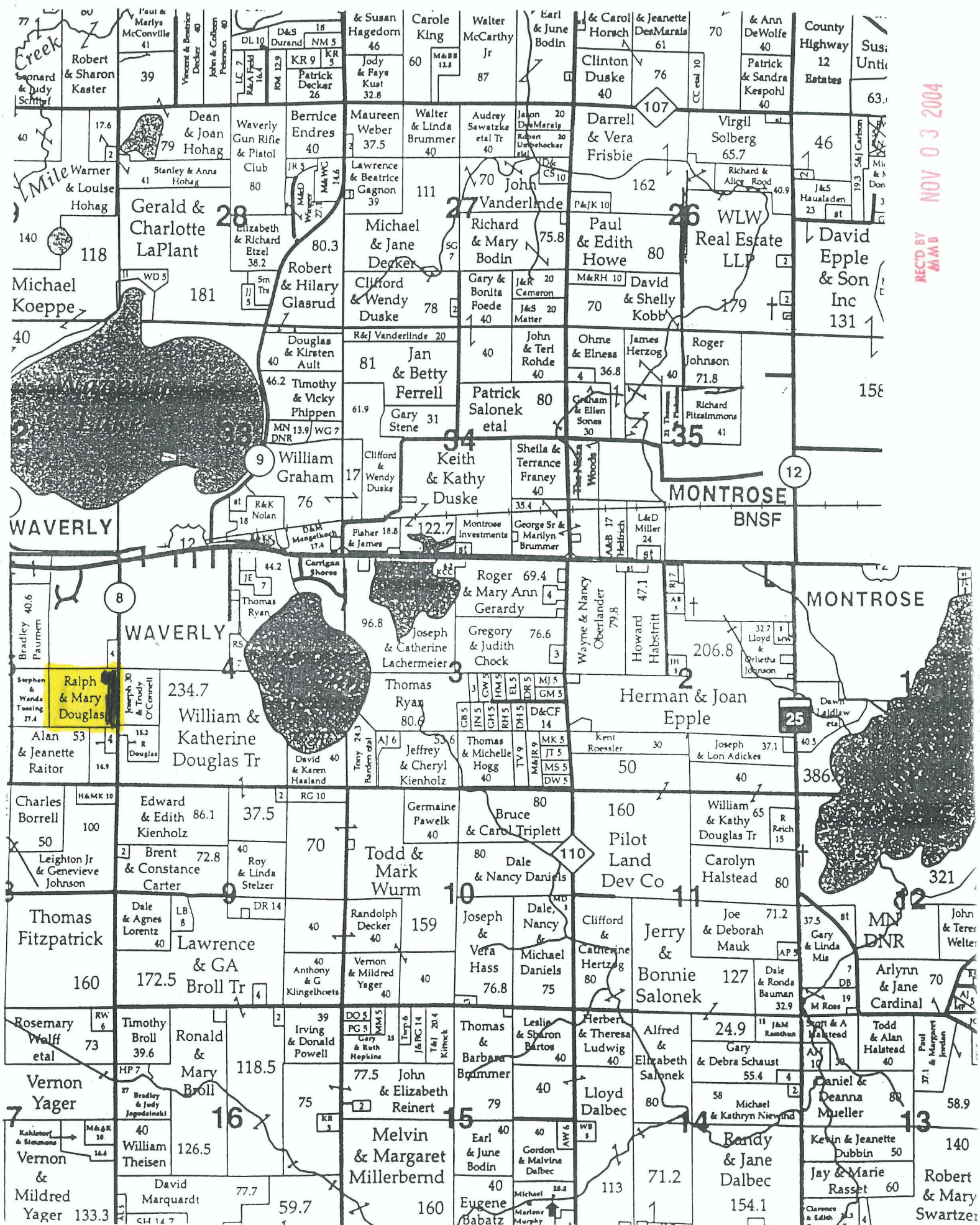
Deborah Ryks
Deborah Ryks, City Clerk

Drafted By:

