

HOLT TOWNSHIP RESOLUTION NO. July 2021

CITY OF LANESBORO RESOLUTION NO.2020-14

MUNICIPAL BOUNDARY ADJUSTMENTS DOCKET NO. _____

**JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN
THE TOWNSHIP OF HOLT
AND THE CITY OF LANESBORO,
FILLMORE COUNTY, MINNESOTA**

WHEREAS, The City of Lanesboro (hereinafter referred to as the “City”) and the Township of Holt (hereinafter referred to as the “Town” or “Township”), both located within Fillmore County, in the State of Minnesota, desire to accommodate growth in the most orderly fashion; 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, The Town Board and City Council have expressed desire to encourage future development of certain properties near the City so as to avail such development of municipal services as much as is practical; and

WHEREAS, the City and township are in agreement as to the orderly annexation of the unincorporated land described below; and

WHEREAS, a joint orderly annexation agreement between the parties hereto is beneficial to both parties from the standpoint of orderly planning and orderly transition of government within the area proposed to be annexed and provides the guidelines under which such annexation shall take place.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions that follow, the City and Town enter into this Joint Resolution for Orderly Annexation (sometimes hereinafter referred to as "Agreement") and that the property herein described is proposed to be annexed by the City of Lanesboro and shall be annexed subject to the following terms and conditions:

1. **Designation of Orderly Annexation Area.** The Township and the City hereby designate the areas legally described on Exhibit “A”, attached and incorporated into this document by reference (hereinafter referred to as the “Orderly Annexation Area”, “OAA” or “Subject Area”), for orderly annexation pursuant to Minnesota Statutes Section 414.0325.

A boundary map showing the Subject Area legally described on Exhibit A is attached and incorporated into this document by reference as Exhibit “B”.

The Township and City agree that the Orderly Annexation Area legally described on Exhibit A and designated for orderly annexation pursuant to Minnesota Statutes Section 414.0325 is approximately 143 acres.

2. **Office of Administrative Hearings, Municipal Boundary Adjustments.** Upon approval by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction upon the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments (hereinafter referred to as the "MBA") or its successor pursuant to Minnesota Statutes.
3. **No Alterations of Boundaries.** The Town and City mutually agree and state that the MBA may review and comment, but that no alterations by the MBA of the stated boundaries of the area designated for orderly annexation is appropriate. Any alterations of boundaries may only be made upon the joint agreement of the Town and City.
4. **Review and Comment by Municipal Boundary Adjustments.** The Town and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation of the areas designated and that no consideration by the MBA is necessary. At such time as the conditions for annexation of the areas or a portion thereof as described in this Agreement have been met, upon receipt of a Resolution for Annexation from both the City and Township, the MBA may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of the Resolution.
5. **Reasons for the Annexation.** The reasons for the annexation of the Designated Area include the City and Town's collective determination that (i) the City can more readily provide the types and level of services desired within Designated Area; and (ii) the type of development likely to occur in the Designated Area is more consistent with development within the City.
6. **Effective Date/ Applicability.** This Joint Resolution is effective on the date it is adopted by the City and the Town; whichever is the second to act on this resolution. Annexations occurring as provided in this Joint Resolution shall be effective upon the issuance of the order by the MBA. The provisions of this Joint Resolution shall be binding unless otherwise modified by a joint resolution of both the City and Town as provided herein.
7. **Planning and Land Use Control Authority.** The City shall have exclusive planning, zoning, and subdivision authority over all properties annexed under the authority of this Agreement.
8. **Taxation Reimbursement.** Unless otherwise mutually agreed upon by the parties, 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 make a one-time payment to the Township of six thousand seven hundred dollars and zero cents (\$6,700.00).

Other than the reimbursement outlined above in paragraph 8, no other reimbursement or taxes shall be owed to the Township from the City.

9. **Authorization.** The appropriate officers of the City and Town are hereby authorized to carry the terms of this Joint Resolution into effect.
10. **Severability and Repealer.** A determination that a provision of this Joint Resolution is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein.
11. **Disputes and Remedies.** The City and Township agree as follows:
 - A. **Negotiation.** When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the 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 may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration. The parties must mutually agree to the mediator and/or arbitrator.
 - 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 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.
12. **Amendment.** Both parties reserve the right to initiate an amendment or revision to the Agreement at any time. Upon initiation, the parties agree to meet and discuss the proposed amendment or revision, but neither party shall be required to approve such amendment or revision.
13. **Costs Associated with OA Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees and costs required by the State of Minnesota associated with the annexation of property pursuant to the terms of this Agreement.

