

**SOUTHSIDE TOWNSHIP RESOLUTION NO. 2024-01
CITY OF ANNANDALE RESOLUTION 2024-13**

**JOINT RESOLUTION FOR DESIGNATION OF CERTAIN LAND AND THE
IMMEDIATE ANNEXATION OF ENTIRE DESIGNATED AREA BY 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 “Subject 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 area 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 37.49 acres and the land use type is agricultural. The purpose of the annexation is to allow residential development of urban density on the annexed Subject 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 City and Township have entered into an orderly annexation agreement assigned file number MBAU Docket OA-1813-1 by the Office of Administrative Hearings, Municipal Boundary Adjustment Unit under which the parties have agreed via the terms of paragraph 6 of such Agreement to share road maintenance costs of Nevens Avenue Northwest within the Township ("Cost Sharing Arrangement"). This Agreement shall not alter the cost sharing agreement set forth by the parties, except that:

- A. The City shall be responsible for maintaining that portion of Nevens Avenue improved with a bituminous surface where at least one side of the road has been annexed into the City. The Township shall be responsible for maintaining that portion of Nevens Avenue that is not improved with a bituminous surface where at least one side of the road remains in the Township. This paragraph 6.A shall be effective upon the realignment of Nevens Avenue as contemplated in paragraph 6.B below.
- B. In the event the City realigns Nevens Avenue to move it farther to the east, the Township shall permit such realignment provided the alignment is similar to that shown on the attached **Exhibit 3** and provided the Township shall not be responsible for any of the improvement costs of such realignment for that portion depicted in yellow on **Exhibit 4** attached hereto and incorporated herein.
- C. At the time of final plat approval for the Subject Property, the Township and the City will execute a cooperative agreement to improve the portion of Nevens Avenue that is depicted in red on **Exhibit 4** attached hereto and incorporated herein. The City will be responsible for 50% of the bituminous costs and 100% of the curb and gutter. The Township will be responsible for 50% of the bituminous cost.
- D. The Cost Sharing Arrangement shall remain in place until the earlier of 1) 50 years from the date of this Agreement, or 2) until such time as the City has annexed all of the properties abutting both sides of Nevens Avenue from the Property north to 80th Street N.W.

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 Subject Property to access the Subject Property using only County Highway 183 to Nevens Avenue Northwest and not using the Township Portion of Nevens Avenue to either access the Subject Property or exit the Subject Property. In the event such contractors use the Township Portion of Nevens Avenue to either access or exit the Subject 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 north of the Subject Property 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 5** ("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, 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, except that the provisions relating to the Cost Sharing Arrangement related to Nevens Avenue shall be as referred to in paragraph 6 of this Agreement. Any prior agreements or joint resolutions existing between the parties and affecting the Subject Property described in the attached **Exhibits 1** and **2** 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 21st day of February, 2024.

SOUTHSIDE TOWNSHIP



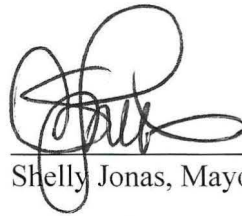
Chair, Township Board of Supervisors



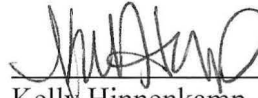
Township Clerk

PASSED, ADOPTED AND APPROVED by an affirmative vote of the Annandale City Council, Wright County, Minnesota, this 12th day of February, 2024.

CITY OF ANNANDALE

A handwritten signature in black ink, appearing to read 'Shelly Jonas', written over a horizontal line.

Shelly Jonas, Mayor

A handwritten signature in black ink, appearing to read 'Kelly Hinnenkamp', written over a horizontal line.

Kelly Hinnenkamp, City Administrator

Exhibit 1
Legal Description

The South Half of the Southwest Quarter (S 1/2 of SW 1/4) South of southerly right-of-way line of Railway of Section Twenty-four (24), Township One Hundred Twenty-one (121), Range Twenty-eight (28).

