

**CITY OF NEW PRAGUE
(Resolution No. 20-09-21-04)**

**LANESBURGH TOWNSHIP
(Resolution No. 1-2020)**

**JOINT RESOLUTION ESTABLISHING A NEW ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF NEW PRAGUE AND LANESBURGH
TOWNSHIP PURSUANT TO MINNESOTA STATUTES, SECTION 414.0325 TO
PROVIDE FOR THE IMMEDIATE ANNEXATION OF CERTAIN PROPERTY**

WHEREAS, the City of New Prague, LeSueur County, Minnesota (“City”) and Lanesburgh Township, LeSueur County, Minnesota (“Town”) both desire to accommodate growth in a cooperative, planned, and orderly fashion; and

WHEREAS, the City and Town previously mutually terminated a 1978 orderly annexation agreement and have since proceeded with annexations on a case-by-case basis; and

WHEREAS, the City and Town are in agreement 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 are in agreement 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 the parties hereto acknowledge that upon annexation, the New Prague Utility Commission shall begin migrating electric utility service to the Property; 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 New Prague and the Town Board of Lanesburgh 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 the map(s) 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 may be 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 35.10 acres.
 - b. The Property consists of one single family dwelling and it is not populated by any residents.
 - c. The Property is owned by The Patricia A. Tikalsky Revocable Trust and The Matthew J. Tikalsky Revocable Trust, formed under the laws of the state of Minnesota, and which have filed a petition for this annexation as part of a desire to subdivide and provide City utilities to the Property.
 - d. The Property is south of and abuts the municipal boundary of the City.
 - e. Upon annexation, the Property will be included in the City’s RL-90 Low Density Residential zoning code, subject to a pending 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 2020 on the Property total \$392.24 (based on the annexed portion of the parcel being 69.05% of the larger parcel) and those 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 according to the following schedule which is based on the 2020 taxes:

1. 2021 taxes (100%) - \$392.24
2. 2022 taxes (80%) - \$313.79
3. 2023 taxes (60%) - \$235.34
4. 2024 taxes (40%) - \$156.90
5. 2025 taxes (20%) - \$78.45

For taxes payable in years 2021 through 2025, the City shall make a direct reimbursement payment to the Town no later than January 31 of each year and in accordance with the above schedule. 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. The City shall not be obligated to make any tax reimbursement payments for taxes payable in 2026 or thereafter, and all taxes collected shall be paid to the City.

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. **Dispute Resolution.** 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) non-binding mediation session with a mutually-agreed upon mediator to resolve the dispute. The parties shall each be responsible for ½ of the cost of such mediation.
 - C. **Litigation:** If neither negotiation nor mediation are successful, the parties 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.
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.

[signature pages to follow]

Adopted by affirmative vote of the Lanesburgh Town Board this 15 day of September, 2020.

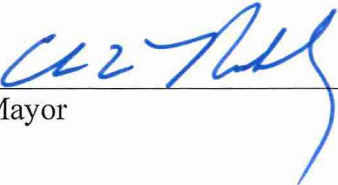
LANESBURGH TOWNSHIP

By: 
Town Chairperson

By: 
Town Clerk

Adopted by affirmative vote of the City Council of the City of New Prague, this 21ST day of SEPTEMBER, 2020.

CITY OF NEW PRAGUE

By: 
Mayor

By: 
City Administrator

EXHIBIT A
Legal Description of the Property Being Annexed

That part of the following described parcel which lies southerly of the North 1758.2 feet of the Southwest Quarter of Section 3, Township 112 North, Range 23 West, LeSueur County, Minnesota.

Beginning at the South Quarter corner of said Section 3, thence North 00 degrees 27 minutes 35 seconds West, (Minnesota County Coordinate System - LeSueur County Zone - NAD83 - 1996), along the east line of said Southwest Quarter, a distance of 770.00 feet; thence South 89 degrees 32 minutes 25 seconds West, a distance of 33.00 feet; thence South 89 degrees 32 minutes 25 seconds West, a distance of 116.00 feet; thence North 00 degrees 27 minutes 35 seconds West, a distance of 10.00 feet; thence South 89 degrees 32 minutes 25 seconds West, a distance of 115.00 feet; thence North 00 degrees 43 minutes 16 seconds West, a distance of 180.28 feet; thence North 00 degrees 29 minutes 37 seconds West, a distance of 209.00 feet; thence South 89 degrees 11 minutes 23 seconds West, a distance of 6.80 feet; thence North 00 degrees 29 minutes 37 seconds West, a distance of 422.81 feet; thence South 89 degrees 02 minutes 39 seconds West, a distance of 180.84 feet; thence South 00 degrees 26 minutes 48 seconds East, a distance of 67.75 feet; thence North 84 degrees 17 minutes 00 seconds West, a distance of 558.92 feet; thence North 00 degrees 26 minutes 48 seconds West, a distance of 507.85 feet; thence South 89 degrees 12 minutes 39 seconds West, a distance of 321.41 feet; thence North 00 degrees 26 minutes 48 seconds West, a distance of 438.02 feet; thence South 89 degrees 12 minutes 00 seconds West, a distance of 145.28 feet; thence North 00 degrees 26 minutes 48 seconds West, a distance of 104.73 feet to a point on the East - West center line of said Section 3; thence South 89 degrees 13 minutes 57 seconds West, along said East - West center line, a distance of 60.00 feet; thence South 00 degrees 26 minutes 48 seconds East, a distance of 104.76 feet; thence South 89 degrees 12 minutes 00 seconds West, a distance of 217.25 feet; thence South 00 degrees 47 minutes 48 seconds West, a distance of 2505.89 feet to a point on the south line of the Southwest Quarter of said Section 3; thence South 89 degrees 51 minutes 17 seconds East, along said south line, a distance of 1807.29 feet to the point of beginning. Containing 72.58 acres.

EXHIBIT B **Map(s) of the Property**

Tikalsky Estates
New Prague, Minnesota

Annexation Exhibit
August, 2020

