



Resolution No. 2020-13

Moved by McMillan

Seconded by Funk

LAKETOWN TOWNSHIP RESOLUTION NO. 2020-04

A JOINT RESOLUTION STIPULATING THE AMENDMENT OF ORDERLY ANNEXATION AGREEMENT NO. 76-47 AMONG THE MUNICIPALITIES OF CHASKA, VICTORIA AND WACONIA AND THE TOWNSHIP OF LAKETOWN

WHEREAS, the municipalities of Chaska, Victoria and Waconia, and the Township of Laketown, entered 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 Minnesota Municipal Board approved and ordered the implementation of the Agreement pursuant to Resolution Number 76-47; and

WHEREAS, among other terms, the Agreement provides that all land in the Township of Laketown (the "Township") is appropriate for annexation by the municipalities; and

WHEREAS, the Agreement designates particular areas of the Township for future annexation by each of the respective municipalities; and

WHEREAS, subsequent to entering the Agreement, the City of Victoria (the "City") and the Township have adopted several Joint Resolutions providing for annexation of particular tracts or parcels designated by the Agreement for annexation into the City; and

WHEREAS, the City and Township wish to establish an understanding and process for annexation of all remaining lands designated by the Agreement for annexation by the City; and

WHEREAS, the City and Township intend for this Joint Resolution to modify only those portions of the Agreement related to the City and do not intend that this Agreement in any way affect the rights of the City of Waconia or the City of Chaska as they relate to Laketown nor do the parties intend that this Agreement in any way affect the rights of Laketown Township as they relate to the City of Waconia or the City of Chaska.

NOW, THEREFORE BE IT JOINTLY RESOLVED BY THE CITY COUNCIL OF VICTORIA, MINNESOTA AND THE TOWN BOARD OF THE TOWNSHIP OF LAKETOWN, MINNESOTA:

1. Remaining Orderly Annexation Area. This Joint Resolution covers all remaining land designated in the Agreement for annexation by Victoria which has not previously been annexed by the City (the "Annexation Area"). The Annexation Area consists of approximately 13,568 acres depicted in Exhibit A. The Township and the City hereby reaffirm designation of the Annexation Area for orderly annexation pursuant to Minnesota Statute § 414.0325.

2. Future Annexations. The Township and the City agree that development and annexation of the Annexation Area will occur in phases. The City may initiate annexation of portions of the Annexation Area as provided in paragraph 10 of this Joint Resolution. No further Township action is required except as provided in paragraph 8a of this Joint Resolution.

3. Roads Abutting Annexation Areas. At such time as the City annexes any portion of the Annexation Area, the City shall be responsible for maintaining the entire width of that portion of the road right of way which abuts such annexed property.

4. Protection of Township Roads. As property is annexed under this Joint Resolution, the City shall require that developers divert construction traffic to County highways or City streets to the extent possible so that construction traffic avoids use of Township roads except where no other road is available. The City shall be responsible for the reasonable cost to repair any road damage that occurs when construction traffic uses Township roads in violation of this paragraph, provided that the City may require, pursuant to development agreement or otherwise, that any payment to the Township be made by the developer causing such damage.

5. Connections to City Sewer and Water Systems. As part of planning sanitary sewer and water service extensions to serve properties in the Annexation Area, the City shall consider the feasibility of connecting existing Township sanitary sewer systems to the City collection system.

6. City Tax Rates. The City's rural tax rate, if any, will be initially applied to all property annexed under this Joint Resolution. Properties shall become subject to any urban tax rate no later than issuance of any subdivision, plat, or other development approval, or completion of connections to sanitary sewer or water services.

7. Reimbursement of Special Assessments. If special assessments have been levied on one or more properties by the Township prior to annexation, the City shall pay the same to the Township within 60 days of receipt from the County.

8. Tax Reimbursement.

a. To reimburse the Township for the permanent loss of taxable property, the City may not initiate annexation under paragraph 10 below until such time as the Township acknowledges, in writing, receipt of such tax reimbursement payment as it may require by resolution, provided, however, that such resolution may not require that the payment be made by the City, nor require tax reimbursement payments for tax exempt property or for that portion of properties that are delineated as wetlands under Minnesota or Federal law.

b. The City agrees that it shall remit all delinquent taxes, charges and assessments collected from any portion of the Orderly Annexation Area after annexation of such property 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 Preserve, 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. No other tax reimbursement payments shall be owed by the City to the Township except as set forth in this paragraph 8.

9. Planning and Building Code Enforcement Authority. The Township and City agree that it may be appropriate to designate the City as the building code enforcement authority pursuant to Minn. Stat. § 16B.62, Subd. 1, with respect to portions of the Annexation Area. The parties agree that Carver County shall continue to administer planning and zoning pursuant to Minn. Chapter 394 in the Annexation Area provided, however, that the parties may, by separate written agreement, assign planning and zoning authority over designated portions of the Annexation Area to the City. If planning and zoning authority is assigned to the City, the parties will notify Carver County of such agreement.

