

In the Matter of the City of
La Crescent/La Crescent Township

RECEIVED
by OAH on August 22, 2016

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE PETITION FOR)
THE ANNEXATION OF CERTAIN LAND)
TO THE CITY OF LA CRESCENT PURSUANT)
TO MINNESOTA STATUTES § 414.0325)

JOINT RESOLUTION

JOINT RESOLUTION FOR ORDERLY ANNEXATION BY AND BETWEEN
LA CRESCENT TOWNSHIP AND THE CITY OF LA CRESCENT

WHEREAS, the City of La Crescent (the "City") mailed to La Crescent Township (the "Township") a Notice of Intent for Annexation dated June 27, 2016 on July 1, 2016 seeking annexation of certain areas located within La Crescent Township pursuant to Minnesota Statutes, Section 414.031; and

WHEREAS, the City mailed a correspondence dated July 8, 2016 to the Township with the Notice proposing that the annexation referenced in the Notice be completed by an Orderly Annexation Agreement with the City reimbursing the Township for two (2) years of real estate taxes and paying all necessary publication fees to timely complete the annexation; and

WHEREAS, the Township voted at its July 11, 2016 Town Board Meeting to proceed with an Orderly Annexation Agreement with the terms outlined by the City in its correspondence dated July 8, 2016; 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 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 Notice of Intent to Designate for Orderly Annexation was published in the *Houston County News* newspaper on July 21, 2016.

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 owners 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.
2. Acreage of Subject Area. The Township and City agree that the Subject Area is approximately 97.75 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. 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 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.
5. 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:
 - (a) In the first year following the year the city could first levy on the annexed area, an amount equal to \$2,640.93; and
 - (b) In the second and final year, an amount equal to \$2,640.93.
6. 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.

7. 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 this Joint Resolution.
8. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
9. 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.

10. 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.
11. 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.
12. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
13. 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.
14. 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 or either party, 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 Adjustment Unit as necessary to make effective the annexation of the Subject Area in accordance with the terms of this Joint Resolution.
15. 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
315 Main Street
La Crescent, MN 55947

If to the Township:

Township Clerk
La Crescent Township
4610 CTH 6
La Crescent, MN 55947

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

17. 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.
18. Joint Participation. The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

Passed, adopted, and approved by the Township Board of Supervisors of the Township of La Crescent, Houston County, Minnesota, this 8th day of August, 2016.

ATTEST:

TOWNSHIP OF LA CRESCENT

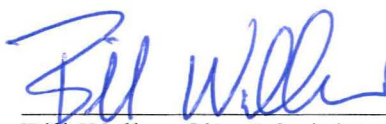
By: 
Karen Schuldt, Township Clerk

By: 
George R. Cummings, Chair

Passed, adopted, and approved by the City Council of the City of La Crescent, Houston County, Minnesota, this 8th day of August, 2016.

ATTEST:

CITY OF LA CRESCENT

By: 
Bill Waller, City Administrator


By: 
Mikel Poelinger, Mayor

EXHIBIT A

Parcel No. 08.0099.000:

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 8, TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, HOUSTON COUNTY, MINNESOTA, LYING NORTH AND EAST OF PINE CREEK.

AND

Parcel No. 08.0124.000:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 9, TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN (A/K/A BLOCKS E, F, J AND I OF AUDITOR'S SUBDIVISION OF SECTION 9, TOWNSHIP 104, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, LYING NORTH AND EAST OF PINE CREEK AND SOUTH AND WEST OF CSAH 6, AND WEST OF VOLUME 5 OF CERTIFIED SURVEY MAPS, PAGE 6.

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 9, TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN (A/K/A BLOCK D OF AUDITOR'S SUBDIVISION OF SECTION 9, TOWNSHIP 104, RANGE 4 WEST), HOUSTON COUNTY, MINNESOTA, LYING SOUTH AND WEST OF CSAH 6.

AND

Parcel No. 08.0499.000:

A PIECE OR PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 9, TOWNSHIP 104 NORTH, OF RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN (A/K/A BLOCK C OF AUDITOR'S SUBDIVISION OF SECTION 9, TOWNSHIP 104, RANGE 4 WEST), HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9; THENCE SOUTH ALONG THE SECTION LINE A DISTANCE OF 1298.6 FEET TO THE CENTER OF PINE CREEK ROAD; THENCE SOUTH 71 DEGREES 20 MINUTES EAST A DISTANCE OF 401.4 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES EAST A DISTANCE OF 1074.7 FEET TO A 1/16 LINE FENCE; THENCE SOUTH ALONG SAID FENCE LINE A DISTANCE OF 76.9 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE PINE CREEK ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PINE CREEK ROAD A DISTANCE OF 153.0 FEET TO AN IRON PIPE WHICH IS THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PINE CREEK ROAD A DISTANCE OF 70.0 FEET TO AN IRON PIPE; THENCE SOUTH A DISTANCE OF 730.7 FEET TO AN IRON PIPE; THENCE EAST A DISTANCE OF 60.4 FEET TO AN IRON PIPE; THENCE NORTH A DISTANCE OF 695.3 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PARCELS:

