

RESOLUTION 2005- 26

RESOLUTION APPROVING A JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN THE CITY OF NORWOOD YOUNG AMERICA AND YOUNG AMERICA TOWNSHIP PURSUANT TO MINNESOTA STATUTES § 414.0325

WHEREAS, a property owner, Klingelhutz Development, Inc., with property located within Young America Township (the "Township") and legally described on Attachment "A", (hereinafter referred to as the "subject property") has approached and petitioned the City of Norwood Young America (the "City") requesting annexation to the City and extension of City services; and

WHEREAS, the above-mentioned property owner seeks to develop subject property for urban or suburban residential purposes needing municipal services; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the area legally described herein; and

WHEREAS, the City has available capacity to provide services to the above-mentioned property following annexation; and

WHEREAS, the City and Township agree that the property legally described herein is urban or suburban or about to become so and that orderly annexation of the described property would be in the best interest of the property owner and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the City and Township agree that the property legally described herein is designated as in need of immediate orderly annexation; and

WHEREAS, the City and Township desire to accomplish the immediate orderly annexation of the property legally described herein without the need for a hearing.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Supervisors of Young America Township and the City Council of the City of Norwood Young America, as follows:

1. Designation of Orderly Annexation Area – City of Norwood Young America and Young America Township. The Township and the City hereby designate the area legally described in Exhibit A, attached hereto and incorporated herein by reference, for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325. The above-mentioned area designated for annexation shall hereinafter be referred to as the "Subject Area" or "Orderly Annexation Area."
2. Acreage. The Township and City agree that the Subject. Area described in Exhibit A and designated as in need of immediate orderly annexation is approximately 40.6 acres.

3. Map of Area. A boundary map showing the Subject Area legally described in Exhibit A is attached hereto as Exhibit B and incorporated herein by reference.
4. No Hearing Required. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is in Exhibit A are contained in this Joint Resolution, and that no consideration by the Department of Administration is necessary. Upon the execution and filing of this Joint Resolution, the Department of Administration may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Subject Area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
5. Tax Reimbursement. To compensate the Township for the permanent loss of taxable property from Township tax rolls, the City shall pay the Township 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 installments with the first installment being made within 30 days of the annexation of the subject area and the second installment being paid one year later. Said payment shall be calculated in accordance with the following formula:
 - A. Payment to the Township of \$250.00 per acre annexed into the City under this Agreement. In the present case the Taxation Reimbursement shall be in the amount of \$ 10,150 (40.6 acres x \$250.00 per acre).
 - B. The City shall remit all delinquent taxes, charges and assessments 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.
 - C. 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.

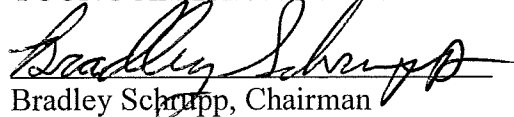
Other than the reimbursement outlined above, no other reimbursement or taxes shall be owed to the Township from the City.

6. Requirements for Developer's Agreement. The City shall require in its developer's agreement regarding development of all lands annexed pursuant to this Agreement the following:
 - A. That the Developer meet all of the requirements of the City's Storm Water Management Plan and require that any and all tile and waterways currently within the Orderly Annexation Area either remain the same or be improved and that any functioning drain tile lines located during development of any parcel in the Orderly Annexation Area be connected to the City's storm sewer system.
 - B. Require that any Environmental Assessment Worksheets prepared for the development of the subject area be presented to the Township for review and comment.
 - C. Require that the Grading, Drainage, and Erosion Control Plan be presented to the Township for review and comment.
 - D. That during plat development, all construction traffic shall use State Trunk Highways, Carver County Highways or Norwood Young America City streets, and that Township roads be used only when no State Trunk Highway, Carver County Highway or Norwood Young America City street is available.
 - E. That Contractors or Developers maintain any township roads used during construction including, but not limited to, dust control coating, grading, and repair of any damage caused. In the event that the Contractors or Developers fail to repair any township roads damaged during construction, the Developer shall pay the Township for the cost to repair any road damage that occurs when construction traffic uses Township roads.
7. Expenses Relating to This Agreement. Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement. However, the City shall pay all applicable filing fees and other costs necessary to have the Agreement filed with and approved by the Department of Administration, Municipal Boundary Adjustments.
8. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Department of Administration Municipal Boundary Adjustments Office and pay the required filing fee.
9. Governing Law. The Township and City agree that this Joint Resolution is made pursuant to and shall be constructed in accordance with the laws of the State of Minnesota.

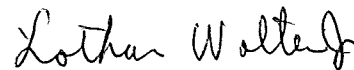
10. Headings and Captions. The Townships and City agree that the headings and captions contained in this Joint Resolution are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
11. Entire Agreement. The Township and City agree that the terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations.
12. 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 Department of Administration, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the Department of Administration as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

Passed, adopted, and approved by the Town Board of Supervisors of Young America Township, Carver County, Minnesota, this 10th day of May 2005.

YOUNG AMERICA TOWNSHIP

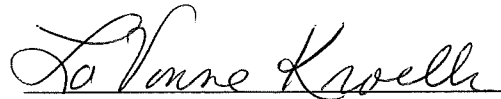

Bradley Schrupp, Chairman

ATTEST:


Lothar Wolter, Jr., Township Clerk

Passed, adopted, and approved by the City Council of the City of Norwood Young America, Carver County, Minnesota, this 25th day of April, 2005.

