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JAN 22 2008

A-7541 La Crescent/La Crescent Township

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARINGS

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IN THE MATTER OF THE PETITION FOR	)	
THE ANNEXATION OF CERTAIN LAND	)	
TO THE CITY OF LA CRESCENT PURSUANT	)	<b>JOINT RESOLUTION</b>
TO MINNESOTA STATUTES c. 414	)	

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JOINT RESOLUTION FOR ORDERLY ANNEXATION  
BY AND BETWEEN LA CRESCENT TOWNSHIP AND  
THE CITY OF LA CRESCENT IN SETTLEMENT OF MINNESOTA  
OFFICE OF ADMINISTRATIVE HEARINGS FILE NO.  
A-7541 LA CRESCENT/ LA CRESCENT TOWNSHIP

WHEREAS, the City of La Crescent (the "City") filed an annexation petition – Notice of Intent to Annex, dated March 26, 2007, with the Minnesota Office of Administrative Hearings Municipal Boundary Adjustments Unit (File No. A-7541 La Crescent/La Crescent Township) seeking annexation of certain areas located within La Crescent Township (the "Township") pursuant to Minnesota Statutes, Section 414.033, subd. 3; and

WHEREAS, pursuant to Minnesota Statutes, Section 414.033, subd. 3, the Township adopted a resolution dated June 11, 2007 objecting to the City's above-referenced annexation petition and filed the same with the Minnesota Office of Administrative Hearings Municipal Boundary Adjustments Unit (the "OAH-MBAU") on June 29, 2007; and

WHEREAS, pursuant to Minnesota Statutes, Sections 414.031, 414.033, subd. 3, and 414.09, the OAH-MBAU, following proper published notice thereof, set the matter on for a contested case hearing and opened the hearing record in the above-referenced matter on August 24, 2007 where the matter was continued indefinitely pending mediation of the matter; and

WHEREAS, the Township and the City entered into mediation of the above-referenced matter on September 25, 2007 and worked toward settlement of their boundary dispute; and

WHEREAS, the Township and City have now reached a settlement agreement believed to be in their mutual best interests; and

WHEREAS, the Township and City desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statutes, Section 414.0325; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution in settlement of the above-referenced contested case matter; and

WHEREAS, for ease of reference, the area of the Township proposed for immediate orderly annexation in accordance with this Joint Resolution (hereinafter referred to as the "Subject Area") is legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and ✓

WHEREAS, the Subject Area is the former site of the Croell Redi-Mix plant, abuts the City, and is in need of orderly annexation and extension of services from the City since the Subject Area is urban or suburban or about to become so as it is proposed for multi-family residential development; and

WHEREAS, the City has available capacity to provide needed services to the Subject Area; and

WHEREAS, the Township and City agree that orderly annexation of the Subject Area is in the best interest of the property owner and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the Township and City desire to accomplish the immediate orderly annexation of the Subject Area without the need for any further hearings before the Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent and the Township Board of Supervisors of the Township of La Crescent as follows:

1. Designation of Subject Area. The Township and City hereby designate the Subject Area legally described in Exhibit A for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325: *immed*
2. Acreage of Subject Area. The Township and City agree that the Subject Area is approximately 6.63 acres.
3. Map of Subject Area. A boundary map showing the Subject Area legally described in Exhibit A is attached hereto as Exhibit B and is hereby incorporated herein by reference.
4. Population of Subject Area. The Township and City agree that the population of the Subject Area is 4.
5. No Hearing Required/Review and Comment Jurisdiction Only. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Subject Area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the State of Minnesota Office of Administrative Hearings/Municipal *affirm*



Boundary Adjustments Unit is necessary. Upon the execution and filing of this Joint Resolution, the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit may review and comment hereon, 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. 30 days

6. Tax Reimbursement. Pursuant to Minnesota Statutes, Section 414.036, the Township and City agree that upon annexation of the Subject Area, the City shall reimburse the Township for the loss of taxes from the property so annexed for the period and in accordance with the following schedule: OK

