

## JOINT RESOLUTION

### IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN THE CITY OF ELKO NEW MAREKT AND NEW MARKET TOWNSHIP PURSUANT TO MINNESOTA STATUTES § 414.0325

**WHEREAS**, the City of Elko New Market ("City") and New Market Township ("Township") designate for orderly annexation, the lands located within New Market Township, County of Scott Minnesota, legally described on Exhibit A attached hereto ("Property"); and

**WHEREAS**, the City and Township are in agreement as to the orderly annexation of the unincorporated land described; that both believe it will be to their benefit and to the benefit of their respective residents; and

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

**WHEREAS**, on June 30, 2016, a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325 Subd. 1b;

**NOW, THEREFORE, BE IT RESOLVED**, jointly by the City Council of the City of Elko New Market and the Township Board of New Market Township as follows:

1. **Property.** It is therefore agreed that the Property be immediately annexed to the City.
2. **Acreage/Population/Usage.** That the designated area consists of approximately 50 acres, the population in the subject area is 0, and the land use type is vacant land and agricultural.
3. **Jurisdiction.** That Township and the City by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.
4. **Need.** That the above-described property is urban or suburban or about to become so, and since the City is capable of providing services to this area within a reasonable time, the annexation would be in the best interest of the area.
5. **No Alteration.** The City and Township have agreed to all the terms and conditions for the immediate annexation of the above-described lands within this document 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.
6. **Review and Comment.** The City and 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.



**7. Reimbursement to Towns for lost taxes on annexed property.**

**A. Municipal Reimbursement.** For properties subject to this Agreement, the City agrees that it will provide the Township with an annual payment of \$1,400 per year for 5 years as reimbursement for the loss of township taxes.

**B. Developer Reimbursement.** Unless otherwise agreed, 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 not initiate annexation or forward a resolution for annexation of any portion of the property described on Exhibit A to the Office of Administrative Hearings, or its successor agency, until such time as the Township has received reimbursement from the Developer of the property for the loss of such taxable property in the amount of \$3,000.00.

**C. Assessments and Debt.** There are no outstanding special assessments or bonded indebtedness on the Property.

**8. Detachment of Property.** In the event that (i) within 3 years of the date of annexation of the Property, a Development Contract has not been recorded against the Property providing for improvement of 275<sup>th</sup> Street lying between the Property and County Road 91 ("Road Improvement Area") pursuant to the terms of the Memorandum of Understanding between the City and Township dated November 4, 2015; or (ii) the City and Township have not entered into a joint powers agreement for improvement and maintenance of the Road Improvement Area prior to City approval of a plat for the Property, then, upon request by the Town Board or submission of a Petition by the property owners of the Property in accordance with the provisions of Minn. Stat. §414.06, the City agrees to approve and submit to the Chief Administrative Law Judge a resolution of the City for detachment of the Property from the municipality, and in connection with any such hearing thereon, agrees that the Property is not needed for reasonably anticipated future development and that the detachment of the Property would not unreasonably affect the symmetry of the City nor cause any hardship in the City's ability to carry on the functions of government.

**9. Severability.** In the event that any portion of this Joint Resolution is declared null and void or unenforceable by a court of law, the validity of the remaining terms and provisions shall not be affected and the Joint Resolution shall be construed and enforced as if the Joint Resolution did not contain the particular term or provision held to be invalid. The City and Township agree to implement the procedures under Paragraph 11 to correct any such provision that was stricken. However, should any element of paragraph 7A and/or 7B relating to "Municipal Reimbursement" be deemed unlawful or unenforceable, the Township at its sole discretion may terminate this Agreement.

**10. Responsibility for Costs.** The City and Township shall pay their own respective attorney and planner fees and any other costs related to the review of this document.

**11. Resolution of Disputes.** If there is a disagreement as to the interpretation or implementation of the Joint Resolution, the City and Township shall implement the following dispute resolution procedures in the sequence provided:



**A. Negotiation:** Representatives of the City and Township will meet a minimum of one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

**B. Mediation:** If negotiation is not successful, parties shall participate in a minimum of one (1) mediation session with a mutually agreed upon mediator to resolve the dispute.