PARCELS OF RECORD IN THE HOUSTON COUNTY RECORDER'S OFFICE RECORDED AS FOLLOWS:

DOCUMENT NO. 192510; DOCUMENT NO. 192511; DOCUMENT NO. 192512; DOCUMENT NO. 192513; DOCUMENT NO. 192514; DOCUMENT NO. 192515; DOCUMENT NO. 118932; DOCUMENT NO. 119233; DOCUMENT NO. 124648; DOCUMENT NO. 238293; DOCUMENT NO. 101000; DOCUMENT NO. 103300; DOCUMENT NO. 106852; DOCUMENT NO. 128802; DOCUMENT NO. 128869; DOCUMENT NO. 136902; AND DOCUMENT NO. 137712.

AND ALSO EXCEPTING ALL OF CRESCENT VALLEY SUBDIVISION AND THAT PARCEL CONTAINED IN VOLUME 5 OF SURVEY MAPS, PAGE 6.

AND

INCLUDING ALL THAT PART OF HOUSTON COUNTY STATE AID HIGHWAY NO. 6 BEGINNING AT THE INTERSECTION OF HOUSTON COUNTY STATE AID HIGHWAY NO. 6 AND ITS INTERSECTION WITH VALLEY LANE; THEN WEST TO THE INTERSECTION OF HOUSTON COUNTY STATE AID HIGHWAY NO. 6 AND THE MOST NORTHWESTERLY CORNER OF THE PARCEL DESCRIBED ABOVE.

AND

Parcel No. 08.0520.000:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ SW $\frac{1}{4}$), SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH ALONG THE QUARTER SECTION LINE 424.4 FEET TO THE CENTER OF THE COUNTY STATE AID HIGHWAY, THENCE NORTH 58° 32' W, 61.24 FEET, THENCE CONTINUING ALONG THE CENTER OF SAID HIGHWAY ALONG A CURVED LINE TO THE RIGHT OF RADIUS 1432.4 FEET, A DISTANCE OF 530.42 FEET, THE SUBTENDED CHORD OF SAID CURVE LINE BEARING NORTH 47° 55' 30" W, LENGTH 527.4 FEET, THENCE CONTINUE ALONG THE CENTER OF SAID HIGHWAY ON A BEARING OF NORTH 37° 19' W, 181.1 FEET, THENCE SOUTH 22° 05' W, 144.95 FEET, THENCE SOUTH 28° 35' W, 180.55 FEET, THENCE SOUTH 30° 35' W, 226.46 FEET, THENCE ALONG A CIRCULAR CURVED LINE OF RADIUS 45.0 FEET A DISTANCE OF 47.94 FEET, THE SUBTENDED CHORD OF SAID CURVED LINE BEARING SOUTH 48° 16' W OF LENGTH 45.70 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE ALONG SAID CURVED LINE TO THE LEFT A DISTANCE OF 60.60 FEET, THE SUBTENDED CHORD OF SAID CURVED LINE BEARING SOUTH 20° 50' 10" E OF LENGTH 56.12 FEET, THENCE SOUTH 30° 35' W, 215.43 FEET, THENCE NORTH 49° 25' W, 105.0 FEET, THENCE NORTH 6° 15' 30" W, 118.15 FEET, THENCE NORTH 20° E, 140.0 FEET, THENCE SOUTH 59° 25' E, 156.12 FEET TO THE POINT OF BEGINNING.