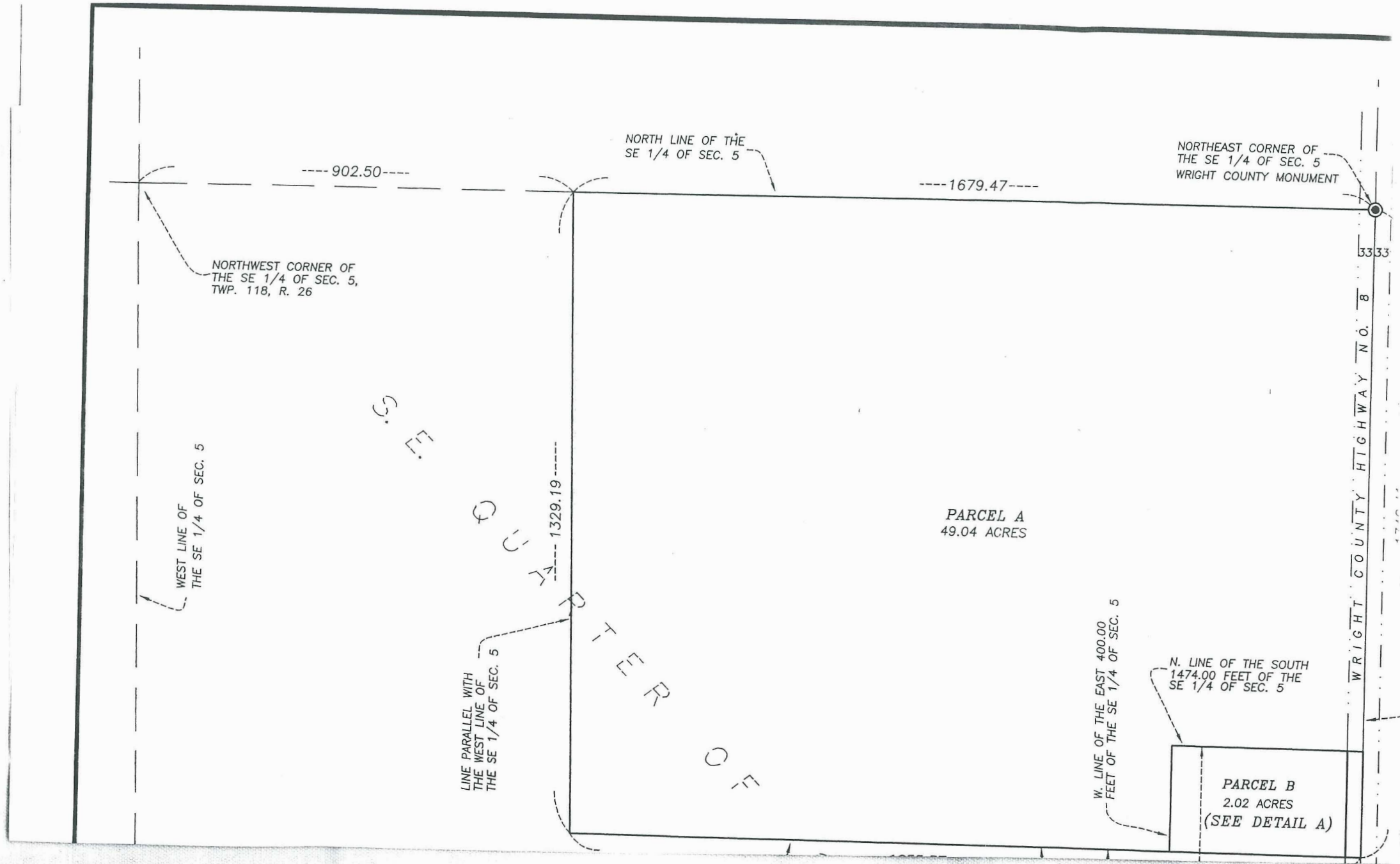
Johnson, Larson, Peterson & Matt, P.A.
908 Commercial Drive
Buffalo, MN 55313

EXHIBIT A

That part of the entire tract described as the Southeast Quarter of Section 5, Township 118, Range 26, Wright County, Minnesota, except the South 76 rods thereof, which is described as follows: Commencing at the northwest corner of said Southeast Quarter; thence East along the North line of said Southeast Quarter, a distance of 902.50 feet to the actual point of beginning; thence South parallel with the west line of said Southeast Quarter, a distance of 1329.19 feet to a line parallel with and distant 1254.00 feet North of the South line of said Southeast Quarter; thence East along said parallel line, a distance of 1655.37 feet to the east line of said Southeast Quarter; thence North along said East line, a distance of 1340.41 feet to the Northeast corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter, a distance of 1679.47 feet to the point of beginning, except: The North 220.00 feet of the South 1474.00 feet of the East 400.00 feet of the Southeast Quarter of Section 5, Township 118, Range 26.



