

FILED BY
JUN 12 2008

Municipal Boundary Adjustments Docket No. _____

City of Norwood Young America Resolution No. 2008-24

Young America Township Resolution No. _____

**CITY OF NORWOOD YOUNG AMERICA
YOUNG AMERICA TOWNSHIP
COUNTY OF CARVER
STATE OF MINNESOTA**

**A JOINT RESOLUTION BETWEEN THE CITY OF NORWOOD YOUNG
AMERICA AND YOUNG AMERICA TOWNSHIP AS TO THE ORDERLY
ANNEXATION OF PROPERTY**

WHEREAS, the City of Norwood Young America ("City") and Young America Township ("Township") desire to enter into an agreement ("Joint Resolution") to provide for the orderly development and extension of services to areas of the Township that are or are about to become urban or suburban in character; and

WHEREAS, the City and Township wish to encourage future development and promote the logical and efficient extension of services to properties in an orderly manner; and

WHEREAS, the City and the Township are in agreement as to the procedures and process for orderly annexation of certain lands 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 orderly annexation in furtherance of orderly growth; 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 of Norwood Young America, Carver County, Minnesota and Young America Township, Carver County, Minnesota, as follows:

1. **Description of Orderly Annexation Area.** The following described area in Young America Township is subject to orderly annexation pursuant to Minn. Stat. § 414.0325, and the parties hereto designate this area for orderly annexation:

That area legally described on the attached Exhibit A and graphically depicted on attached Exhibit B.

2. **Department of Administration, Municipal Boundary Adjustments Jurisdiction.** Upon approval by the parties, this Joint Resolution shall confer jurisdiction upon the Department of Administration, Municipal Boundary Adjustments hereinafter referred to as the "MBA", or its successor pursuant to Minnesota Statutes, so as to accomplish said orderly annexation in accordance with the terms of this Joint Resolution.
3. **No Consideration by MBA.** The City and Township mutually state that this Joint Resolution sets forth all of the conditions for annexation of the areas designated herein for orderly annexation and that no consideration by the MBA is necessary. The MBA may review and comment, but shall, within 30 days of receipt, order the annexation in accordance with the terms and conditions of this Joint Resolution.
4. **Conditions Required for Annexation.** The City may annex any property legally described on Exhibit A and graphically depicted on Exhibit B, or a portion thereof, upon:
 - A. The receipt of a Petition requesting annexation signed by 100% of the owners of the property to be annexed; or
 - B. Written agreement of both the City and the Township; or
 - C. By the City pursuant to Minn. Stat. § 414.0325, Subd. (1)(d)(1).
5. **No Hearing Required.** Pursuant to Minnesota Statutes, Section 414.0325, the City and the Township agree that, with respect to the Orderly Annexation Area, no hearing is required and annexations meeting the requirements of Paragraph 4 may be initiated by the City via passage of a resolution declaring the land to be annexed and the conditions of this Joint Resolution, which have been met. Said resolution shall be simultaneously mailed to the Township Clerk, Township Chair and the MBA. The Township agrees not to object to or oppose any annexation undertaken pursuant to the terms and conditions contained in this Joint Resolution.
6. **Annexation Procedure.**
 - A. **Notice of Intent to File a Petition for Annexation.** At least 60 days before a petition for annexation is filed pursuant to this Agreement, the petitioner must notify the City of the intent to file a petition for annexation.
 - B. **Electric Utility Service Notice.** At least 30 days before a petition is filed for annexation, the petitioner must be notified by the City that the cost of electric utility service to the petitioner may change if the land is annexed to the City. The notice must include an estimate of the cost

impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation.

- C. **Cost to MBA for Designation and Filing Fee and Other Cost Associated with Annexation under this Agreement.** The cost for designation and filing fee paid to the MBA and other associated annexation costs shall be paid by the petitioner, except under the circumstances in which the City and/or Township initiates annexation proceedings. In this case the cost shall be paid by the initiating party or divided equally between the City and the Township.
- D. **Date of Annexation.** Property shall be deemed "annexed" on the day the MBA orders annexation.

7. **Revenue Sharing.** 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 equal annual installments over a period of six years from the date of annexation of such property to the City, with the first installment being made within 30 days of the annexation of the subject area and succeeding installments on the same payment date for each of the remaining five succeeding years. 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.
- 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.