14. **Venue.** The venue for all actions concerning this Agreement shall be Fillmore County, Minnesota.
15. **Entire Agreement.** With respect to the Subject Area and Orderly Annexation Area legally described on Exhibit A and shown on Exhibit B, respectively, which are attached hereto and incorporated herein by reference, 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 between the parties.
16. **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, to the Holt Township Clerk and the Lanesboro City Administrator at their official addresses.
17. **Legal Description and Mapping.** The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided on Exhibit A or mapping provided on Exhibit B in the judgment of the MBA, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A and B making the corrections requested or required by the MBA as necessary to make effective the annexation of said Subject Area in accordance with the terms of this Joint Resolution.
18. **Binding Contract.** This Joint Resolution is a contract binding upon the City and the Town and is enforceable in district court in Fillmore County, Minnesota.

[Remainder of this page intentionally left blank. Signature page to follow]

To signify the Parties acceptance of this Joint Resolution, they have executed it as of the date set forth below.

PASSED, ADOPTED AND APPROVED by the Holt Town Board, Fillmore County, Minnesota, this 22 day of July, 2021.

HOLT TOWNSHIP

Loren Berge
Loren Berge, Chair

Chris Gudmundson, Clerk
Chris Gudmundson, Clerk

PASSED, ADOPTED AND APPROVED by the Lanesboro City Council, Fillmore County, Minnesota, this 7th day of June, 2021.

CITY OF LANESBORO

Jason Resseman
Jason Resseman, Mayor

Michele Peterson
Michele Peterson, City
Administrator

I, the undersigned, Chris Gudmundson, being duly qualified and Clerk for the Township of Holt, Fillmore County, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution Authorizing Execution of a Joint Annexation Agreement Between the City of Lanesboro and Holt Township, with the original Resolution on file in my office and the excerpt is a full, true and exact copy of the Resolution.

WITNESS my hand as Clerk of the Township of Holt, Fillmore County, Minnesota, this 22 day of July, 2021.

Chris Gudmundson, Clerk
Chris Gudmundson, Clerk
Holt Township

I, the undersigned, Michele Peterson, being duly qualified and City Administrator for the City of Lanesboro, Fillmore County, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution Authorizing Execution of a Joint Annexation Agreement Between the City of Lanesboro and Holt Township, with the original Resolution on file in my office and the excerpt is a full, true and exact copy of the Resolution.

WITNESS my hand as City Administrator of the City of Lanebsoro, Fillmore County, Minnesota, this 7th day of June, 2021.



Michele Peterson, City
Administrator
City of Lanesboro

EXHIBIT A

Legal Description

Parcel A

The South Half of the Southeast Quarter of Section 19, Township 103 North, Range 9 West, Fillmore County, Minnesota, excepting the following described parcel:

Beginning at the northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 19; thence South 00 degrees 13 minutes 40 seconds East (assumed bearing), along the East line of said Southeast Quarter of the Southeast Quarter, 677.22 feet; thence South 89 degrees 20 minutes 42 seconds West, parallel with the North line of said Southeast Quarter of the Southeast Quarter, 458.30 feet; thence North 62 degrees 28 minutes 46 seconds West, 122.37 feet; thence North 39 degrees 19 minutes 26 seconds West, 111.81 feet; thence North 33 degrees 44 minutes 27 seconds West, 191.05 feet; thence North 68 degrees 20 minutes 36 seconds West, 128.25 feet; thence South 89 degrees 54 minutes 40 seconds West, 300.93 feet; thence North 80 degrees 53 minutes 13 seconds West, 152.49 feet to the West line of said Southeast Quarter of the Southeast Quarter; thence North 00 degrees 10 minutes 34 seconds West, along said West line, 294.53 feet to the Northwest corner of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 20 minutes 42 seconds East, along the North line of said Southeast Quarter of the Southeast Quarter, 1312.76 feet to the point of beginning and containing 15.00 acres, more or less. Subject to easement for a Township Road across the Northerly line thereof. Subject to any other easements of record.

