

RESOLUTION 2006-09**RESOLUTION APPROVING A JOINT RESOLUTION FOR PROPERTY
IN NEED OF ORDERLY ANNEXATION BETWEEN THE CITY OF
NORWOOD YOUNG AMERICA AND YOUNG AMERICA TOWNSHIP
PURSUANT TO MINNESOTA STATUTES § 414.0325**

WHEREAS, a property owner, Robert Kloth 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 200 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. Payment shall occur in installments with the first installment of \$15,000 (60 acres) being made within 30 days of the annexation of the subject area and the second installment being paid at the time of preliminary plat approval for the remaining 140 acres or June 30, 2007, whichever is sooner. 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 \$ 50,000 (200 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 10 day of January, 2006.

YOUNG AMERICA TOWNSHIP

Bradley Schrupp
Bradley Schrupp, Chairman

ATTEST:

Lothar Wolter, Jr.
Lothar Wolter, Jr., Township Clerk

Passed, adopted, and approved by the City Council of the City of Norwood Young America, Carver County, Minnesota, this 10th day of January, 2006.

CITY OF NORWOOD YOUNG AMERICA

LaVonne Kroells
LaVonne Kroells, Mayor

ATTEST:

Diane Frauendienst
Diane Frauendienst, City Clerk

EXHIBIT A

REC'D BY
M M B

JAN 25 2006

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

The North Half of Northeast Quarter of Section 23 Township 115 Range 26.

AND

The West Half of the East Half of the South East Quarter and the East Half of the East 80 acres of the South East Quarter of Section 14, Township 115, Range 26, excepting the right of way of the Chicago, Milwaukee & St. Paul Ry Co.

AND

All that part of the West Half of the Southeast Quarter of Section 14, Township 115, Range 26, lying Southerly of the right of way of the Milwaukee Road (formerly known as the Chicago, Milwaukee and St. Paul Railway Company and also formerly known as the Hastings & Dakota Railroad Company) and easterly of the right of way of the Chicago and Northwestern Railway Company (formerly known as the Minneapolis and St. Louis Railway Company), except the following described parcels:

1. A strip of land 50 feet in width lying southerly of and adjoining the 100 foot wide railway of the Milwaukee Road as was established over and across that portion of the Northwest Quarter of the Southeast Quarter of Section 14, Township 115, Range 26.
2. Commencing at a point on the East right of way line of the Milwaukee Road 100 feet South of the center line of the Milwaukee Road, thence Southwesterly 300 feet along the East right of way line to the Chicago, Northwestern Railroad; thence parallel with the Milwaukee Road 450 feet; thence Northeasterly parallel with the Chicago and Northwestern Railroad 300 feet, to a point 100 feet south of said Milwaukee Road; thence west parallel to the Milwaukee Road 450 feet to the point of beginning.
3. That part of the East Half of Section 14, Township 115 North, Range 26 West, Carver County, Minnesota, as described: Commencing at the South Quarter Corner of said Section 14; thence north along the North-South Quarter line of said Section 14 for a distance of 1528.78 feet to the actual point of beginning of the tract to be described; thence continuing north along the North-South quarter line of said Section 14 for a distance of 458.44 feet to the easterly Right-of-Way line of the Chicago and Northwestern Railroad; thence northeasterly deflecting to the right 12 degrees 42 minutes 00 seconds along the easterly Right-of-Way line of the Chicago and Northwestern Railroad for a distance of 729.92 feet; thence easterly deflecting to the right 85 degrees 10 minutes 20 seconds for a distance of 396.00 feet; thence southwesterly deflecting to the right 94 degrees 49 minutes 40 seconds for a distance of 1145.16 feet; thence west deflecting to the right 77 degrees 18 minutes 00 seconds for a distance of 297.11 feet to the actual point of beginning.
4. That part of the Northwest Quarter of the Southeast Quarter (NW - ¼ of SE - ¼) of Section 14, Township 115 North, Range 26 West, situated in Carver County, Minnesota, described as follows:

A tract of land lying between lines parallel with and distant 50 feet and 900 feet, respectively, easterly, measured at right angles, from the center line of the abandoned main tract of the Chicago and North Western Transportation Company, (formerly known as the Minneapolis and St. Louis Railway Company) as said main track centerline was originally located and established, and lying between lines parallel with and distant 50 feet and 350 feet, respectively, southerly, measured at right angles, from the southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company.

EXHIBIT B

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.