10. Procedures for Annexation.

a. This Joint Resolution reaffirms conference of jurisdiction over the Annexation Area upon the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments (hereinafter referred to as the "MBA") or its successor pursuant to Minnesota Statutes. MBA may issue orders consistent with this Joint Resolution. Annexations by the City shall be initiated by filing with the MBA:

i. A resolution of the City pursuant to this Joint Resolution describing the property to be annexed; and

ii. A boundary map identifying the lands being annexed; and

iii. A petition of the owners of the property or properties to be annexed; and

iv. An acknowledgement by the Township of receipt of the tax reimbursement amount required pursuant to paragraph 8a above.

MBA shall then amend the corporate boundary for the City of Victoria consistent with such annexation resolution and accompanying boundary maps.

b. Anything above to the contrary notwithstanding, the City of Victoria shall be required at any time to annex all of the lands remaining within the Annexation Area upon a petition for such annexation filed by the Township of Laketown with the MBA.

c. During the term of this Joint Resolution, unless otherwise agreed, the City shall not annex property from the Township except as provided herein. This Joint Resolution sets the exclusive geographical boundaries of land which may be annexed by the City from the Township and sets the exclusive procedures under which annexations from the Township to the City may occur.

d. The parties recognize that Property owners may have options available by law at the time of their action to pursue municipal boundary adjustments. However, during the term of this Agreement, the City will not support any property owner initiated annexation petition of land within the Township and will not approve any resolutions that may be required for a property owner to initiate such an annexation.

11. [Intentionally Omitted].

12. Review and Comment by Municipal Boundary Adjustments. This Joint Resolution sets forth all conditions for annexations within the Annexation Area designated on Exhibit A, and no further consideration by the MBA is necessary. Upon receipt of a resolution for annexation from the City, MBA may review and comment, but shall, within 30 days of receipt of the City's resolution, order annexation in accordance with the annexation resolution, this Joint Resolution, and the Agreement. No alteration of the stated boundaries of the designated area being annexed is appropriate.

13. Responsibility for Costs. Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees or other costs or fees required by the State of Minnesota.

14. Review of Plans. The City shall provide the Township with notice of any preliminary plat application submitted by the owner or developer of any property annexed pursuant to this agreement at least ten days prior to a planning commission hearing on the preliminary plat application. The

Township may provide comments on such documentation to the City's planning commission or City Council.

15. Future Annexation Discussions. If there is a disagreement over the implementation or interpretation of this Joint Resolution, or if either party concludes that modification of this Joint Resolution is necessary, the parties shall proceed as follows:

- a. Negotiation: Representatives of the City and Township will meet a minimum of one (1) time at a mutually convenient time and place.
- b. Mediation: If negotiations are not successful, the parties shall participate in a minimum of one (1) mediation session with a mutually agreed upon mediator.
- c. Binding Arbitration/Adjudication: If mediation is not successful, the parties may agree to submit their respective grievances to binding arbitration or may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel performance. Venue for any action shall be Carver County District Court.

16. Amendment. Both parties reserve the right to request an amendment or revision to this Agreement at any time. Upon initiation, the parties agree to meet and discuss the proposed amendment or revision, but neither party shall be required to approve such amendment or revision. The parties may amend this Joint Resolution by mutual written agreement at any time. In the event that there are errors, omissions or any other problems with the legal description or mapping provided in the attached Exhibit A, the parties agree to make corrections or prepare a replacement Exhibit A making any necessary corrections.

17. Severability. A determination that a provision of this Agreement is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein, provided, however, that should any element of paragraph 8a relating to "Tax Reimbursement" be deemed unlawful or unenforceable, the Township, at its discretion may immediately terminate this Agreement. In such event, any prior agreement or joint resolution existing between the parties and affecting the property described in the attached Exhibit A shall have the same legal standing as if this Agreement had not been executed.

18. Heading and Captions. Headings and Captions are for convenience only and are not intended to alter any of the provisions of this Second Amended Agreement.

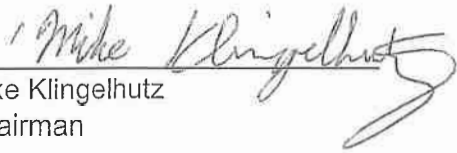
19. Notices. Any notices required under the provisions of this Second Amended Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. Mail, postage prepaid, to the Laketown Township Clerk and the Victoria City Clerk at their official addresses.

20. Term. This Joint Resolution shall be effective for fifty (50) years provided that the expiration date shall be deemed to be January 1, 2069, and further provided that this Joint Resolution may be terminated earlier than January 1, 2069 pursuant to the provisions of paragraph 17 above.

21. Conflict Between Agreements. If there is a conflict between the terms of this Second Amended Agreement and the Agreement, the terms of this Second Amended Agreement shall control. In the event there is no conflict, the parties intend for the terms of both the Second Amended Agreement and the Agreement to be enforceable.

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


This resolution is adopted by the Township of Laketown and approved by its Chairman this 13 day of April, 2020.


Mike Klingelutz
Chairman

ATTEST:

Melissa Lano
Clerk

This Resolution is adopted by the City of Victoria and approved by the Mayor this 09 day of March 2020


Thomas C. Funk, Mayor

ATTEST:

Cindy Pathode, City Clerk

EXHIBIT A

DEPICTION OF ANNEXATION AREA

BLUE BOUNDARY: VICTORIA CITY LIMITS AS OF MARCH 9, 2020

YELLOW BOUNDARY: ANNEXATION AREA