ALSO EXCEPT

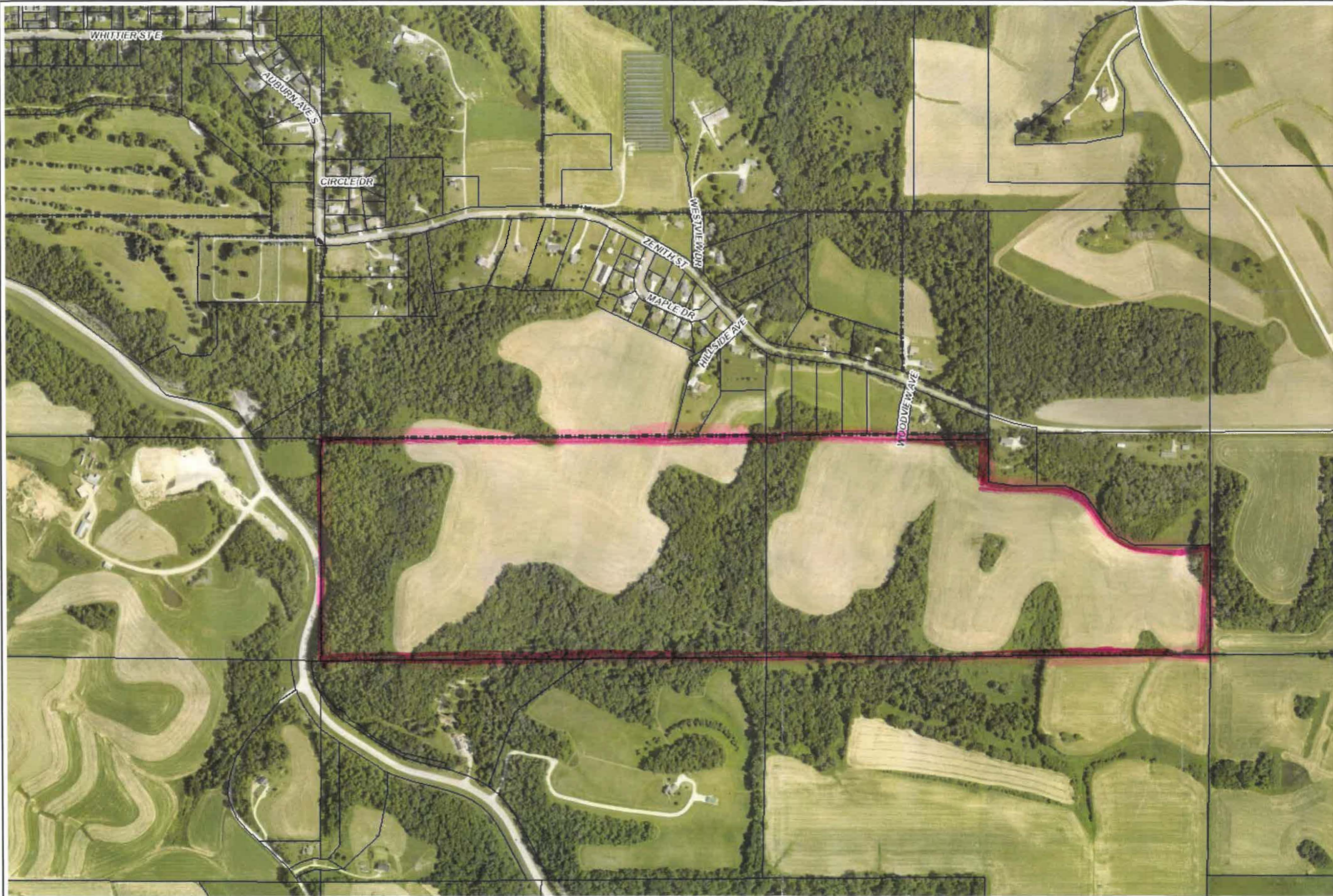
The Southwest Quarter of the Southeast Quarter of Section 19, Township 103 North, Range 9 West, Fillmore County, Minnesota, described as follows:



Beginning at the northeast corner of said Southwest Quarter of the Southeast Quarter of said Section 19; thence on an assumed bearing of South 89°20'42" West 474.54 feet, along the north line of said Southwest Quarter of the Southeast Quarter; thence South 03°30'57" West 40.11 feet; thence North 89°20'42" East, parallel with said north line of the Southwest Quarter of the Southeast Quarter, 477.12 feet to the east line of said Southwest Quarter of the Southeast Quarter; thence North 00°10'35" West 40.00 feet to the point of beginning.

The above conveyance contains 63.81 acres, more or less.

Parcel B

The South Half of the Southwest Quarter of Section 19, Township 103 North, Range 9 West, Fillmore County, Minnesota, containing 79.02 acres.



- Legend**
-  City Limits
 -  Parcels (5/26/2021)

Map Name 

Disclaimer:
 This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Lanesboro is not responsible for any inaccuracies herein contained.

0 527 Feet


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Legend

-  City Limits
- Roads**
-  US Highway
-  State Highway
-  County Highway
-  Local Roads

 Parcels to be Annexed

 New City Boundary

Map Name



Disclaimer:
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0 1,053 Feet