AND

Government Lot One (1) of Section Twenty-five (25), Township One Hundred Twenty-one (121), Range Twenty-eight (28), lying East of the centerline of the existing Township Road, except the following described tract: Beginning at the Southeast corner of said Lot One (1), thence West 2 rods on the South line of Lot One (1), thence Northeasterly across Lot One (1) to a point on the East line of said Lot One (1), that is 2 rods North of the Southeast corner of said Lot One (1), thence South along the East line 2 rods to point of beginning.

AND

The South 484.49 feet of Government Lot One (1) of Section Twenty-five (25), Township One Hundred Twenty-one (121), Range Twenty-eight (28), Wright County, Minnesota, lying westerly of the centerline of a Town Road.

Wright County, Minnesota

(Abstract Property)

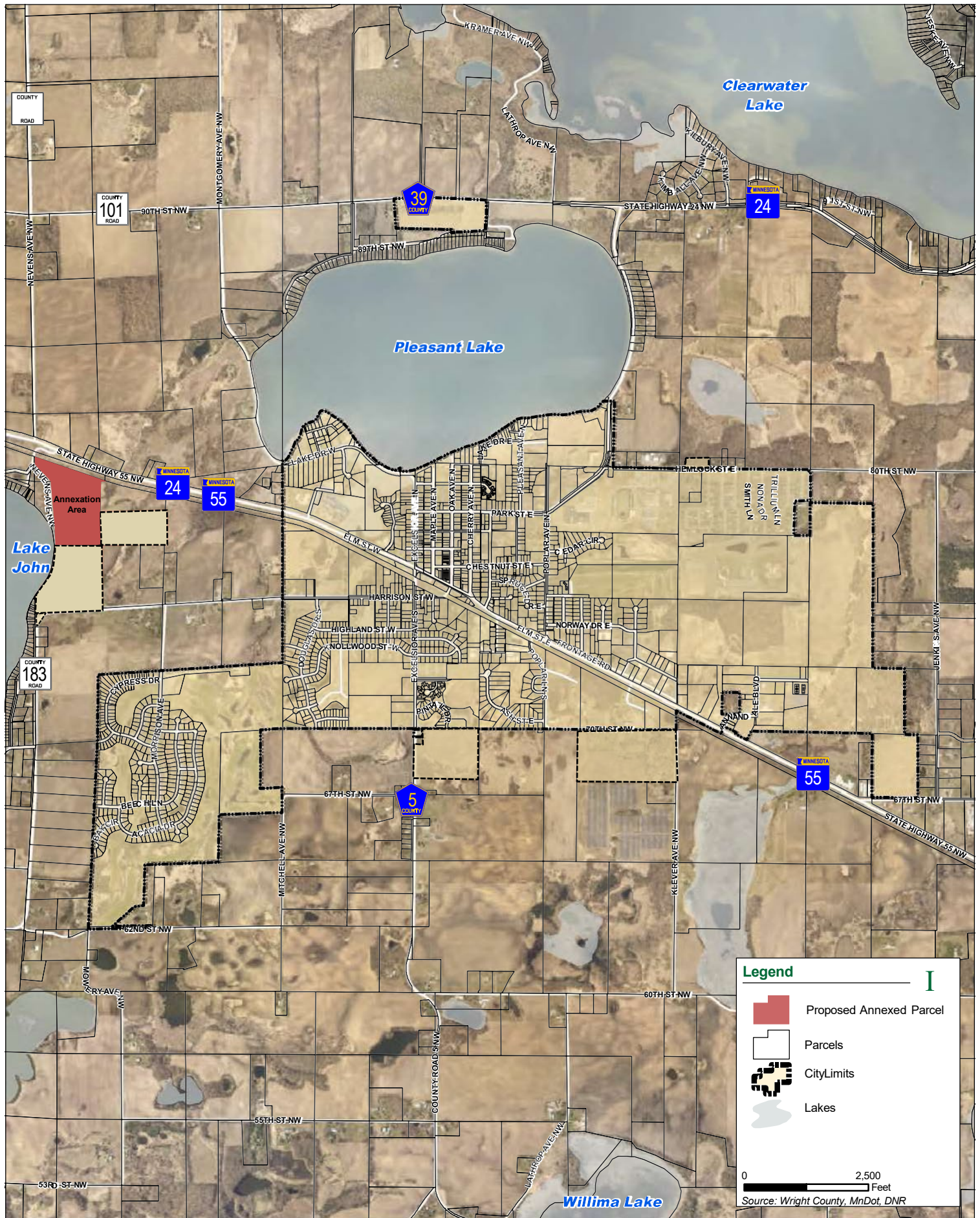
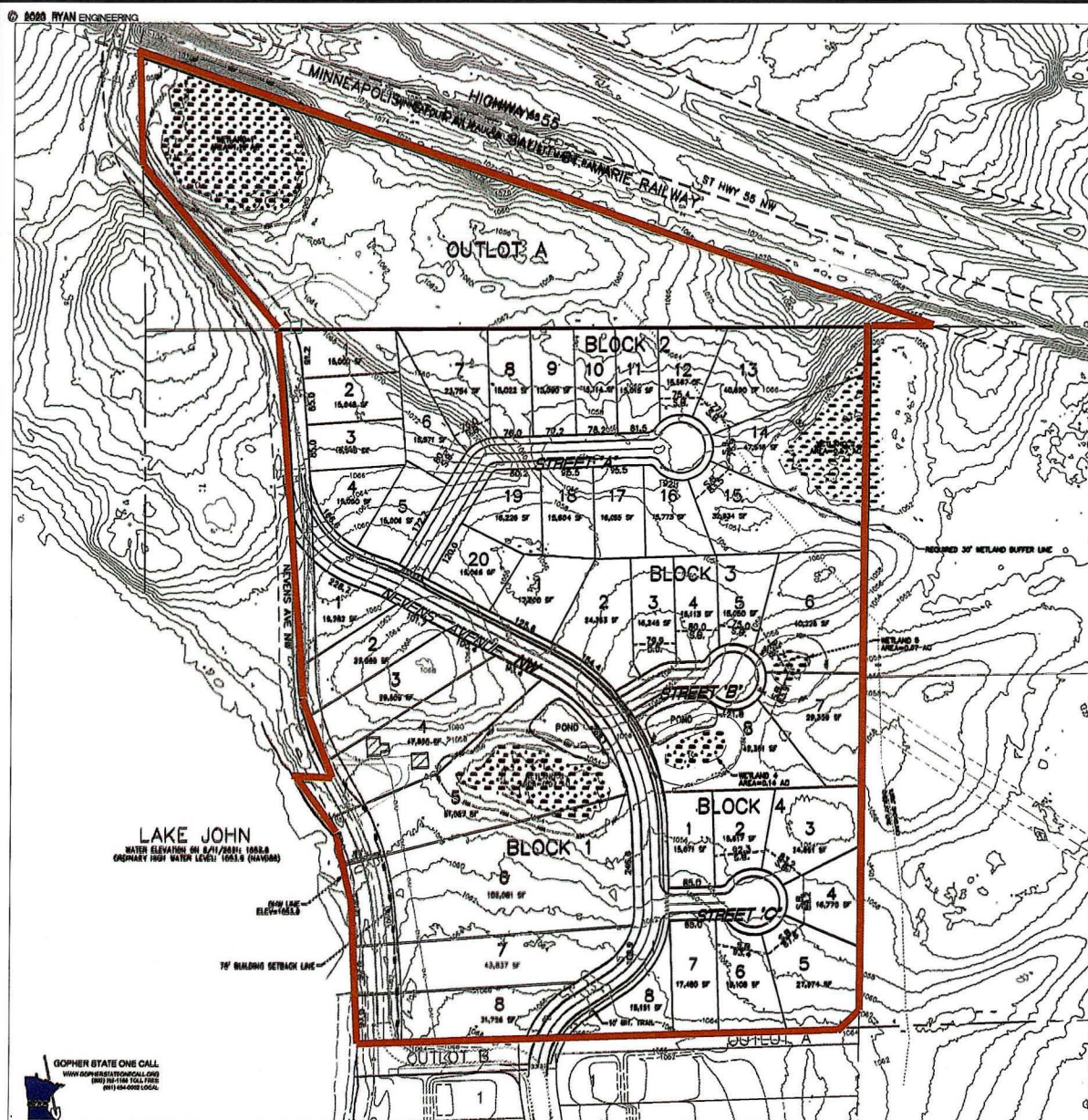