**C. Binding Arbitration/Adjudication:** If mediation is not successful, the parties may agree to submit their respective grievances to binding arbitration or may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel the performance as outlined in this Joint Resolution. In addition to the remedies afforded to the parties through law and equity, the Court shall have the authority to award reasonable attorney fees, costs and expenses to a party found to be in violation of the terms of this agreement.

**12. Amendment.** The parties may amend this joint resolution by mutual written consent at any time. In the event that there are errors, omissions or any other problems with the legal description, mapping, or tax reimbursement provided in the attached Exhibits the parties agree to make such corrections and file any additional documentation, including a new Exhibit making the corrections requested or required by the Office of Administrative Hearings, Boundary Adjustments as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution, without the necessity of re-adopting this Joint Resolution.

**13. Heading and Captions:** Headings and Captions are for convenience only and are not intended to alter any of the provisions of this joint resolution for orderly annexation.

*[signature pages to follow]*



NEW MARKET TOWNSHIP

Passed and adopted by the Town Board of New Market Township on this the 12<sup>th</sup> day of JULY, 2016.

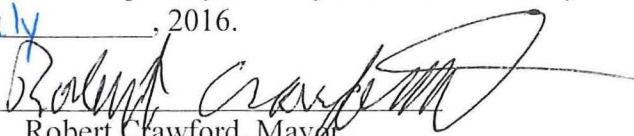
By:  *Michael Hentze*, Town Board Chair

Attest:  *LeRoy F. Clausen*, Town Board Clerk



**CITY OF ELKO NEW MARKET**

Passed and adopted by the City Council of the City of Elko New Market on this the 14 day of July, 2016.

By:   
Robert Crawford, Mayor

Attest: Sandra Green  
Sandra Green, City Clerk



## EXHIBIT A

**RECEIVED**  
by OAH on September 13, 2016

**Parcel 1:**

The West 330.00 feet of the East 825.00 feet of the Northwest Quarter of the Southeast Quarter of Section 34, Township 113, Range 21, Scott County, Minnesota;

**Parcel 2:**

The West 330.00 feet of the East 1155.00 feet of the Northwest Quarter of the Southeast Quarter of Section 34, Township 113, Range 21, Scott County, Minnesota;

**Parcel 3:**

The East 150.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 113, Range 21, Scott County, Minnesota. Together with that part of the Northwest Quarter of the Southeast Quarter of said Section 34, lying West of the East 1155.00 feet of said Northwest Quarter of the Southeast Quarter.

**Parcel 4:**

The West 330.00 feet of the East 495.00 feet of the Northwest Quarter of the Southeast Quarter of Section 34, Township 113, Range 21, Scott County, Minnesota;

**Parcel 5:**

The East 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 34, Township 113, Range 21, Scott County, Minnesota. Together with that part of the Northeast Quarter of the Southeast Quarter of said Section 34, lying west of the following described line:

Beginning at a point on the north line of said Northeast Quarter of the Southeast Quarter distant 191.50 feet East of the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence Southwesterly to a point on the South line of said Northeast Quarter of the Southeast Quarter distant 135.00 feet East of the Southwest corner of said Northeast Quarter.

**Parcel 6:**

That part of the Northwest Quarter of Section 34, Township 113, Range 21, Scott County, Minnesota, described as follows:

Beginning at the Southeast Corner of said Northwest Quarter; thence North 01 degrees 25 minutes 58 seconds East along the east line of said Northwest Quarter a distance of 39.21 feet; thence South 88 degrees 58 minutes 37 seconds West a distance of 150.11 feet; thence South 01 degrees 25 minutes 47 seconds West a distance of 38.64 feet; thence North 89 degrees 11 minutes 39 seconds East along the south line of said Northwest Quarter a distance of 150.11 feet to the Point of Beginning.



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