AND

Parcel No. 08.0519.000:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE¼ SW¼), SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, DESCRIBED AS COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH ALONG THE QUARTER SECTION LINE 424.4 FEET TO THE CENTER OF THE COUNTY STATE AID HIGHWAY, THENCE NORTH 58 DEGREES 32 MINUTES WEST 61.24 FEET; THENCE CONTINUING ALONG THE CENTER OF SAID HIGHWAY ALONG A CURVED LINE TO THE RIGHT OF RADIUS 1432.4 FEET A DISTANCE OF 530.42 FEET, THE SUBTENDED CHORD OF SAID CURVED LINE BEARING NORTH 47 DEGREES 55 MINUTES 30 SECONDS WEST, LENGTH 527.4 FEET, THENCE CONTINUE ALONG THE CENTER OF SAID HIGHWAY ON A BEARING OF NORTH 37 DEGREES 19 MINUTES WEST 181.1 FEET, THENCE SOUTH 22 DEGREES 05 MINUTES WEST 144.95 FEET, THENCE SOUTH 28 DEGREES 35 MINUTES WEST 180.55 FEET, THENCE SOUTH 30 DEGREES 35 MINUTES WEST 305.0 FEET, THENCE SOUTH 59 DEGREES 25 MINUTES EAST 30.0 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 30 DEGREES 35 MINUTES WEST 215.43 FEET, THENCE SOUTH 69 DEGREES 25 MINUTES EAST 175.0 FEET, THENCE NORTH 62 DEGREES 47 MINUTES EAST 108.25 FEET, THENCE NORTH 28 DEGREES 34 MINUTES WEST 104.9 FEET, THENCE NORTH 32 DEGREES 24 MINUTES 30 SECONDS WEST 87.3 FEET, THENCE NORTH 59 DEGREES 25 MINUTES WEST 62.2 FEET TO THE POINT OF BEGINNING.

AND

Parcel No. 08.0523.000:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE¼ SW¼), SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, DESCRIBED AS COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH ALONG THE QUARTER SECTION LINE 424.4 FEET TO THE CENTER OF THE COUNTY STATE AID HIGHWAY, THENCE NORTH 58° 32' WEST 61.24 FEET, THENCE CONTINUING ALONG THE CENTER OF SAID HIGHWAY ALONG A CURVED LINE TO THE RIGHT OF RADIUS 1432.4 FEET, A DISTANCE OF 530.42 FEET, THE SUBTENDED CHORD OF SAID CURVED LINE BEARING NORTH 47° 55' 30" WEST, LENGTH 527.4 FEET, THENCE CONTINUE ALONG THE CENTER OF SAID HIGHWAY ON A BEARING OF NORTH 37° 19' WEST 181.1 FEET, THENCE SOUTH 22° 05' WEST 144.95 FEET, THENCE SOUTH 28° 35' WEST 180.55 FEET, THENCE SOUTH 30° 35' WEST 305 FEET, THENCE SOUTH 59° 25' EAST 45.0 FEET TO THE POINT OF BEGINNING, THENCE NORTH 30° 35' EAST 45.0 FEET, THENCE ALONG A CIRCULAR CURVED LINE TO THE LEFT OF RADIUS 45.0 FEET A DISTANCE OF 39.42 FEET, THE SUBTENDED CHORD OF SAID CURVED LINE BEARING NORTH 06° 28' 20" EAST OF LENGTH 36.74 FEET, THENCE SOUTH 59° 25' EAST 200.0 FEET, THENCE SOUTH 30° 35' WEST 171.96 FEET, THENCE NORTH 28° 34' WEST 104.9 FEET, THENCE NORTH 32° 24' 30" WEST 87.3 FEET, THENCE NORTH 59° 25' WEST 17.2 FEET TO THE POINT OF BEGINNING.

AND

Parcel No. 08.0127.000:

PART OF THE SOUTH HALF OF THE SOUTHWEST ((S½ SW¼) OF SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 9; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 169.95 FEET; THENCE NORTH 3 DEGREES 23 MINUTES 31 SECONDS WEST 611.56 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE CONTINUING NORTH 3 DEGREES 23 MINUTES 31 SECONDS WEST 225 FEET; THENCE WEST 1,140.87 FEET TO A MEANDER LINE OF PINE CREEK; THENCE ALONG SAID MEANDER LINE SOUTH 5 DEGREES 35 MINUTES 55 SECONDS EAST 30.91 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 20 DEGREES 23 MINUTES 37 SECONDS WEST 101.96 FEET. SOUTH 69 DEGREES 29 MINUTES 12 SECONDS WEST 118.94 FEET, SOUTH 19 DEGREES 24 MINUTES 53 SECONDS WEST 52.89 FEET, SOUTH 6 DEGREES 32 MINUTES 22 SECONDS EAST 120.03 FEET, SOUTH 32 DEGREES 07 MINUTES 57 SECONDS EAST 62.14 FEET AND SOUTH 63 DEGREES 30 MINUTES 30 SECONDS EAST 248.38 FEET; THENCE NORTH 65 DEGREES 10 MINUTES 39 SECONDS EAST 657.27 FEET; THENCE EAST 450 FEET TO THE POINT OF BEGINNING, INCLUDING ALL THE LAND LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF PINE CREEK.

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.



whks
engineers • planners • land surveyors

EXHIBIT B

REV.	DATE	DESCRIPTION

PROPOSED ANNEXATION BOUNDARIES
LA CRESCENT, MN
7319.16

SCALE: AS SHOWN
PROJECT NO: 7319.16
DRAWN BY: SCH
CHECKED BY: TAH
SHEET 1 OF 3