EXHIBIT 2



DEVELOPMENT DATA

ZONING: EXISTING ZONING: UNZONED
 COMP PLAN LAND USE: RESIDENTIAL
 PROPOSED ZONING: R-1 ONE FAMILY RESIDENTIAL

R-1 ZONING REQUIREMENTS

R-1 ZONING SETBACKS	RIPIARIAN	NON-RIPIARIAN
FRONT	30'	30' (20' REAR)
SIDE (INTERIOR)	10'	10'
SIDE (STREET)	20'	30'
SHORELAND SETBACK (OHNL)	75'	75'
MINIMUM LOT AREA	20,000 SF	15,000 SF
MINIMUM IMPERVIOUS	25%	25%
MIN LOT WIDTH AT SETBACK	75'	75'
SHORELAND SETBACK	75'	75'

LOT AREA DATA

SINGLE FAMILY DEVELOPMENT AREA		121,710 ± S.F.	=	2.79 ± AC
BLOCK 1	LOT	AREA S.F.	LOT	AREA S.F.
	1	18,282 ±	8*	102,081 ±
	2	22,685 ±	9*	43,837 ±
	3	29,509 ±	7*	31,728 ±
BLOCK 2	LOT	AREA S.F.	LOT	AREA S.F.
	1	15,000 ±	11	15,015 ±
	2	15,048 ±	12	15,067 ±
	3	15,045 ±	13	40,600 ±
BLOCK 3	LOT	AREA S.F.	LOT	AREA S.F.
	1	17,800 ±	5	15,050 ±
	2	24,353 ±	6	40,236 ±
	3	16,245 ±	7	29,359 ±
BLOCK 4	LOT	AREA S.F.	LOT	AREA S.F.
	1	15,071 ±	5	27,974 ±
	2	15,817 ±	6	19,108 ±
	3	24,851 ±	7	17,480 ±
Total BLOCK 1, 2, 3, 4		1,121,081 ±		
NEVENS AVE. ROW		101,492 ±		
STREET "A" ROW		44,305 ±		
STREET "B" ROW		20,817 ±		
STREET "C" ROW		17,185 ±		
AVERAGE LOT SIZE		24,078 ±		
PROPOSED DENSITY:		44 DU / 29.06 ± ACRES		
		1.47 DU/ACRE - GROSS		

NOTE: * SIGNIFIES RIPIARIAN LOT

LEGAL DESCRIPTION

SEE NARRATIVE ATTACHMENT



19655 Waterford Pl
 Excelsior, MN 55331
 (952) 221-3700
 www.ryanengineers.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Engineer under the laws of the State of Minnesota.