- a. In the first year following the year the City could first levy on the annexed area, an amount equal to ninety (90) percent of the property taxes distributed to the Township in regard to the annexed area in the last year that property taxes from the annexed area were payable to the Township;
- b. In the second year, an amount equal to seventy-five (75) percent;
- c. In the third year, an amount equal to sixty (60) percent;
- d. In the fourth year, an amount equal to forty-five (45) percent;
- e. In the fifth year, an amount equal thirty (30) percent; and
- f. In the sixth and final year, an amount equal to fifteen (15) percent. Thereafter, the City will no longer reimburse the Township.

7. Withdraw Contested Case Petition. The City agrees to withdraw its pending contested case annexation petition, File No.A-7541, as soon as practicable after execution and filing of this Joint Resolution with the OAH-MBAU. OK

8. Future Annexation Agreement Negotiation Process Outside Subject Area. The Township and City agree that there are existing and future growth, land use, service, and annexation issues in other areas of the Township not including the Subject Area legally described in Exhibit A designated in this Joint Resolution. In an effort to address such other issues for the benefit of the greater Township/City community, the Township and City agree to appoint two representatives of their respective governing bodies to meet to discuss existing and future growth, land use, service, and annexation issues for other portions of the Township outside and not including the Subject Area annexed by this Joint Resolution. The above-described meetings shall be periodic and as determined by the parties. The parties may respectively include legal counsel, staff or consultants as needed at any meetings of the parties. The purpose of the meetings as provided by this paragraph is for the parties hereto to make a cooperative, good faith effort to attempt to negotiate a future, long-term joint resolution for orderly annexation addressing existing and future growth, land use, service, and annexation issues. This paragraph, however, shall not be



read or construed to restrict or prohibit the exercise of any legal rights available to either party that may arise during these negotiations. The annexation agreement negotiation process provided herein shall begin following the effective date of this Joint Resolution. Prior to meeting as provided herein and as soon as practicable following the effective date of this Joint Resolution, the parties hereto shall appoint their respective negotiating teams and agree upon a mutually convenient time, date and location for the first negotiating meeting. The annexation agreement negotiation process shall continue for a period of six months following the effective date of this Joint Resolution, unless terminated sooner by either party by providing written notice thereof to the other. The annexation agreement negotiation process may be extended an additional six months following duly adopted resolutions of the respective governing bodies of the Township and City. This paragraph shall not otherwise delay, limit, restrict, interfere with, or prohibit the annexation of the Subject Area in accordance with this Joint Resolution.

9. Municipal Services. After annexation of the Subject Area, the City shall be responsible for providing municipal governmental services within the Subject Area. In the event that property owners within the Subject Area desire to receive certain municipal service that the property owner is not currently receiving, property owners may file a petition with the City for such service and receive consideration from the City Council. The City Council will endeavor to provide property owner petitioned services to the requesting properties in a timely manner to the extent practicable in the judgment of the City Council based on factors, including but not limited to the following: cost, timing and feasibility of the service project; cost, timing and feasibility of other City improvement projects; demonstrated service need; location of the petitioning property; distance of petitioning property from the petitioned service; type of service; capital improvement plan; comprehensive plan and other City land use controls; new or existing development; environmental review; number of property owners seeking services; and financial considerations including but not limited to assessability of the service to the petitioning property and other likely situated properties, and the extent of property owner provided financing for the requested service.
10. Termination. This Joint Resolution shall remain in full force and effect until one of the following conditions takes place, whichever comes first:
  - a. Termination by mutual written joint resolution of the City and Township; or
  - b. Upon completion of tax reimbursement to the Township in accordance with paragraph 6 of this Joint Resolution.
11. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
12. Disputes and Remedies. The Townships and City agree as follows:
  - a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and Township will direct staff members, as they deem



appropriate, to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

- b. Mediation/Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties hereto may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration.
  - c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party to the dispute may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.
- 13. Modification/Amendment. This Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with the OAH-MBAU, or its successor agency.
  - 14. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.
  - 15. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
  - 16. Entire Agreement. 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. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.
  - 17. Legal Description and Mapping. The Township and City agree, 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 State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit, 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 State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit as necessary to make effective the annexation of the Subject Area in accordance with the terms of this Joint Resolution.

18. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to the City:

City Administrator  
La Crescent City Hall

If to the Township:

Township Clerk  
La Crescent Township

19. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.

20. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit and pay the required filing fee.

Passed, adopted, and approved by the Township Board of Supervisors of the Township of La Crescent, Houston County, Minnesota, this 14<sup>th</sup> day of January, 2008.

ATTEST:

TOWNSHIP OF LA CRESCENT

By:

Karen Schuldt  
Karen Schuldt, Township Clerk

By:

DeWayne Severson  
DeWayne Severson, Chair

Passed, adopted, and approved by the City Council of the City of La Crescent, Houston County, Minnesota, this 14<sup>th</sup> day of January, 2008.

ATTEST:

CITY OF LA CRESCENT

By:

Bill Waller  
Bill Waller, City Administrator

By:

Mikel Poellinger  
Mikel Poellinger, Mayor



**EXHIBIT A**  
**Legal Description**

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

**Parcel 08.0569.000:**

That part of the South Half of the Southeast Quarter (SI/2 SE1/4) of Section 9, Township 104, Range 4, Houston County, Minnesota described as follows: Beginning at the point of intersection of the Southerly Right of Way line of Houston County Highway No.6 and the East Line of Lot 2, Block H, Auditor's Subdivision of said Section 9; thence on an assumed bearing of South 8 degrees 30 minutes West along the East line of said Lot 2 and the East line of Lot 2, Block L, said Auditor's Subdivision, also being the East line of Walter's First Addition, Houston County, Minnesota, 628.94 feet to the Southeast Corner of said Walter's First Addition and the Point of Beginning of the land to be described; Thence South 81 degrees 34 minutes 25 seconds East, 4.11 feet to a 3/4 Inch Iron Pipe Monument; Thence South 7 degrees 47 minutes 01 seconds West, 82.00 feet to a 3/4 Inch Iron Pipe Monument; Thence South 74 degrees 24 minutes 51 seconds East, 93.45 feet to a 3/4 Inch Iron Pipe Monument on the Westerly Right of Way line of South Ridge Road; Thence South 31 degrees 12 minutes 28 seconds West, 253.54 feet to a point 327.40 feet, South 8 degrees 30 minutes West of The Point of Beginning; Thence North 81 degrees 48 minutes 18 seconds West, 125.00 feet to a One Half Inch Iron Pipe Monument; Thence North 8 degrees 29 minutes 25 seconds East, 327.49 feet to the Southwest Corner of said Walter's First Addition; Thence South 81 degrees 45 minutes 44 seconds East along the South line of said Walter's First Addition, 125.06 feet to the Point of Beginning. Subject to the Right of Way of South Ridge Road and subject to all Easements of Record.

**Parcel No. 08.0569.001:**

Commencing at the South Quarter Corner of Section Nine (9), Township One Hundred Four (104) North, Range Four (4) West, running thence South 89° 58' 40" East 250.11 feet, Thence North 6° 45' 10" East 655.64 feet, Thence North 88° 42' 20" East 768.33 feet to the Point of Beginning of the Parcel to be described; running thence North 7° 53' 22" East 7.05 feet, Thence South 85° 26' 17" East 81.25 feet, Thence South 21° 19' 00" East 72.98 feet, Thence South 9° 27' 23" West 172.75 feet, Thence North 81° 34' 34" West 112.02 feet, Thence North 7° 53' 22" East 223.57 feet to the Point of Beginning, containing .59 Acres, more or less, and being apart of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section Nine (9).

