

**CITY OF DASSEL**  
**(Resolution No. 2019-015)**

**DASSEL TOWNSHIP**  
**(Resolution No. 919-1)**

**JOINT RESOLUTION PURSUANT TO MINNESOTA STATUTES, SECTION 414.0325  
TO PROVIDE FOR THE IMMEDIATE ANNEXATION OF CERTAIN PROPERTY**

**WHEREAS**, the City of Dassel, Meeker County, Minnesota ("City") and Dassel Township, Meeker County, Minnesota ("Town") both desire to accommodate growth in a cooperative, planned, and orderly fashion; and

**WHEREAS**, the City and Town agree as to the orderly annexation of the unincorporated land described herein, and both determine such annexation will be to their benefit and to the benefit of their respective residents; and

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

**WHEREAS**, the City and the Town agree as to the immediate annexation of the designated area in accordance with the provisions of this orderly annexation agreement ("Agreement") in order to promote orderly and planned growth; and

**WHEREAS**, the subject 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; and

**WHEREAS**, the owner of the property has waived the electric utility service notice under Minnesota Statutes, section 414.0325, subdivision 1a; and

**WHEREAS**, the notice requirements prescribed by Minnesota Statutes, section 414.0325, subdivision 1b do not apply because the Agreement provides for the immediate annexation of the designated property and all of the owners of the property have petitioned for the annexation; and

**WHEREAS**, this Agreement sets out all of the terms and conditions for the annexation of the property described within this document and the signatories hereto agree that no consideration by the Chief Administrative Law Judge of the Office of Administrative Hearings is necessary.

**NOW, THEREFORE**, the City Council of the City of Dassel and the Town Board of Dassel Township hereby resolve and agree to the immediate annexation into the City of the property herein described upon the following terms and conditions:

1. **Designated Area.** The unincorporated property designated for orderly annexation by this Agreement consists of the land legally described in the attached Exhibit A and shown on map attached hereto as Exhibit B ("Property").
2. **Immediate Annexation.** It is agreed that the Property be immediately annexed to the City. Upon its adoption by both the City and the Town, the City shall file this Agreement with the Chief Administrative Law Judge for processing and an order providing for the immediate annexation of the Property pursuant to its terms. The City shall be responsible for providing any additional information that may be required to accomplish the annexation provided for herein. In the event that there are errors, omissions or any other problems with the legal description, mapping, or tax reimbursement provided within the Agreement and 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 Unit as necessary to make effective the annexation of said area in accordance with the terms of this Agreement, without the necessity of re-adopting this Agreement.
3. **Acreage/Population/Usage/Zoning.**
  - a. The Property consists of approximately 13 acres.
  - b. The Property is populated with 0 people.
  - c. The Property is owned by 961 Re LLC, a limited liability company formed under the laws of the state of Minnesota, which company has filed a petition for this annexation as part of a desire to subdivide and provide City utilities to the Property.
  - d. Upon annexation, the Property will be included in the City's Industrial zoning district, subject to an anticipated rezoning request by the petitioners and/or any other prospective developer.
4. **Roads.** This annexation will have no effect on the jurisdiction over, or maintenance of, any public roads.
5. **Jurisdiction.** Pursuant to Minnesota Statutes, section 414.0325, the Town and the City, upon passage of this joint resolution, confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish orderly annexation in accordance with the terms of this Agreement.
6. **Tax Reimbursement.** Taxes payable to the Town in 2019 on the Property total \$44.40 and those 2019 taxes shall be paid to the Town. Pursuant to Minnesota Statutes, section 414.036, the City and the Town agree that upon annexation of the Property, the City shall reimburse the Town for additional property tax revenues in the amount of \$177.60 no later than November 1, 2019.

There are no special assessments assigned by the Town to the Property, nor is there any debt incurred by the Town attributable to the Property. Except as outlined above, the City shall not be obligated to make any further tax reimbursement payments to the Town.