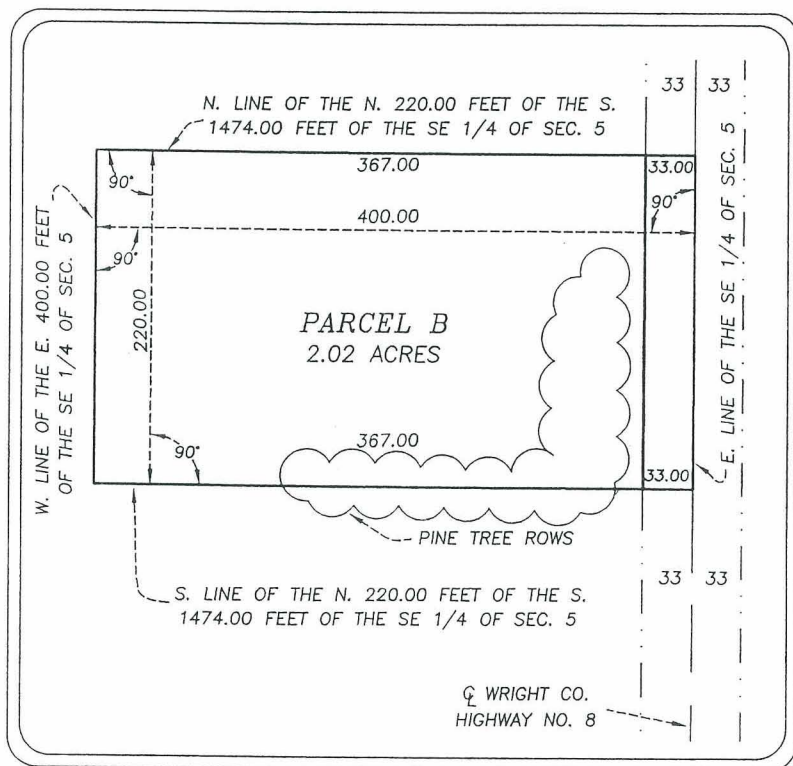
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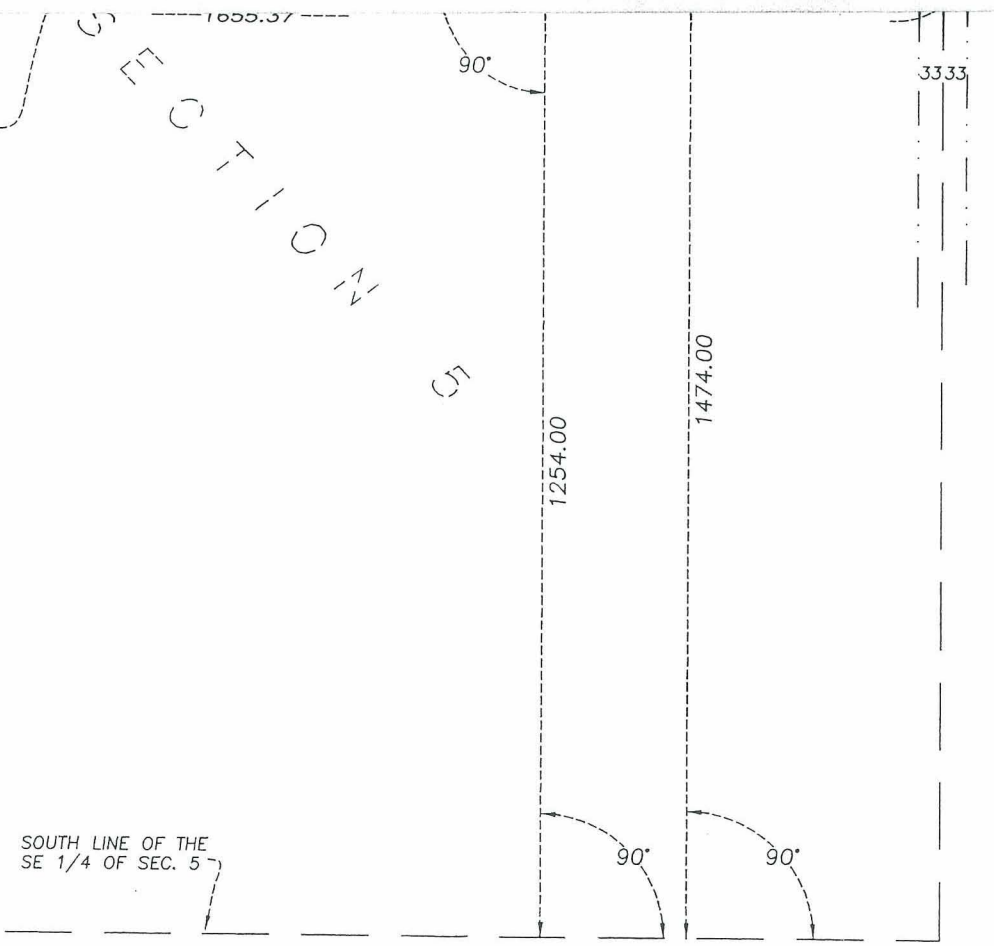
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M.M.B.

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DETAIL A
SCALE 1"=100'



LINE PARALLEL WITH AND
DISTANT 1254.00 FEET NORTH
OF THE SOUTH LINE OF THE
SE 1/4 OF SEC. 5



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PLAT BY AXT