**Parcel Nos. 08.0569.002 & 08.0569.003:**

That part of the South ½ of the SE ¼ of Section 9, Township 104, Range 4, Houston County, Minnesota, described as follows: Beginning at the point of intersection of the Southerly right of way line of Houston County Highway No.6 and the East line of Lot 2, Block H, Auditor's Subdivision of said Section 9; thence on an assumed bearing of South 8 degrees 30 minutes West along the East line of said Lot 2 and the East line of Lot 2, Block L, said Auditor's Subdivision, also being the East line of Walter's First Addition, Houston County, Minnesota, 628.94 feet to the Southeast corner of said Walter's First Addition; thence continue South 8 degrees 30 minutes West along the Southerly extension of the last described course, 327.40 feet; thence North 81 degrees 48 minutes 18 seconds West, 125.00 feet to a one half inch iron pipe monument marking the point of beginning of the land to be described; thence North 8 degrees 29 minutes 25 seconds



East, 327.49 feet to the Southwest corner of said Walter's First Addition; thence North 8 degrees 22 minutes 59 seconds East along the West line of said Walter's First Addition, 256.00 feet; thence North 81 degrees 48 minutes 38 seconds West, 74.46 feet to an iron pipe monument; thence North 81 degrees 37 minutes 49 seconds West, 117.49 feet to an iron pipe monument; thence North 81 degrees 50 minutes 58 seconds West, 114.38 feet to the Northeast corner of Lot 9, Block Two, Crescent Valley First Addition, Houston County, Minnesota; thence South 8 degrees 15 minutes 28 seconds West along the East line of said Block Two, 362.58 feet to a 3/4 inch iron pipe monument; thence South 84 degrees 57 minutes 35 seconds East, 81.09 feet to a 3/4 inch iron pipe monument; thence South 20 degrees 51 minutes 34 seconds East, 72.94 feet to a 3/4 inch iron pipe monument; thence South 9 degrees 54 minutes 09 seconds West, 172.51 feet to a 3/4 inch iron pipe monument; thence South 82 degrees 04 minutes 47 seconds East, 119.30 feet to a 1 1/2 inch iron pipe monument; thence North 8 degrees 15 minutes 25 seconds East, 10.00 feet to a 3/4 inch iron pipe monument; thence South 81 degrees 48 minutes 18 seconds East, 73.63 feet to the point of beginning.

**AND**

Parcel No. 08.0571.000:

From the Southeast Corner of Section Nine (9) in Township 104, North of Range Four West of the Fifth Principal Meridian West along the South line of said Section a distance of 1647.9 feet, thence North 8° 30' East 363.6 feet to the Place of Beginning; Thence North 8° 30' East 90 feet, Thence South 81° 30' East 427.3 feet, thence South go 30' West 50.3 feet to an iron stake in center of present road, thence South 32° 45' West 43.6 feet, thence North 81 ° 30' West, 409.5 feet to the Place of Beginning.

Parcel No. 08.0823.000:

Lot 2, Block 1 of Walter's Second Addition, La Crescent Township, Houston County, Minnesota.



**EXHIBIT B**  
**Boundary Map**

The municipal boundary map referenced in the attached Joint Resolution, showing the current City of La Crescent and its relation to the Subject Area to be annexed, legally described in Exhibit A, is attached hereto.



# Exhibit B

REC'D BY  
MMB

JAN 22 2008



**YAGGY  
COLBY  
ASSOCIATES**

ENGINEERS • ARCHITECTS  
SURVEYORS • PLANNERS  
LANDSCAPE ARCHITECTS

217 THIRD AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55401  
TEL: 612-296-3444 FAX: 612-296-3445  
WWW.YAGGYCOLBY.COM

WE warrant that the data and information contained herein were obtained from reliable sources and that the same are true and correct to the best of our knowledge and belief.

PREPARED BY

PROPOSED ANNEXATION BOUNDARIES

LA CRESCENT, MINNESOTA

A DE A 1

DATE	1/22/08
BY	JM
CHECKED BY	JM
APPROVED BY	JM
DATE	1/22/08