7. **Review and Comment.** The City and the Town agree that upon receipt of this Agreement, as passed and adopted by each party, the Chief Administrative Law Judge may review and comment but shall, within 30 days, order the annexation in accordance with the terms of this Agreement. The City and Town agree that no alteration of the stated boundaries of the orderly annexation area as shown and described in the attached exhibits is appropriate, that no consideration by the Chief Administrative Law Judge is necessary, that all terms and conditions for annexation are provided for in this Agreement, and that no alteration of the terms and conditions of this Agreement by the Chief Administrative Law Judge is appropriate.
8. **Binding Contract.** Pursuant to Minnesota Statutes, section 414.0325, subdivision 6, this Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Property.
9. **Costs Associated with the Orderly Annexation Agreement.** The City shall pay for the costs associated with drafting and recording this Agreement, as well as any required filing fees, and costs incurred to make any needed corrections. The Town shall be responsible for paying any costs associated with its review or negotiation of this Agreement.
10. **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including Exhibits A and B, which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties. No amendment to this Agreement shall be effective unless mutually agreed to by the City and Town. Any prior joint resolutions or agreements regarding all or any portion of the Property are superseded by, and shall not interfere with or otherwise control, the terms of this Agreement.
11. **Effective Date/Applicability.** This Agreement is effective upon its adoption by the respective governing bodies of both the Town and the City. The annexation of the Property shall be effective upon the issuance of the order by the Chief Administrative Law Judge. This Agreement is only meant to apply to the Property and not to any other property or area within the Town.
12. **Adopt and Enforce Regulations.** The City's zoning and subdivisions regulations shall apply to the Property annexed pursuant to this Agreement upon the effective date of the Chief Administrative Law Judge's order approving the annexation. Until such time as the annexation is effective, the Property shall remain subject to the Town's ordinances and regulations.
13. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Agreement into effect.
14. **Governing Law.** This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.

15. **Resolution of Disputes.** If there is a disagreement as to the interpretation or implementation of this Agreement, 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.
16. **Heading and Captions:** Headings and Captions are for convenience only and are not intended to alter any of the provisions of this Agreement.
17. **Severability.** In the event that any portion of this Agreement 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 Agreement shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. The City and Township agree to implement the procedures under Paragraph 15 to correct any such provision that was stricken. However, should any element of paragraph 6 relating to "Tax Reimbursement" be deemed unlawful or unenforceable, the Township at its sole discretion may terminate this Agreement.

Adopted by affirmative vote of the Dassel Town Board this 17 day of September, 2019.

**DASSEL TOWNSHIP**

By:   
Town Chairperson

By:   
Town Clerk

Adopted by affirmative vote of the City Council of the City of Dassel, this 21<sup>st</sup> day of October, 2019.

