

**SOUTHSIDE TOWNSHIP RESOLUTION NO. 2021- 04**

**CITY OF ANNANDALE RESOLUTION 2021-45**

**JOINT RESOLUTION FOR DESIGNATION OF CERTAIN LAND AND THE IMMEDIATE ANNEXATION OF ENTIRE DESIGNATED AREA THE TOWN OF SOUTHSIDE AND THE CITY OF ANNANDALE, WRIGHT COUNTY, MINNESOTA, PURSUANT TO MINNESOTA STATUTES § 414.0325**

**WHEREAS**, a request from all of the property owners of the area proposed for designation and immediate annexation was received.

**WHEREAS**, the City of Annandale (“City”) and Southside Township (“Township”) jointly agree to designate and request the immediate annexation of the following described land located within Southside Township to the City of Annandale, County of Wright, Minnesota:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN (the “Property”).

**WHEREAS**, the City of Annandale and Southside Township are in agreement as to the orderly annexation of the unincorporated land described; and

**WHEREAS**, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Annandale and Southside Township may agree on a process of orderly annexation of a designated area; and

**WHEREAS**, the City of Annandale and Southside Township have agreed to all the terms and conditions for the annexation of the above-described lands; and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, jointly by the City Council of the City of Annandale and the Township Board of Southside Township as follows:

1. **Designation of Orderly Annexation Area.**

The Township and the City hereby designate the areas legally described on **Exhibit 1** attached (hereinafter referred to as the “Orderly Annexation Area”, “OAA” or “Subject Area”) for orderly annexation pursuant to Minnesota Statutes Section 414.0325.

A boundary map showing the Subject Area legally described on **Exhibit 1** is attached hereto as **Exhibit 2** and incorporated herein by reference.

The Township and City agree that the Orderly Annexation Area legally described on **Exhibit 1** and designated for orderly annexation pursuant to Minnesota Statutes Section 414.0325 is approximately 51.56 acres and the land use type is agricultural. The purpose of the annexation is to allow residential development of urban density on the annexed Property.

2. **Office of Administrative Hearings, Municipal Boundary Adjustments.**

Upon submission by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction 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.

3. **No Alterations of Boundaries.**

The Township and City mutually agree and state that no alterations by the MBA of the stated boundaries of the area designated for orderly annexation is appropriate. Any alterations of boundaries may only be made upon the joint agreement of the Township and City.

4. **Review and Comment.**

The City and the Township agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

5. **Taxation Reimbursement.**

- A. **Tax Reimbursement.** To allow the Township to be reimbursed for the permanent loss of taxable property from Township tax rolls for property in the Orderly Annexation Area, the City agrees that it will pay to the Township two and one-half times the amount in taxes that the Township levied against the annexed property in the year preceding annexation, exclusive of debt service and special assessments. In the year following annexation, the City shall remit payment to the Town in no more than two equal semi-annual payments within thirty (30) days after receipt of the tax revenues for the property from the Wright County Treasurer's office.
- B. **Tax Exempt Lands.** Lands, which are tax exempt as of the date of their annexation pursuant to this Joint Resolution, shall not be subject to the provisions of this section relating to Tax Reimbursement.
- C. **Delinquent Taxes.** 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 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.

- D. Assumption of Liability for Public Improvements. 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. Road Maintenance. The parties acknowledge that Nevens Avenue Northwest is chip sealed which is not ideal for the traffic that may be generated after development of the annexed Property. The City will be responsible for maintaining that portion of Nevens Avenue Northwest which is included in the annexed Property. The Township agrees to perform a traffic study on Nevens Avenue Northwest to establish a pre-development usage baseline for the road. The parties agree that maintenance and improvement of Nevens Avenue Northwest from the north property line of the Property to Nevens Avenue Northwest's intersection with 80<sup>th</sup> street Northwest ("Township Portion of Nevens Avenue") will be shared between the parties based upon a comparison of pre-development use to post-development use, with the City paying a proportionate share of the non-snowplowing maintenance expenses of the Township Portion of Nevens Avenue equal to the increase in average daily vehicle trips on the Township Portion of Nevens Avenue as may be most recently measured from time to time compared to the average daily vehicle trips on the Township Portion of Nevens Avenue as last measured before the commencement of construction on the Property, divided by the total number of vehicle trips as most recently measured on the Township Portion of Nevens Avenue.

7. Development of the Property. The City shall require the Developer and its contractors, including all contractors installing sewer, water and roads as well as those contractors constructing homes on the Property to access the Property using only County Highway 183 to Nevens Avenue Northwest and not using the Township Portion of Nevens Avenue to either access the Property or exit the Property. In the event such contractors use the Township Portion of Nevens Avenue to either access or exit the Property and the Township Portion of Nevens Avenue suffers damage to the surface of the road, the City shall reimburse the Township for the cost of repairing such damage.

8. Police Patrols. The City shall include the un-annexed portion of Nevens Avenue Northwest in its patrol area.

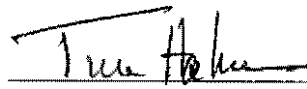
9. **Limitation on Future Annexation.** The parties agree that for a period of 20 years from the date of this Agreement, the City will not annex any of the properties shown on **Exhibit 3** ("Limited Annexation Area") via any means available under Minnesota law without the written consent of 100% of the property owners of the parcel or parcels sought to be annexed.