CITY OF NORWOOD YOUNG AMERICA


LaVonne Kroells, Mayor

ATTEST:

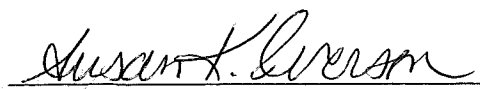

Susan Iverson, City Clerk

EXHIBIT A

The Subject Area to be annexed in the attached Joint Resolution is legally described as follows:

PARCEL A:

Northwest Quarter of Northwest Quarter of Section 13, Township 115, Range 26. EXCEPTING therefrom that part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 115, Range 26, Carver County, Minnesota described as follows:

Commencing at the northwest corner of said Section 13; thence Southerly along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 389.00 feet to the point of beginning of the tract to be described; thence continuing South along the west line of the Northwest Quarter of the Northwest Quarter, a distance of 154.00 feet; thence Easterly deflecting left 90 degrees 00 minutes 00 seconds, a distance of 394.00 feet; then Northerly deflecting left 90 degrees 00 minutes 00 seconds, a distance of 154.00 feet; thence Westerly deflecting left 90 degrees 00 minutes 00 seconds, a distance of 394.00 feet to the point of beginning. AND

PARCEL B:

That part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 115, Range 26, Carver County, Minnesota described as follows:

Commencing at the northwest corner of said Section 13; thence Southerly along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 389.00 feet to the point of beginning of the tract to be described; thence continuing South along the west line of the Northwest Quarter of the Northwest Quarter, a distance of 154.00 feet; thence Easterly deflecting left 90 degrees 00 minutes 00 seconds, a distance of 394.00 feet; thence Northerly deflecting left 90 degrees 00 minutes 00 seconds, a distance of 154.00 feet; thence Westerly deflecting left 90 degrees 00 minutes 00 seconds, a distance of 394.00 feet to the point of beginning.

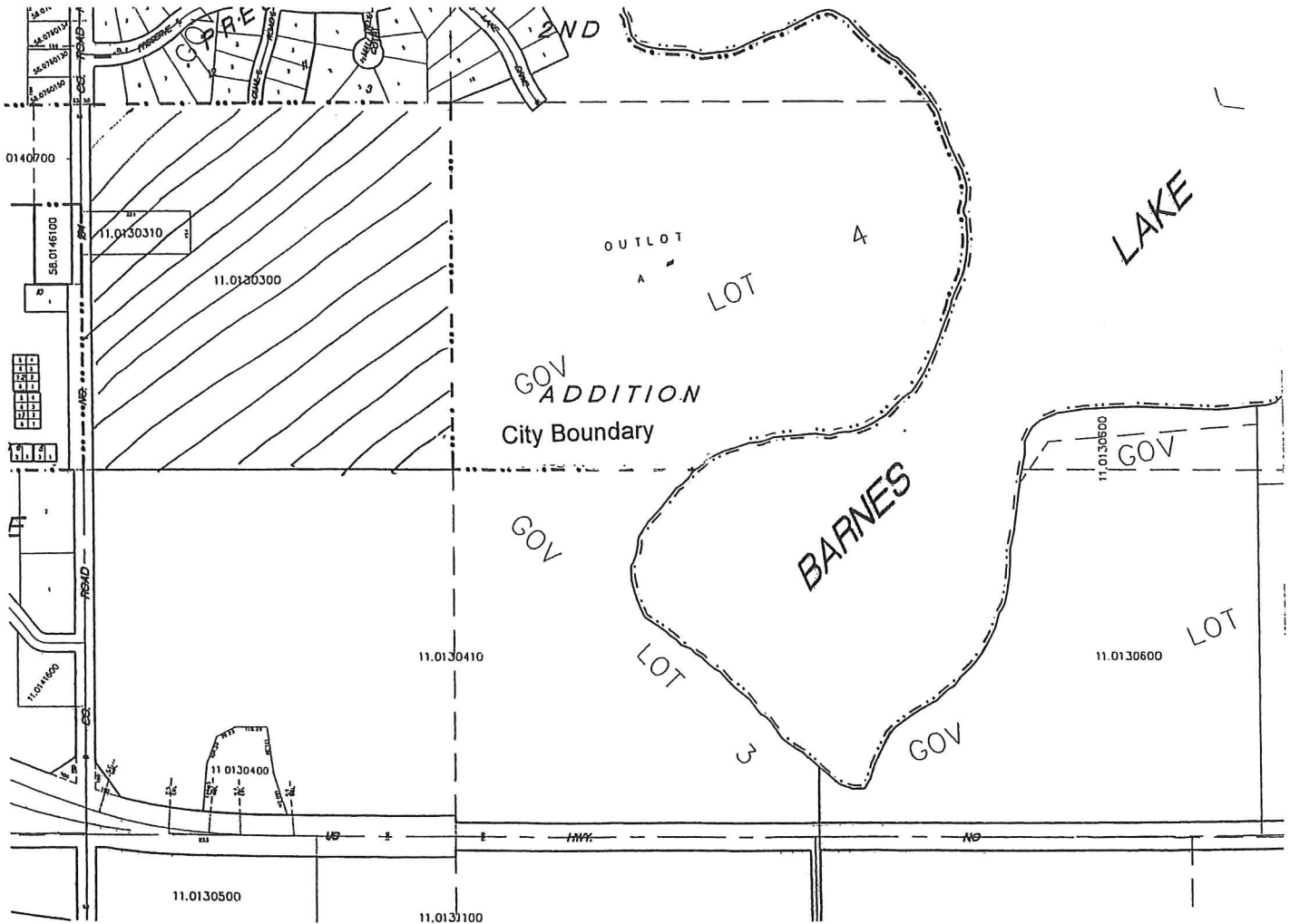
EXHIBIT B

REC'D BY
MAM

MAY 23 2005

The municipal boundary map referenced in the attached Joint Resolution, showing the current City of Norwood Young America and its relation to the Subject Area to be annexed legally described in Exhibit A, is attached hereto.

N 1/2 SEC. 13, T.115, R.26



Property to be Annexed