8. **Planning in the Orderly Annexation Area.** It is the intent of the parties that the Township recognizes the City's Comprehensive Plan, Subdivision Ordinance and Land Use Controls. It is also the intent of the parties that the City recognizes the continued viability of certain areas of the Township that are not likely to develop within a short to medium-term time frame, based on the City's Staging Concept adopted as part of the 2006 Comprehensive Plan Update. As such, the City and Township agree to establish certain transition zones within the Described Area and that the Township agrees for itself and consents that Carver County may, pursuant to Minn. Stat. § 414.0325, Subd. (5)(d)(1), exclude from Carver County's zoning and subdivision ordinances and allow the City to extend its zoning and subdivision regulations to include Transition Zones 1, 2 and 3 at various points of time as described below. These transition zones are graphically depicted on attached Exhibit C. The City shall reserve the right to request and receive zoning control from Carver County within the following areas and time frames:
- A. Transition Zone 1: Upon adoption of this Resolution by both the City and the Township.
 - B. Transition Zone 2: January 1, 2013, or when Transition Zone 1 is developed beyond 70 %, whichever comes first. For purposes of this agreement "developed" shall include property that has been final platted or is in any phase of development beyond final plat.
 - C. Transition Zone 3: January 1, 2020, or when Transition Zone 2 is developed beyond 70%, whichever comes first. For purposes of this agreement "developed" shall include property that has been final platted or is in any phase of development beyond final plat.
9. **Roads Within Area Designated for Orderly Annexation.** Except as specifically set out herein or unless otherwise agreed to by both parties, the Township shall maintain all roads in the Orderly Annexation Area not annexed to the City and the City shall maintain all roads annexed to the City.
10. **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.
11. **Authorization.** The appropriate officers of the City and Township are hereby authorized to carry the terms of this Joint Resolution into effect.
12. **Terms and Conditions of Entire Agreement.** The terms and conditions of this Joint Resolution, including Exhibit A through Exhibit C which are attached hereto and incorporated herein by reference, shall constitute the entire Joint Resolution between the parties and supersede all prior agreements and negotiations regarding

annexation of property within the Orderly Annexation Area between the parties, specifically including, but not limited to, the 1982 annexation agreement between the City and the Township and any amendment thereto.

13. **Effective Date.** This Joint Resolution is effective upon its adoption by the respective governing bodies of the Township and the City, as provided by law.

Adopted by the City Council of the City of Norwood Young America this 25th day of February 2008.

Lo Vonne Kroells
Mayor

Attest:

Diane Frauendienst
Diane Frauendienst, City Clerk/Treasurer

Adopted by the Young America Township Board this 19th day of March, 2008.

Bradley Schrupp
Bradley Schrupp, Township Chairperson

Attest:

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

Exhibit A

ORDERLY ANNEXATION AREA LEGAL DESCRIPTIONS:

All that part of Section 10, Township, 115, Range 26, Carver County, Minnesota, lying southerly of the northerly right-of-way of County State Aid Highway No. 34.

AND

All that part of the West One-Half of Section 11, Township, 115, Range 26, Carver County, Minnesota, lying northwesterly of State Highway No. 5.

AND

All of Section 12, Township, 115, Range 26, Carver County, Minnesota. EXCEPT that part of said Section 12 lying within the City limits of Norwood Young America.

AND

All of Section 13, Township, 115, Range 26, Carver County, Minnesota. EXCEPT that part of said Section 13 lying within the City limits of Norwood Young America.

AND

That part of the Southeast Quarter of the Northeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota, lying northerly of State Highway No. 212.

AND

The Northeast Quarter of the Northeast Quarter of Section 14, Township 115, Range 26, Carver County, Minnesota, EXCEPT that part lying within the current City limits of Norwood Young America

AND

The South One-Half of Section 14, Township, 115, Range 26, Carver County, Minnesota. EXCEPT that part of said South One-Half lying within the City limits of Norwood Young America.

AND

All that part of North One-Half of Section 15, Township, 115, Range 26, Carver County, Minnesota, lying northerly of U.S. Highway No. 212.

AND

That part of the Northwest Quarter of Section 15, Township 115, Range 26, Carver County, Minnesota, lying southerly of State Highway No. 212, northerly of the Chicago, Milwaukee, St.

Paul and Pacific Railroad Company right-of-way, and westerly of the current City limits of Norwood Young America.

AND

The South One-Half of Section 15, Township, 115, Range 26, Carver County, Minnesota. EXCEPT that part of said South One-Half lying within the City limits of Norwood Young America.

AND

All that part of Government Lot 3, Section 16, Township, 115, Range 26, Carver County, Minnesota, lying northerly of U.S. Highway No. 212 and lying northerly of Chicago Milwaukee St. Paul and Pacific Railroad.

AND

That part of Government Lot 3, Section 16, Township 115, Range 26, Carver County, Minnesota, lying southerly of State Highway No. 212 and northerly of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way.

AND

All that part of Section 22, Township, 115, Range 26, Carver County, Minnesota, lying northerly of the Chicago and North Western Railroad right-of-way.

AND

All that part of West One-Half of the Northwest Quarter of Section 23, Township, 115, Range 26, Carver County, Minnesota lying northerly of the Chicago and North Western Railroad right-of-way.

