



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

For Meeting of 8-3-17

ITEM TITLE: Consideration of a Pre-Annexation Agreement with Bedwell Gardens
CONTACT PERSON: Luke Nelson

SUMMARY EXPLANATION & HISTORY:

The City was approached to consider the annexation of almost 80-acres of land surrounding the Bedwell property. State law prevents the creation of an island when an annexation occurs. The State also provides for a City to annex land that is 20% or less of the area being voluntarily annexed. City staff has worked with Bedwell to establish a draft voluntary pre-annexation agreement for consideration by Council. That agreement is attached. The City Attorney has reviewed the agreement.

FUNDING:

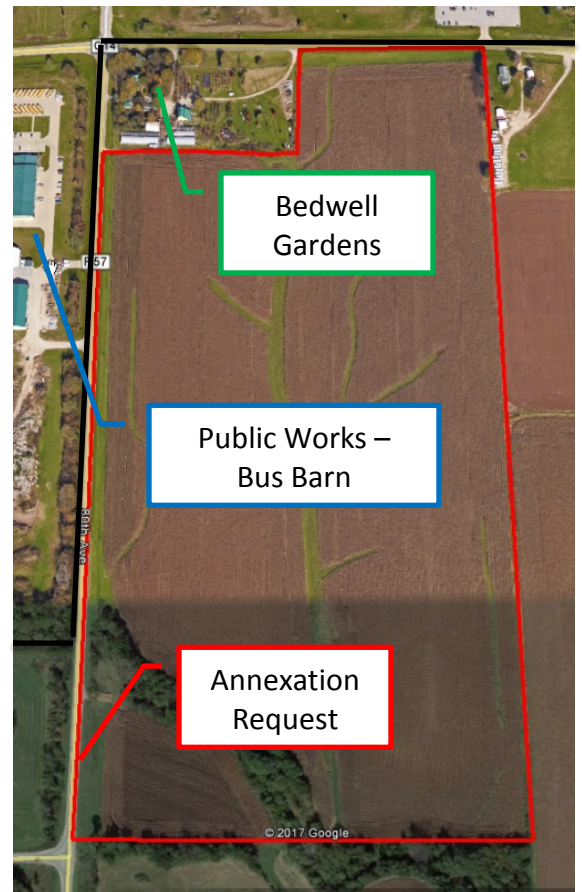
There is no cost for this annexation beyond recording fees. However, there is a delay of tax revenues as part of the allowed graduated abatement. A ten-year graduated abatement of taxes is common when pursuing annexation. Bedwell's current annual County property tax is approximately \$3,600. According to the current City levy their property taxes would be \$4,800. The transition to the City levy will last over 10 years. The amount of tax abated over the ten-year transition is \$5,300.

ALTERNATIVES:

1. Approve the attached resolution authorizing signature of the Pre-Annexation Agreement.
2. Modify the terms of the Agreement and authorize signature of the revised Agreement.
3. Ask Staff to conduct further research.
4. Take no action at this time.

RECOMMENDATION:

City Staff recognizes that Bedwell Gardens is an important part of Norwalk. The terms of the agreement are comparable to other voluntary annexation agreements approved by the City. **Staff recommends Alternative 1.**



Resolution Authorizing Execution of a Pre-Annexation Agreement with Bedwell Gardens

This Pre-Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City") and

WHEREAS, Gayln W Bedwell and Diana J Bedwell, husband and wife, are the current owners of Bedwell Gardens; and

WHEREAS, the Subject Property is presently located entirely within Warren County, Iowa, and outside the corporate limits of any other city; and,

WHEREAS, the Subject Property adjoins the existing City boundaries; and,

WHEREAS, the owners desire to have the City annex the property into the Norwalk city limits; and,

WHEREAS, the City desires to annex the subject property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

The City Council hereby authorizes the Mayor and City Clerk to sign the Pre-Annexation Agreement with Bedwell Gardens

PASSED THIS 3rd day of August, 2017.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Erika Isley
Ed Kuhl
David Lester

Jaki Livingston
Stephanie Riva

Mayor
City of Norwalk

Clerk
City of Norwalk

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the “City”) and Gayln W Bedwell and Diana J Bedwell, husband and wife, (hereinafter, collectively referred to as “Owners”).

WITNESSETH:

WHEREAS, Owners are the collective owners of record of that real property described in the attached Exhibit “A” (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Subject Property is presently located entirely within Warren County, Iowa, and outside the corporate limits of any other city; and,

WHEREAS, the Subject Property adjoins the existing City boundaries; and,

WHEREAS, the owners desire to have the City annex the property into the Norwalk city limits; and,

WHEREAS, the City desires to annex the subject property.

NOW THEREFORE, in consideration of their mutual promise contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

1. **Consent.** The Owners, residents of the property and owners of a nursery and greenhouses located at the property; consent to have the subject property annexed into the City limits.
2. **Transitional Taxes.** The annexation application will provide for transition the imposition of city property taxes in accordance to the maximum percentages allowed by Iowa Code Sections 368.7(5) and 368.11(3)(m).
3. **Zoning.** Upon annexation, the Subject Properties will be zoned as, A-R, Agriculture Reserve, pursuant to Section 17.10.020, Norwalk Zoning Ordinance. It is the intent of parties to this Agreement that the A-R zoning classification will allow for the continuation of all current uses being utilized on the respective properties, including retail sales on premise, by Owners until such time as each respective property is rezoned in the future.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an Owner of a specific parcel of property, then upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by

the City, all uses occurring on each portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under the provisions of applicable Iowa law. Attached hereto as Exhibit C and incorporated herein for the Subject Property is a description of the current use of the property. The purpose of such description is to memorialize the uses that will be permitted in the new A-R zoning classification for the Subject Properties and that will be deemed legal nonconforming uses in the event of a rezoning of any parcel of the Subject Properties.