Signature: MR. 22071
 Registration No. 09-25-2023
 Date:

SHORES
 OF
 LAKE JOHN
 Annandale, MN
 for
Ryan
 Excelsior
 PROPERTIES

Project No.
 Digital Drawing Name
 Drawn By: Shores of Lake John.dwg
 Checked By: PWR
 Date: 10/03/2023
 Revisions
 10/03/2023 - 100 Scale - add CL A

Issued For: Date:
 Schematic Design
 Design Development
 Preliminary Review
 Final Review
 Bidding
 Construction

Concept
 Site
 Plan

Page

P-1



ZONING:

EXISTING ZONING:	UNZONED
COMP PLAN LAND USE	RESIDENTIAL
PROPOSED ZONING:	R-1 ONE FAMILY RESIDENTIAL

R-1 ZONING SETBACKS	RIPARIAN	NON-RIPARIAN
FRONT	30'	30' (20' REAR)
SIDE (INTERIOR)	10'	
SIDE (STREET)	20'	20'
SHORELAND SETBACK (OHML)	75'	
MINIMUM LOT AREA	20,000 SF	15,000 SF
MINIMUM IMPERVIOUS	25%	25%
MIN. LOT WIDTH AT SETBACK	75'	75'
SHORELAND SETBACK	75'	

SINGLE FAMILY DEVELOPMENT AREA		121,710 ± S.F.	=	2.79 ± AC	
	LOT	AREA S.F.		LOT	AREA S.F.
BLOCK 1	1	19,282 ±	5*	81,057 ±	
	2	22,885 ±	6*	102,081 ±	378,297 SF
	3	29,509 ±	7*	43,637 ±	
	4*	47,920 ±	8*	31,726 ±	
	LOT	AREA S.F.		LOT	AREA S.F.
BLOCK 2	1	15,000 ±	11	15,015 ±	
	2	12,048 ±	12	15,567 ±	
	3	15,045 ±	13	40,690 ±	
	4	15,050 ±	14	17,616 ±	390,245
	5	15,005 ±	15	32,834 ±	
	6	15,571 ±	16	15,773 ±	
	7	11,754 ±	17	16,055 ±	
	8	15,022 ±	18	15,604 ±	
	9	15,090 ±	19	16,226 ±	
	10	15,114 ±	20	15,065 ±	
	LOT	AREA S.F.		LOT	AREA S.F.
BLOCK 3	1	17,800 ±	5	15,050 ±	
	2	24,353 ±	6	40,226 ±	200,497
	3	16,245 ±	7	29,359 ±	
	4	15,113 ±	8	42,351 ±	
	LOT	AREA S.F.		LOT	AREA S.F.
BLOCK 4	1	15,071 ±	5	27,974 ±	
	2	15,617 ±	6	19,108 ±	152,022
	3	24,851 ±	7	17,480 ±	
	4	16,720 ±	8	15,151 ±	
Total BLOCK 1, 2, 3, 4				1,121,061 ±	
NEVENS AVE. ROW				101,492 ±	
STREET "A" ROW				44,305 ±	
STREET "B" ROW				23,617 ±	
STREET "C" ROW				17,185 ±	
AVERAGE LOT SIZE				26,078 ±	
PROPOSED DENSITY:		44 DU / 29.86 ACRES			
		1.47 DU/ACRE - GROSS			

NOTE: * SIGNIFIES RIPARIAN LOT

SEE NARRATIVE ATTACHMENT



19655 Waterford Pl
Excelsior, MN 55331
(952) 221-3700
www.ryanengineers.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Engineer under the laws of the State of Minnesota.

Signature	MM 22071
Registration No.	09-25-2023
Date	

SHORES
OF
LAKE JOHN
Annandale, MN

for
Ryan
Excelsior
PROPERTIES

Project No. _____

Digital Drawing Name
Shores of Lake John dwg

Drawn By _____
PMR

Checked By _____
PMR

Date
10/03/2023

Revisions

12/8/2023 - 100 Scale - add CL A

Issued For:	Date:
Schematic Design	
Design Development	
Preliminary Review	
Final Review	
Bidding	
Construction	

Concept
Site
Plan

Page

P-1

EXHIBIT 4



EXHIBIT 5

Limited annexation area shown highlighted; All such properties located in Sections 25, 26, and 35, Township 121 North, Range 28 West, Wright County, Minnesota