10. **Entire Agreement.**

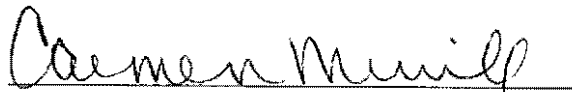
With respect to the Subject Area legally described on **Exhibit 1** and shown on **Exhibit 2**, respectively, and the Future Annexation Area shown on **Exhibit 3**, which exhibits are attached hereto and incorporated herein by reference, the terms, covenants, conditions, and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties. Any prior agreements or joint resolutions existing between the parties and affecting the property described in the attached Exhibits shall be considered terminated upon the effective date of this Joint Resolution.

**PASSED, ADOPTED AND APPROVED** by affirmative vote of the members of the Southside Town Board of Supervisors, Wright County, Minnesota, this 7<sup>th</sup> day of September, 2021.

**SOUTHSIDE TOWNSHIP**



Chair, Township Board of Supervisors



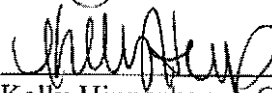
Township Clerk

**PASSED, ADOPTED AND APPROVED** by an affirmative vote of the Annandale City Council, Wright County, Minnesota, this 4th day of October, 2021.

**CITY OF ANNANDALE**



Shelly Jonas, Mayor



Kelly Hinnenkamp, City Administrator

## **EXHIBIT 1**

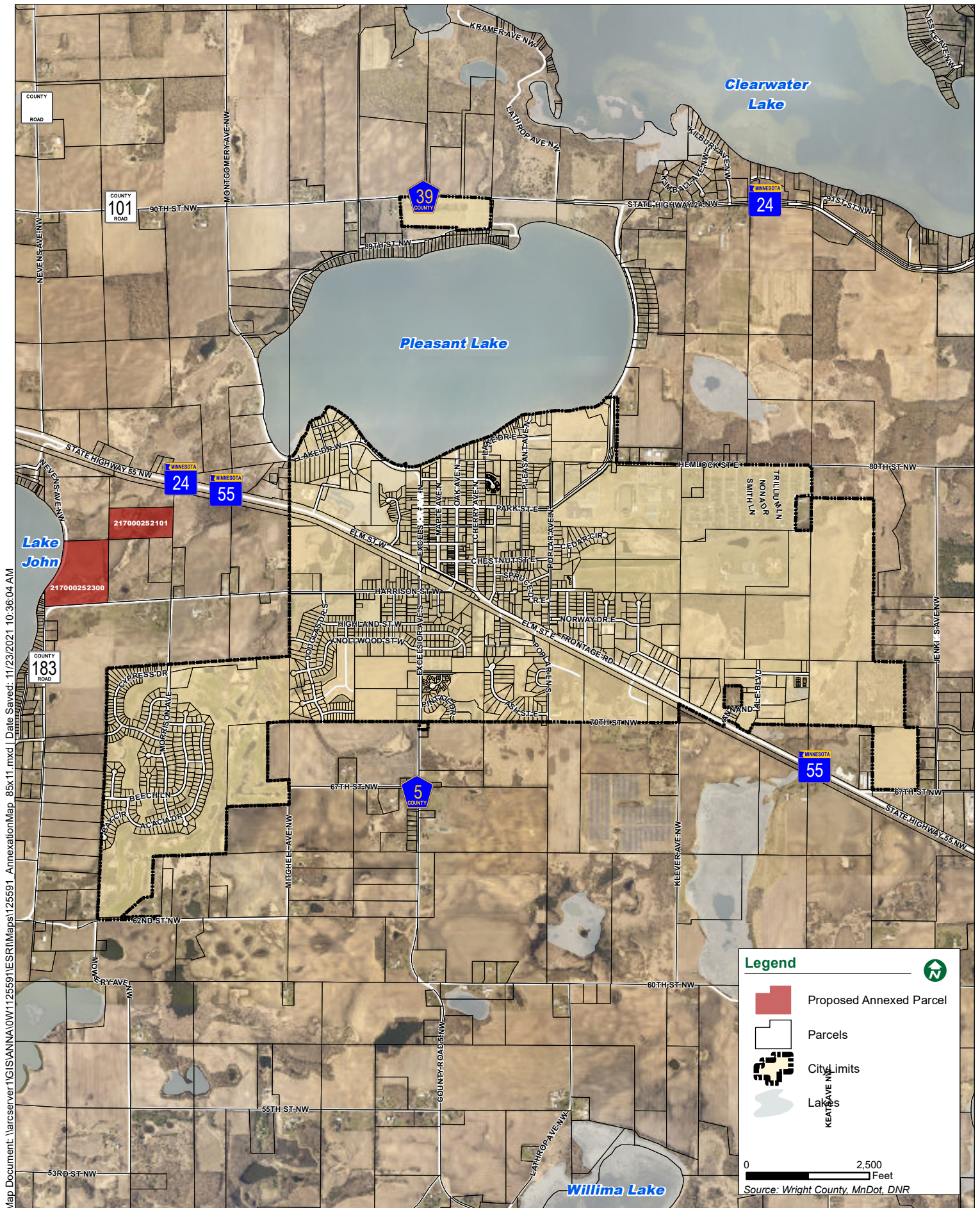
### **ORDERLY ANNEXATION AREA**

The S1/2 of NE1/4 of NW1/4; Government Lot 2 and that part of Government Lot 1 described as follows: Beginning at the Southeast corner of said Lot 1; thence West 2 rods on the South line of Lot 1; thence Northeasterly across Lot 1 to a point on the East line of said Lot 1 that is 2 rods North of the Southeast corner of said Lot 1; thence South along the East line 2 rods to the point of beginning, all in Section 25, Township 121, Range 28, Wright County, Minnesota.

Exhibit 2







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