

Municipal Boundary Adjustments Docket No. _____
City of Mayer Resolution No. 12-13-2004-19
Watertown Township Resolution No. 11-4-04

**CITY OF MAYER
WATERTOWN TOWNSHIP
COUNTY OF CARVER
STATE OF MINNESOTA**

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

WHEREAS, the City of Mayer ("City") and Watertown Township ("Township") desire to enter into an agreement to provide for the orderly development and extension of services to areas of the Township that are or are about to become urban or suburban in character; and

WHEREAS, the City and Township wish to encourage development and extension of services to properties in an orderly manner;

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

WHEREAS, it is in the best interest of the City, the Township and their respective residents to agree to 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 Joint Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City of Mayer, Carver County, Minnesota and Watertown Township, Carver County, Minnesota, as follows:

1. **Description of Orderly Annexation Area.** The area of 478 acres legally described on attached as Exhibit A and graphically depicted on the attached Exhibit B ("OA Area") is properly subject to orderly annexation under and pursuant to Minnesota Statutes §414.0325, and the parties hereby designate this area for orderly annexation as provided by statute.

2. **Provision of Municipal Services.** Upon annexation of a portion of the property described in Exhibit A, the City shall make a good faith effort to make municipal sanitary sewer service and municipal water service available to that parcel within three years from the effective date of the annexation.
3. **Department of Administration, Municipal Boundary Adjustments Jurisdiction.** Upon approval and execution of this agreement by the City and Township, this agreement shall confer jurisdiction upon the Department of Administration, Municipal Boundary Adjustments hereinafter referred to as "the MBA", or its successor pursuant to Minnesota Statutes, so as to accomplish said orderly annexation in accordance with the terms of this Agreement.
4. **No Alterations of Boundaries.** The City and Township agree that no alteration of the stated boundaries as described in this resolution is appropriate.
5. **Conditions for Annexation.** The City and Township mutually state that this resolution sets forth all of the conditions for annexation of the areas designated herein for orderly annexation and that no consideration by the MBA is necessary, the MBA may review and comment, but shall, within 30 days of receipt, order the annexation in accordance with the terms and conditions of this Joint Resolution.
6. **Approval Process.** The City and Township mutually state that properties legally described on Exhibit A and graphically depicted on Exhibit B, or a portion thereof, shall be annexed to the City by the MBA upon receipt of the City's resolution in accord with the terms of this Agreement as follows:
 - a. **Approval Process.** (i) Petition requesting annexation signed by the property owners of 100% of individual parcels of record; or (ii) agreement of both the City and the Township.
 - b. **Revenue Sharing.** To compensate the Township for the permanent loss of taxable property from Township tax rolls, upon annexation of any parcel by the City, the City shall pay the Township a per-acre amount ("Taxation Reimbursement") for all land annexed to the City under this Agreement. Unless agreed otherwise by the parties, said payment shall occur in two equal annual installments, the first of which is paid within 30 days of annexation with the second payment

one year later, such payments to be calculated in accordance with the following formula:

1. For unimproved land and parcels in excess of 20 acres that are improved with a structure by paying the Township \$250.00 per acre annexed into the City except those acres annexed into the City that are designated in the "Final NE Mayer AUAR Review Addendum and Executive Summary/Mitigation Plan" as wetlands (approximately 31 acres), public or institutional (approximately 15 acres), and up to 15 acres of parkland. If the designation of these areas in the Final Plat of Fieldstone changes, then those areas that change designation will be included in the per acre tax reimbursement formula.
2. The City shall remit all delinquent taxes, charges and assessment collected from any portion of the Orderly Annexation Area if such taxes or charges were originally payable while the delinquent property remained in the Township. Additionally, when a property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, This Old House, and taxes that were deferred under one of these programs is paid to the City, the City shall remit to Township the amount which was deferred during the time the property was in the Township.
3. For land improved with one or more structures (except parcels of land in excess of 20 acres which contain a structure), the City shall pay the Township 10 times the amount of taxes due to be collected by the Township on the annexed property in the year the property was annexed. Any property utilized for commercial or industrial purposes shall be considered improved.
4. 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. In the event that the City annexes land under this Agreement upon which outstanding special assessments levied by the Township remain at the time of annexation, the City shall forward to the Township upon receipt all special assessment

payments, which the City receives as a result of special assessments, levied by the Township.

Other than the reimbursement outlined above, no other reimbursement or taxes shall be owed to the Township from the City.