**CITY OF DASSEL**

By: RD Hengsford  
Mayor

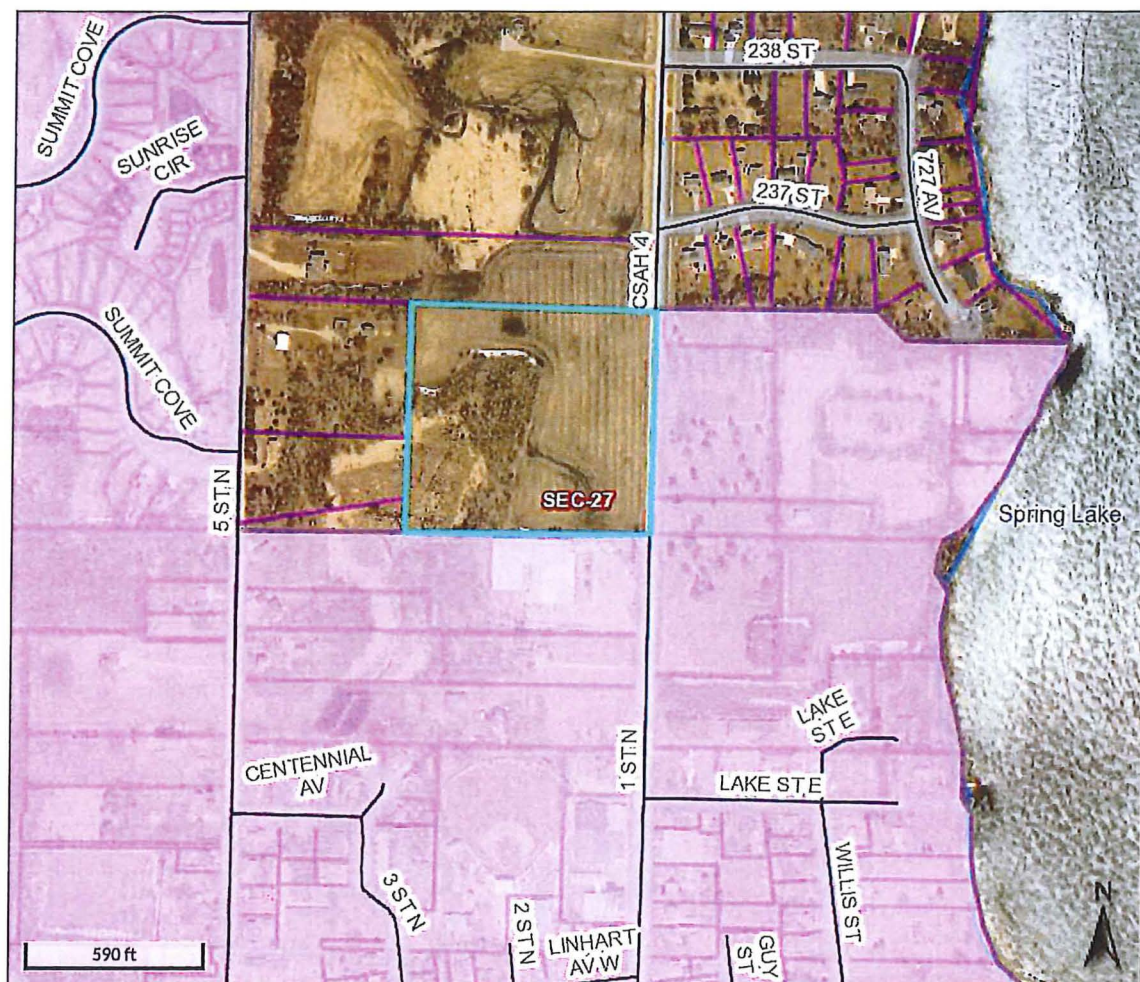
By: Terri Base  
City Clerk

## EXHIBIT A

That part of Lots A, B, C, D, E, F, G and H, less the North Ten (10) acres of said Lot A, all in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ), Section Twenty Seven (27), Township One Hundred Nineteen (119), Range Twenty Nine (29), Meeker County, Minnesota, described as follows: Commencing at the southwest corner of said SE $\frac{1}{4}$  of NW  $\frac{1}{4}$ ; thence on an assumed bearing of North 00°10'59" East along the west line thereof, a distance of 313.50 feet; thence South 89°02'32" East, a distance of 538.00 feet; thence North 00°10'59" East, a distance of 432.50 feet to the point of beginning of the tract to be described; thence South 00°10'59" West, a distance of 732.52 feet, more or less, to the south line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence easterly along the South line thereof, a distance of 794.06 feet, more or less, to the southeast corner of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence northerly along the east line thereof, a distance of 712.63 feet, more or less to a line bearing South 89°02'32" East from the point of beginning; thence North 89°02'32" West, a distance of 791.79 feet, more or less to the point of beginning.



