

REC'D BY
M M B

MAY 25 2006

Municipal Boundary Adjustments Docket No. _____

**CITY OF WACONIA
RESOLUTION 2006-50**

**WACONIA TOWNSHIP
RESOLUTION n/a**

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

WHEREAS, the City of Waconia (the "**City**") and Waconia Township (the "**Township**") desire to enter into this Joint Resolution for Orderly Annexation (the "**Joint Resolution**") to provide for the orderly development and extension of municipal services to an area of the Township that is or is about to become urban or suburban in character; and

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

WHEREAS, the City and the Township are in agreement as to the procedures and processes for the orderly annexation of that certain real property 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 this orderly annexation in the furtherance of orderly growth and the protection of public health, safety and general 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 Council of the City of Waconia, Carver County, Minnesota, and the Board of Supervisors of Waconia Township, Carver County, Minnesota, as follows:

1. **Description of Orderly Annexation Area.** The area legally described on attached Exhibit A and graphically depicted on attached Exhibit B ("the Property") is properly subject to orderly annexation under and pursuant to Minnesota Statutes §414.0325, and the parties hereby designate the Property for orderly annexation as provided by statute.
2. **Municipal Boundary Adjustments Jurisdiction.** Upon approval of this Joint Resolution by the City and the Township, this Joint Resolution shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary

Adjustments, or its successor, so as to accomplish such orderly annexation in accordance with the terms of this Joint Resolution.

3. **No Alterations of Boundaries.** The City and the Township agree the Property is in need of orderly annexation and no alteration of the stated boundaries as described in this Joint Resolution is appropriate.
4. **Conditions for Annexation.** The City and the Township agree: a) this Joint Resolution sets forth all of the conditions for annexation of the Property and that no consideration by the director is necessary; and b) the director may review and comment, but shall, within thirty (30) days of receipt of this Joint Resolution, order the annexation in accordance with the terms and conditions of this Joint Resolution.
5. **Approval Process.** The City and the Township agree that the Property shall be annexed to the City upon receipt by the director (through the Office of Administrative Hearings, Municipal Boundary Adjustments) of a resolution by the City requesting annexation. The parties agree that the City may unilaterally pass such a resolution if:
a) it has received a Petition requesting annexation signed by the owners of 100% of the Property and the City has received confirmation from the Township Clerk that any "per acre" fee due the Township from the owner of the Property has been paid; or
b) the Township consents to such resolution.
6. **No Hearing Required.** Pursuant to Minnesota Statutes, Section 414.0325, the City and the Township agree that, with respect to the Property, no hearing is required and the City may initiate annexation of the Property by filing a resolution regarding annexation as described herein. The Township agrees not to object to or oppose any annexation undertaken pursuant to the terms and conditions contained in this Joint Resolution.
7. **Payments to Township.** The City shall remit to the Township all delinquent taxes, charges and assessments collected from the Property if such taxes, charges or assessments were originally payable while the Property remained in the Township. Additionally, if the Property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, or This Old House, and taxes that were deferred under one of these programs are paid to the City, the City shall remit to the Township the amount that was deferred during the time the Property was in the Township.
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 outstanding special assessments levied by the Township, the City shall collect such assessments and return them to the Township. Other than the reimbursements outlined herein, no other reimbursements or taxes shall be owed to the Township from the City.

9. **Planning in the Orderly Annexation Area.** Planning, zoning and subdivision authority for the Property 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 Property. The City and the Township shall jointly request the County of Carver to transfer planning, zoning, and subdivision authority over the Property to the City.
10. **Township Review.** The City shall provide the Township, upon the Township's written request, with copies of all concept plans and preliminary plat filings as such documents are submitted to the City for the Property.
11. **Roads Within Area Designated for Orderly Annexation.** Except as specifically set out herein or unless otherwise agreed by the parties, the Township shall maintain all roads in the Property not annexed to the City and the City shall maintain all roads annexed to the City.
12. **Utility and Road Charges.** The City shall not specially assess the Township's properties for the cost of installing utilities or roads for the Property. The City, however, may recover its utility and road installation costs via connection charges that would be due upon connection of the abutting properties to the utilities and via assessments for roads when the abutting properties are annexed into the City. Connection charges and assessments to annexed properties will be at the City's customary rates for improvements of a similar type.
13. **Dispute Resolution.** The parties agree to mediate any disputes concerning the interpretation of this Joint Resolution prior to initiating an action in District Court.
14. **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.
15. **Annexation within the Property.** Unless otherwise agreed to by the parties, the City shall not annex any portion of the Property except as set out in this Agreement. It is the intent of the parties that this Agreement shall set forth the exclusive procedures for annexation of the Property. ✓
16. **Costs Associated with Orderly Annexation Agreement.** Each party 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 Office of Administrative Hearings, Municipal Boundary Adjustments.
17. **Authorization.** The appropriate officers of the City and Township are hereby authorized to carry the terms of this Joint Resolution into effect.

