

## STATE OF MINNESOTA

## DEPARTMENT OF ADMINISTRATION

IN THE MATTER OF THE JOINT RESOLUTION  
OF THE CITY OF STAPLES AND VILLARD  
TOWNSHIP DESIGNATING CERTAIN AREAS  
AS IN NEED OF ORDERLY ANNEXATION  
PURSUANT TO MINNESOTA STATUTES § 414.0325

**JOINT RESOLUTION FOR  
ORDERLY ANNEXATION**

WHEREAS, a property owner, Lakewood Health System, with property located within Villard Township (the "Township") and legally described herein has approached and petitioned the City of Staples (the "City") requesting annexation to the City and extension of City services; and

WHEREAS, the above-mentioned property owner seeks to develop their property for commercial purposes, including a health care facility, and is in need of municipal services to support said commercial purposes; and

WHEREAS, the property owner's property legally described herein does not currently abut the City but is in close proximity to the City and is in need of municipal services only available from the City; and

WHEREAS, Minnesota Trunk Highway No. 10 ("T.H. 10") currently abuts and serves the above-mentioned property; 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 Villard Township and the City Council of the City of Staples, as follows:

1. Designation of Orderly Annexation Area - City of Staples and Villard 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.
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 60.67 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 appropriate, that all conditions for annexation of the Subject Area legally described 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, prior to annexation of the parcel by the City, the property owners petitioning for annexation 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 installments with all installments being made prior to the annexation of each parcel of land and shall be calculated in accordance with the following formula:
  - A. For unimproved land by paying the Township \$250 per acre annexed into the City. In the present case the Taxation Reimbursement shall be in the amount of \$15,167.50 (60.67 acres x \$250 per acre).
  - B. 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.

- 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. Deferred Assessment Policy. With respect to any improvements including, but not limited to, sanitary sewer and municipal water improvements to be constructed for the benefit of the orderly annexation area, the City of Staples' policy for deferred, delayed, or future assessments for such improvements shall be as follows:
- A. *Sanitary Sewer and Water Utilities.* The City of Staples shall not specially assess any properties in Villard Township related to the cost of construction of sanitary sewer and municipal water utilities constructed to serve the orderly annexation area. However, the City of Staples may impose connection and trunk charges as permitted by law on properties within the Township that are to become due and payable at such time as the properties are: 1) annexed to the City of Staples, and 2) connect to municipal water or sanitary sewer service.
- B. *Reservation of Rights.* Notwithstanding the terms of this Agreement, the City of Staples reserves the right to enter into a development agreement with the developer's of the Orderly Annexation Area that may vary from the terms of this Paragraph with respect to such development.
7. 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 subject project 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, Todd County Highways or Staples city streets, and that Township roads be used only when no State Trunk Highway, Todd County Highway or Staples 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.
- F. That the Developer warrant to the Township for a period of one year from the date the Township accepts the finished repairs to any Township roads repaired under the terms of this Agreement that all such repairs have been constructed to Township standards and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship.

The Township agrees that they will submit any comments relating to the items listed in Paragraphs 8B and 8C to the City within ten days of receipt of each of the materials or the materials shall be deemed to be approved by the Township.

- 8. Prohibition on Annexation of Abutting Property. Unless otherwise agreed to by the parties, with regard to the Orderly Annexation Area, the City agrees not to initiate an annexation of or accept or support a property owner petition for annexation of any property abutting the Orderly Annexation Area until such time as the City's present boundary extends so as to make the Orderly Annexation Area abut the City.
- 9. 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.

10. 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.
11. Governing Law. The Township and City agree that this Joint Resolution is made pursuant to and shall be construed in accordance with the laws of the State of Minnesota.
12. Headings and Captions. The Township 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.
13. 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.
14. 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 Villard Township, Todd County, Minnesota, this 24 day of JUNE, 2004.

VILLARD TOWNSHIP

By: Greg Scheler  
Greg Scheler, Chairman

ATTEST:

Connie Mosack  
Connie Mosack, Town Clerk

Passed, adopted, and approved by the City Council of the City of Staples, Todd County,  
Minnesota, this 22 day of June, 2004.

CITY OF STAPLES

By: Bruce Nelsen  
Bruce Nelsen, Mayor

ATTEST:

Gerald Brever  
Gerald Brever, City Administrator



### EXHIBIT A

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

#### Parcel I (Riggs)

That part of the Southeast Quarter of the Northwest Quarter, Section 8, Township 133, Range 32 West of the 5<sup>th</sup> Principal Meridian described as follows:

Beginning at the point on the Northerly right of way line for Trunk Highway Number 10 where a line 33 feet Westerly of and parallel with the North South Quarter line of said Section 8 intersects said right of way line (said highway right of way line being the line 75 feet Northeasterly of the center line described in the final certificate recorded in Book 9 of Miscellaneous, Page 272) thence North 303.5 feet along said line parallel with the North South Quarter line of Section 8, thence West 235 feet, thence South 300.0 feet, more or less to the Northerly line of said highway right of way (previously described), and thence Southeasterly along said highway right of way line to the place of beginning.

Except the Southeasterly 75 feet thereof which was taken by decree set out in final certificate dated November 14, 1967 and recorded as Instrument No. 242663 in the office of the Register of Deeds for Todd County.

Subject to the site corner as set aside for the highway right of way in the instrument as recorded in Book 9 of Miscellaneous, Page 272.

#### Parcel II (Logering)

All that part of the East Half of the Northwest Quarter (E ½ of NW ¼) of Section 8, Township 133 N, Range 32 W lying northerly of the northerly right of way line of U.S. Highway No. 10 except the following described tract: Beginning at the point on the northerly right of way line for U.S. Highway No. 10 where a line 33 feet westerly of and parallel with the north-south quarter line of said Section 8 intersects said right of way line (said highway right of way line being the line 75 feet northeasterly of the centerline described in the final certificate recorded in Book 9 of Miscellaneous, Page 272); thence North 303.5 feet along said line parallel with the north-south quarter line of Section 8; thence West 235 feet; thence South 300 feet, more or less, to the northerly line of said highway right of way; thence southeasterly along said highway right of way line to the point of beginning, except the southeasterly 75 feet thereof taken by decree set forth in final certificate dated November 14, 1967 and recorded as Instrument No. 242663, and subject to site corner as set aside for highway right of way, and subject to cartway or roadway on east boundary line.

**EXHIBIT B**

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



# Exhibit B