AND

The East One-Half of the Northwest Quarter and the South One-Half of the Northeast Quarter of Section 23, Township, 115, Range 26, Carver County, Minnesota.

AND

The West One-Half of the Northwest Quarter of Section 24, Township, 115, Range 26, Carver County, Minnesota. EXCEPT the south 1056.00 feet of said Northwest Quarter, as measured along the west line thereof.

AND

The North One-Half of the Northeast Quarter of the Northwest Quarter of Section 24, Township, 115, Range 26, Carver County, Minnesota.

Exhibit B

City Boundaries

2008 Orderly
Annexation Boundaries

REC'D BY
AAMB

JUN 12 2008

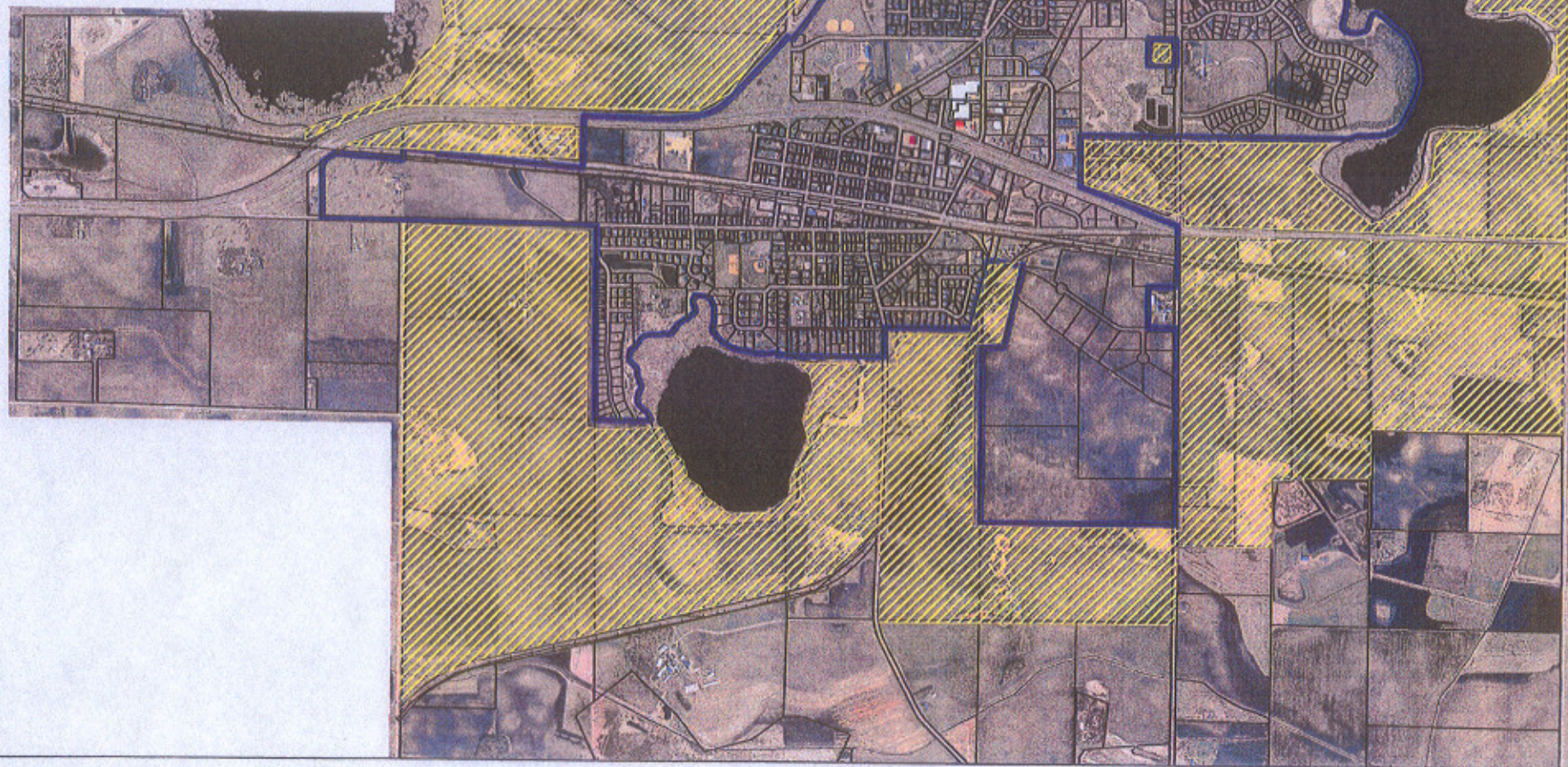


Exhibit C

City Boundaries

Transition Zone 1

Transition Zone 2

Transition Zone 3

REC'D BY
JAM B

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