## EXHIBIT B



### Overview



### Legend

#### Parcels

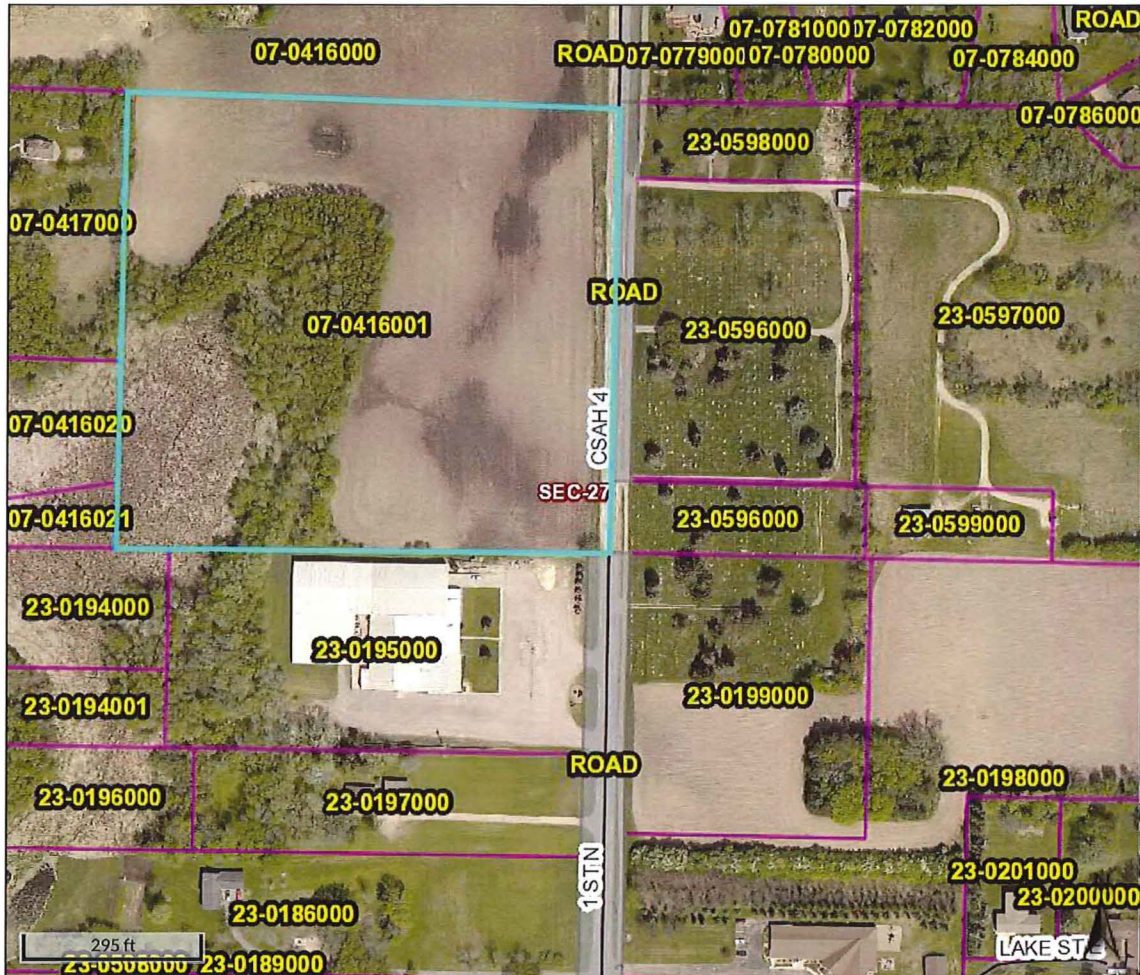
- <all other values>
- DITCH
- GAP
- LAKE
- OVERLAP
- RAILROAD
- ROAD
- Cities
- Sections
- Lakes
- Local Roads

Parcel ID	07-0416001	Alternate ID	n/a	Owner Address	961 RE LLC
Sec/Twp/Rng	27-119-29	Class	RURAL VACANT-NON CONTIGU		16202 HWY 7
Property Address		Acreage	13.15		MINNETONKA MN 55345
District	n/a				
Brief Tax Description	PT LTS A-H EX N 10 AC LT ASE 1/4 NW 1/4 COMM SW COR SE 1/4 NW 1/4 TH NE313.50' SE538' NE432.50' POB TH SW732.52' ELY 794.06' NLY 712.63' NW791.79' TO POB				
	(Note: Not to be used on legal documents)				

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Overview



Legend

Parcels

- <all other values>
- DITCH
- GAP
- LAKE
- OVERLAP
- RAILROAD
- ROAD
- Sections
- Local Roads

Parcel ID	07-0416001	Alternate ID	n/a	Owner Address	BOLLMAN/DONALD R/& DONALD R
Sec/Twp/Rng	27-119-29	Class	RURAL VACANT-NON CONTIGU		BOLLMAN MARITALIZED REV TRUST
Property Address		Acreage	13.15		PO BOX 194
					DASSEL MN 55325