7. **Planning in the Orderly Annexation Area.** Planning, zoning and subdivision authority in the orderly annexation area shall be under the jurisdiction of the City, and all City zoning and subdivision ordinances and the City's Comprehensive Plan shall apply to the orderly annexation area. The City and Township shall jointly request the County of Carver to transfer planning, zoning, and subdivision authority over the orderly annexation area to the City of Mayer.
8. **Township Review.** The City shall provide the Township for Township review with copies of all concept plans and preliminary plat filings as such documents are submitted to the City for properties within the OAA.
9. **No Hearing Required.** Pursuant to Minnesota Statutes, Section 414.0325, the City and the Township agree that with respect to the properties described in attached Exhibit A, no hearing is required and the City may initiate annexation of the property described in Exhibit A by filing a resolution with the MBA, or its successor agency, and the Township. The Township agrees not to object to or oppose any annexation undertaken pursuant to the terms and conditions contained in this Joint Resolution.
10. **Roads within area designated for orderly annexation.** The parties agree as follows with regard to the roads located within the Orderly Annexation Area:
 - a. **Maintenance of Roads.** Except as specifically set out herein or unless otherwise agreed by the parties, the Township shall maintain all roads in the Orderly Annexation Area not annexed to the City and the City shall maintain all roads annexed to the City.
 - b. **62nd Street.** Upon approval and execution of this Agreement, that portion of 62nd Street as described on attached Exhibit A and graphically depicted on attached Exhibit B shall be immediately annexed to the City.
 - c. **Use of Township Roads.** For all properties annexed under this Agreement, the City shall require in its developer's agreements the following provisions:

1. That during plat development (including construction of residences) all construction traffic use State Trunk Highways, Carver County Highways or Mayer city streets, and that Township roads be used only when no State Trunk Highway, Carver County Highway or Mayer city street is available.
 2. That the Developer pay the Township for the cost to repair any road damage that occurs when construction traffic uses Township roads.
11. **Utility and Road Charges.** The City shall not specially assess Township properties for the costs of installing utilities or roads in the orderly annexation area. However, the City may recover its utility and road installation costs via connection charges that would be due upon connection of the abutting properties to the utilities. Connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of connection to said service.
 12. **Dispute Resolution.** The parties agree to mediate any disputes concerning the interpretation of this Agreement prior to initiating an action in District Court.
 13. **Venue.** This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota. The Venue for all actions concerning this Agreement shall be Carver County, Minnesota.
 14. **Annexation within the OA Area.** Unless otherwise agreed to by the parties, the City shall not annex any property from the OA Area except as set out in this Agreement. It is the intent of the parties that this Agreement set the exclusive procedures under which annexation from the Township to the City may occur within the OA Area.
 15. **Costs Associated with Orderly Annexation Agreement.** The City shall pay its own costs incurred in the negotiation, development and implementation of this Agreement and all applicable filing fees and other costs necessary to have the Joint Resolution filed with and approved by the MBA. The City shall pay the Township's costs and attorney's fees incurred in negotiating and drafting this Agreement, but not to exceed \$3,500.00.

- 16. Severability.** 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. In the event of litigation, neither the City nor the Township will seek to have any provision of this Agreement declared null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or of the legislature, special legislation, both actions being for the purpose of reinstating the original intent of this Agreement.
- 17. Effective Date.** This Joint Resolution is effective upon its adoption by the respective governing bodies of the Township and the City, as provided by law.

PASSED, ADOPTED AND APPROVED by the Watertown Town Board of Supervisors, Carver County, Minnesota this 4th day of Nov. 2004.

WATERTOWN TOWNSHIP



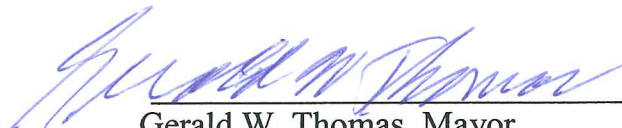
Si Tesch, Chair



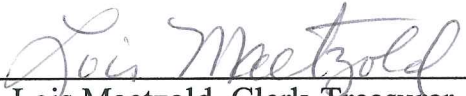
Kenneth Quass, Clerk

PASSED, ADOPTED AND APPROVED by the Mayer City Council, Carver County, Minnesota this 13th day of December 2004.

CITY OF MAYER



Gerald W. Thomas, Mayor



Lois Maetzold, Clerk-Treasurer

EXHIBIT "A"

REC'D BY
MMB

MAY 17 2 2 2005

ORDERLY ANNEXATION AREA

The Northwest Quarter of Section 32, Township 117, Range 25, Carver County, Minnesota, lying southerly of the southerly right of way line of Minnesota State Highway Number 7.

AND

The Southwest Quarter of Section 32, Township 117, Range 25, Carver County, Minnesota.

AND

The East One-half of the Southeast Quarter of Section 31, Township 117, Range 25, Carver County, Minnesota.

AND

That part of the Northeast Quarter of Section 31, Township 117, Range 25, Carver County, Minnesota, lying southeasterly of the southeasterly right of way line of Minnesota State Highway Number 25 and southerly of the southerly right of way line of Minnesota State Highway Number 7.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 117, Range 25, Carver County, Minnesota, lying southeasterly of the southeasterly right of way line of Minnesota State Highway Number 25.

AND

The North 147.64 feet of the West 442.37 feet of the Southwest Quarter of the Southeast Quarter of Section 31, Township 117, Range 25, Carver County, Minnesota and that part of said Southwest Quarter of the Southeast Quarter lying easterly of the West 1297.02 feet thereof.