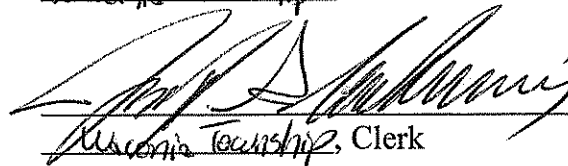
18. **Severability.** If any section of this Joint Resolution is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Township will seek to have any provision of this Joint Resolution declared null and void. If a court issues an order declaring a portion of this Joint Resolution 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 Joint Resolution.
19. **Effective Date and Expiration Date.** This Joint Resolution is effective upon its adoption by the respective governing bodies of the Township and the City, as provided by law. This Joint Resolution shall expire at the end of the day on July 1, 2015, except as specifically provided in this section. If an annexation has been initiated pursuant to this Joint Resolution on or before July 1, 2015 but not completed by such date, then this Joint Resolution shall continue to apply to such annexation until it has been completed in its entirety. For purposes of this section, an annexation shall be deemed initiated when the City adopts a resolution to annex any portion of the Property.
20. **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 the Property in accordance with the terms of this Joint Resolution.

PASSED, ADOPTED AND APPROVED by the Waconia Town Board of Supervisors, Carver County, Minnesota this 27th day of February, 2006.

WACONIA TOWNSHIP



Waconia Township, Chair



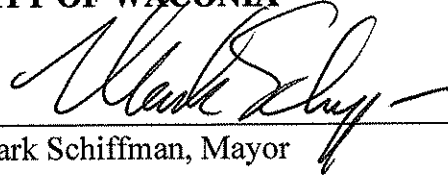
Waconia Township, Clerk

REC'D BY
M M B

MAY 25 2006

PASSED, ADOPTED AND APPROVED by the Waconia City Council, Carver County, Minnesota this 1st day of March, 2006.