It is the intent of the parties to this Agreement that the Annexation of the Subject Properties or any subsequent rezoning by the City will not prevent the continued use of the property as outlined in the attached description contained in Exhibit C.

In addition, it is the intent of the parties to this Agreement that the Annexation of the Subject Properties or any subsequent rezoning by the City will not prevent the expansion, enlargement or reconstruction of any structures necessary to continue the uses identified in Exhibit C that are currently constructed and in use on all property covered by this agreement. Such structures necessary to continue the uses identified in Exhibit C shall not be classified as non-conforming structures under Norwalk City Ordinance 17.04.140 and 17.04.150. There will be an irrefutable presumption that any structure provided for under this Agreement that is damaged can be reconstructed.

4. **Services.** The City will provide the following services upon completion of annexation:
 - A. Weekly solid waste pickup (property owner does not want this service);
 - B. Weekly recycling pickup (property owner does not want this service);
 - C. Weekly Compost-it pickup (available spring through fall) – (property owner does not want this service);
 - D. Norwalk City Police coverage;
 - E. Norwalk City Fire and Rescue coverage;
 - F. Use of Parks and Recreation programs at city resident rates;
 - G. City road maintenance; and
 - H. City snow removal from city roadways.
 - I. City will work with adjacent owners during development to acquire easement for sanitary sewer tap
 - J. Sanitary Sewer Tap Fee shall be waived by the City (property owner is responsible for all installation costs)
 - K. City will work to acquire water rights for the property identified in Exhibit A.
 - L. City will waive Water Tap Fee and any charges for water meters (this is a one-time waiver for initial installation of City meters)

5. **Additional Provisions.**

6. **Waiver.** Owners waive their right to withdraw their consent pursuant to Section 368.7(1)(e).
7. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties.

Dated this ____ day of _____, 2017.

OWNERS:

Gayln W Bedwell

Diana J Bedwell

CITY OF NORWALK, IOWA:

Mayor

Clerk

EXHIBIT "A"
Description of Subject Property

Parcel ID	05000170644
Property Address	8044 G14 HWY NORWALK IA 50211
Sec/Twp/Rng	17-77-24
Brief Tax Description	17-77-24 5.81A NW COR NW SW
Deed Book/Page	2015-10244 (12/14/2015)
Current Tax Class	R – Residential (from Warren County GIS Website)
School District	NORWALK SCHOOL

Deed Holder

Bedwell, Gayln W Tst/Bedwell, Diana J Tst
BEDWELL, GAYLN W/DIANA J
[8044 G14 Hwy](#)
Norwalk IA 50211

Mailing Address

Bedwell, Gayln W Tst/Bedwell, Diana J Tst
8044 G14 Hwy
Norwalk IA 50211



EXHIBIT "B"
Application for Voluntary Annexation

To the City of Norwalk:

The undersigned, Gayln W Bedwell and Diana J Bedwell, husband and wife, owner(s) or authorized representative(s) of the owner(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map attached hereto and by this reference made a part hereof, authorized to execute this application on behalf of Gayln W Bedwell and Diana J Bedwell, husband and wife, the owner(s) of the property legally described in "Exhibit A", respectfully request the property be annexed and become a part of the City of Norwalk, Iowa.

OWNERS:

Gayln W Bedwell

Diana J Bedwell

Attachments:

Exhibit A: Legal description and map of the property to be annexed

Exhibit C: Current use and allowances description.

Iowa Code Section 368.7 gives the landowner(s) consenting to voluntary annexation of their land the right to withdraw consent to annexation within three business days after the public hearing on the application to annex land unless this right is waived.

I hereby waive my right to withdraw consent to annexation within three business days after the public hearing on the application as evidenced by my signature below.

OWNERS:

Gayln W Bedwell

Diana J Bedwell

EXHIBIT "C"
Current Use and Allowances Description

1. Allow existing On-site wastewater treatment systems
2. Allow small natural waterways for sediment filtration without nuisance or destruction to adjoining or neighboring properties.
3. Require no installation of sidewalks
4. Recreational Fires allowed per Norwalk Code
5. The raising, or handling of livestock.
6. Open burning.
7. The formation and use of compost piles.
8. The discharge of firearms for target practice.
9. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, or other animals as allowed by state law.
10. Septic tanks and the lateral fields used with septic tanks.
11. The growing of crops including, but not limited to, com, beans, alfalfa, brome, wheat, residential grass (sod), for resale, etc.
12. Maintain Bedwell residence and Bedwell Gardens Greenhouse and Nursery as it exists today. Maintain driveways and entrances as they exist today.
13. Allow hook-up to sewer line in proximity of property.
14. Allow residence and business to maintain their current method of garbage/recycling

Current Buildings on Bedwell Property:

1. Residence (house)
2. Small storage building
3. Single door garage
4. Triple door garage
5. Barn
6. Metal building for machinery storage and other ancillary uses for the business
7. Five (5) greenhouses
8. Seed building
9. Well building