Exhibit B

S 1/2 SEC. 32, T.117, R.25

REC'D BY
MMB MAR 02 2005



immediate ANNEXATION Area WACONIA

TOWNSHIP

THIS IS NOT A LEGALLY RECORDED PLAT.
THIS MAP IS A COMPILATION OF RECORDS
AS THEY APPEAR IN THE CARVER COUNTY
OFFICES AND OTHER SOURCES. THIS MAP
IS ONLY TO BE USED FOR REFERENCE
PURPOSES. THE COUNTY AND ITS AGENTS
ARE NOT RESPONSIBLE FOR ANY
INACCURACIES CONTAINED THEREIN.

N 1/2 SEC. 31, T.117, R.25

REC'D BY
M.M.B. MAR 02 2005

Exhibit B



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Exhibit B

N 1/2 SEC. 32, T.117, R.25

REC'D BY
M M B

MAR 02 2005

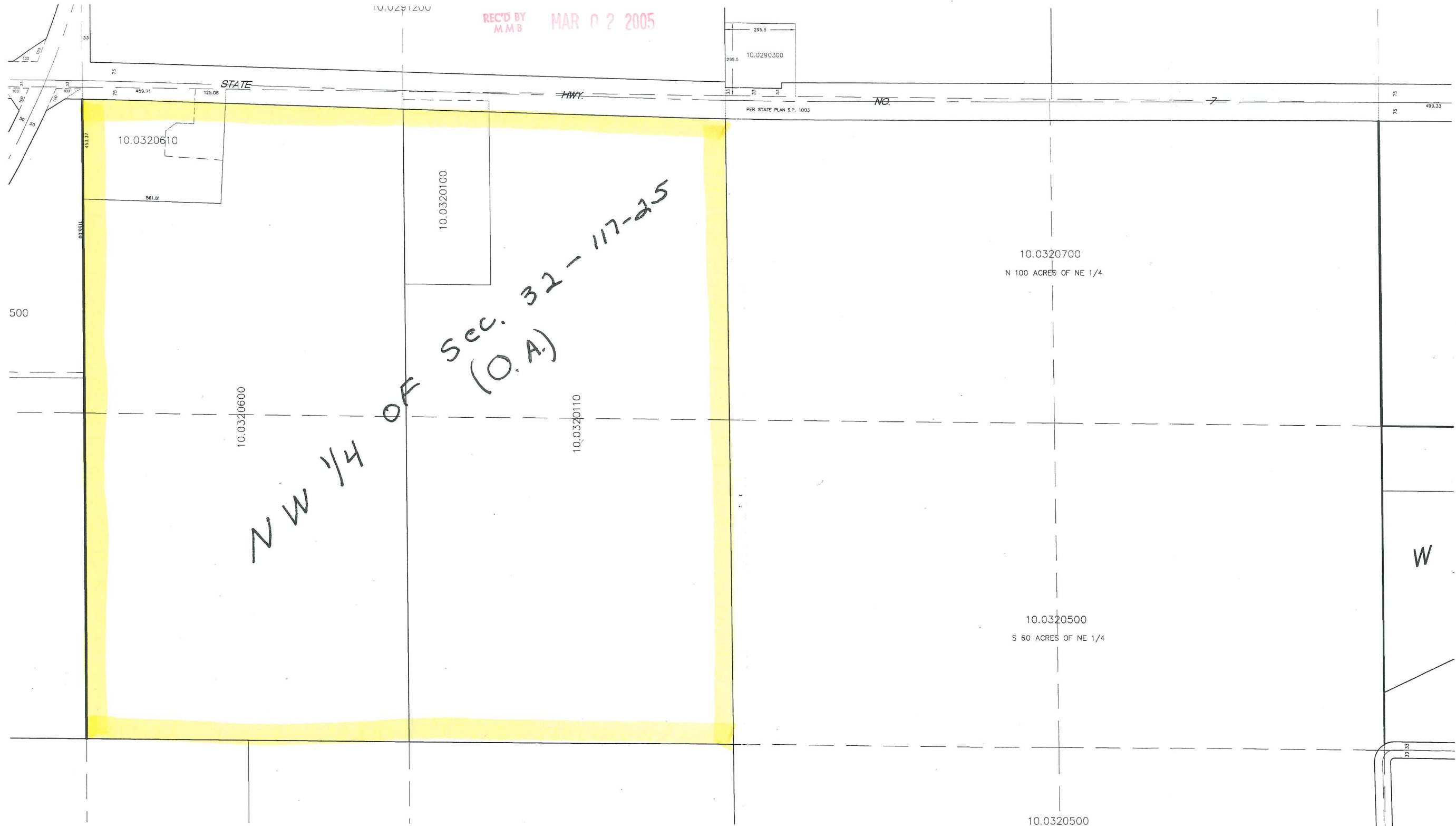


EXHIBIT "C"

REC'D BY
M M B

MAR 02 2005

IMMEDIATE ANNEXATION

The south 33.00 feet of the Southwest Quarter of Section 32, Township 117, Range 25.

AND

The south 33.00 feet of the Southeast Quarter of the Southeast Quarter of Section 31, Township 117, Range 25.

AND

The south 33.00 feet of that part of the Southwest Quarter of the Southeast Quarter of Section 31, Township 117, Range 25 lying easterly of the west 1,297.02 feet thereof.