District n/a

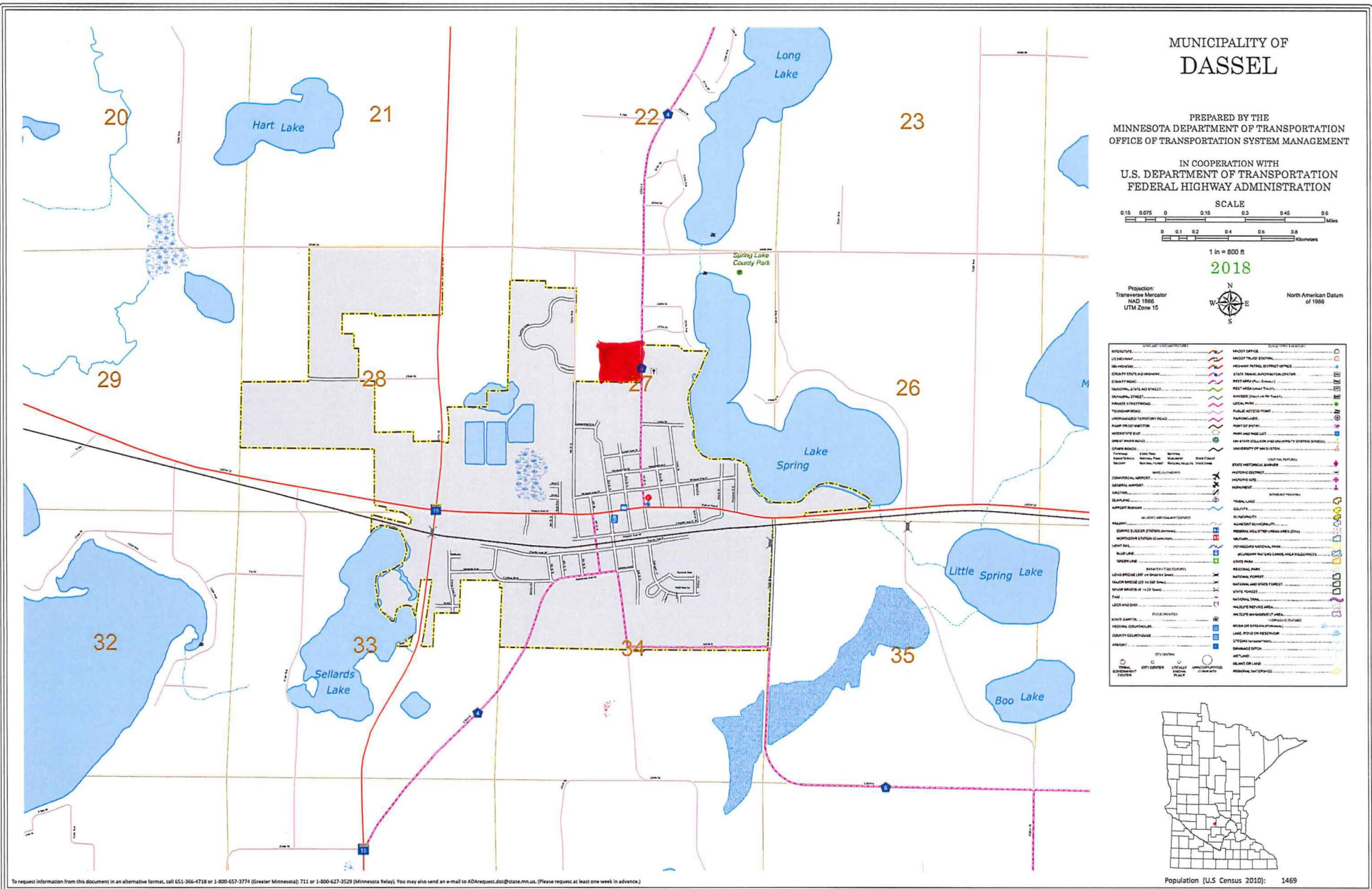
Brief Tax Description PT LTS A-H EX N 10 AC LT A SE 1/4 NW 1/4 COMM SW COR SE 1/4 NW 1/4 TH NE 313.50' SE 538' NE 432.50' POB TH SW 732.52' ELY 794.06' NLY 712.63' NW 791.79' TO POB

(Note: Not to be used on legal documents)

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 *annexation area*