CITY OF WACONIA



Mark Schiffman, Mayor



Mary J. Johnson, CMC, City Clerk

EXHIBIT A**Description of Property**

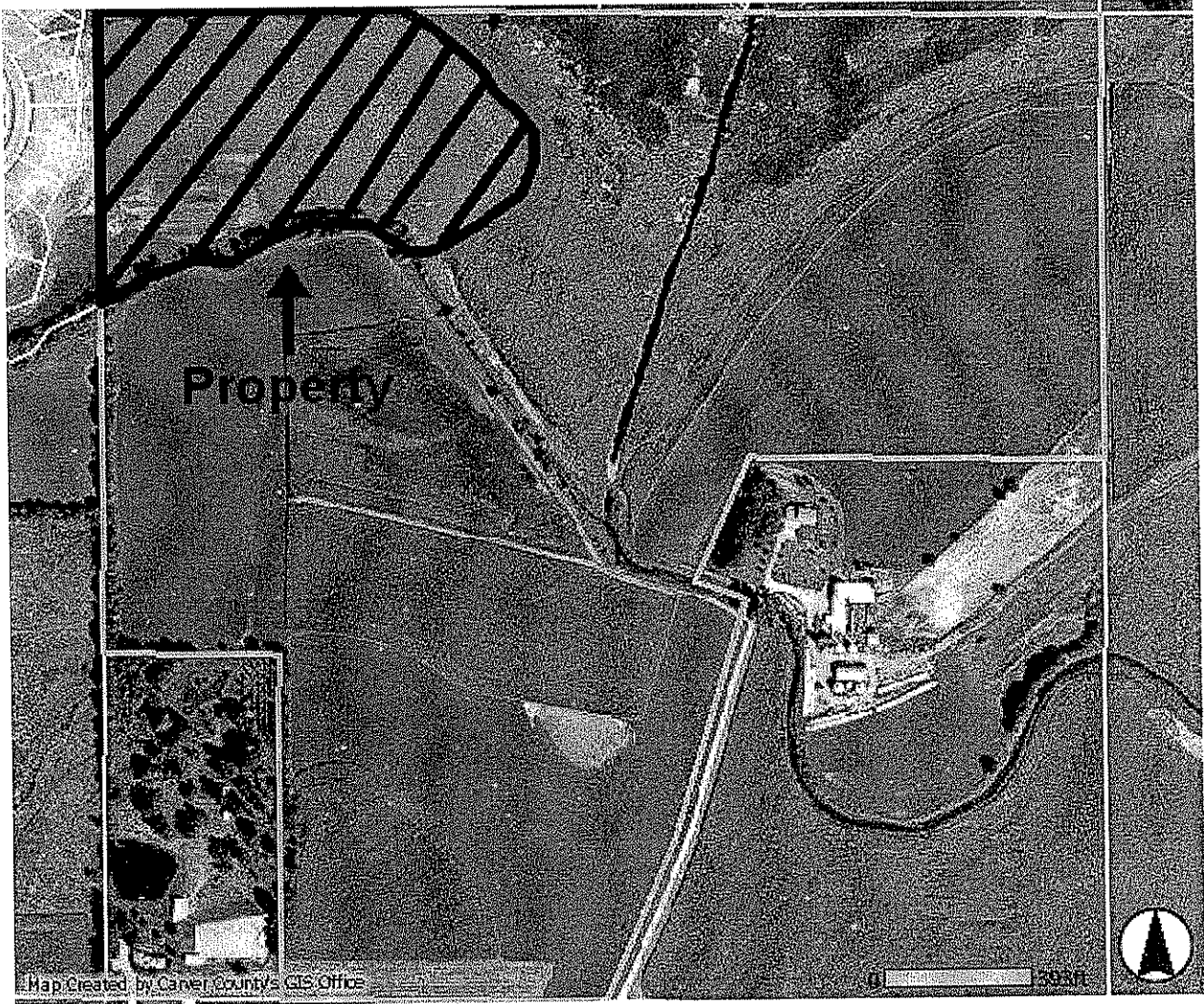
That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 116, Range 25, Carver County, Minnesota described as follows; beginning at the northwest corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 42 minutes 08 seconds East, assumed bearing, along the north line of said Northwest Quarter of the Southeast Quarter, a distance of 792.09 feet; thence South 56 degrees 51 minutes 26 seconds East, a distance of 194.25 feet; thence South 39 degrees 42 minutes 44 seconds East, a distance of 130.34 feet; thence South 32 degrees 10 minutes 11 seconds East, a distance of 164.97 feet; thence South 12 degrees 18 minutes 43 seconds East, a distance of 59.55 feet; thence South 29 degrees 51 minutes 14 seconds West, a distance of 74.41 feet; thence South 47 degrees 57 minutes 17 seconds West, a distance of 112.69 feet; thence South 55 degrees 34 minutes 34 seconds West, a distance of 235.92 feet; thence North 26 degrees 31 minutes 47 seconds West, a distance of 108.51 feet; thence North 57 degrees 17 minutes 06 seconds West, a distance of 32.47 feet; thence North 83 degrees 42 minutes 01 seconds West, a distance of 54.22 feet; thence South 85 degrees 17 minutes 43 seconds West, a distance of 120.10; thence South 68 degrees 44 minutes 07 West, a distance of 235.76; thence South 56 degrees 51 minutes 02 seconds West 29.80 feet; thence North 84 degrees 03 minutes 53 seconds West, a distance of 122.25 feet; thence South 61 degrees 10 minutes 45 seconds West, to the west line of said Northwest Quarter of the Southeast Quarter, a distance of 233.34 feet; thence North 00 degrees 14 minutes 00 seconds West, along said west line, a distance of 772.71 feet to the point of beginning and there terminating.

EXHIBIT B

REC'D BY
M.M.B.

MAY 17 2006

Diagram of Property



* Property at issue shown with cross-hatching.