

**TOWN OF SAUK CENTRE  
CITY OF SAUK CENTRE 2022-25**

**IN THE MATTER OF THE JOINT  
RESOLUTION OF THE TOWN OF  
SAUK CENTRE AND THE CITY OF  
SAUK CENTRE, DESIGNATING AN  
UNINCORPORATED AREA AS IN NEED  
OF ORDERLY ANNEXATION AND  
CONFERRING JURISDICTION OVER  
SAID AREA TO THE OFFICE OF  
ADMINISTRATIVE HEARINGS,  
PURSUANT TO M.S. §414.0325**

**JOINT RESOLUTION**

The Township of Sauk Centre and the City of Sauk Centre jointly agree to the following:

- 1. Filing of Joint Resolution.** Upon execution by the respective governing bodies of the City and Township, the City shall file this Joint Resolution with Chief Administrative Law Judge for the Office of Administrative Hearings. Upon receipt of an annexation Resolution as provided herein, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days of receipt of said Resolution and copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the stated boundaries as described in the Joint Resolution is appropriate, that no consideration by the Chief Administrative Law Judge is necessary and that all terms and conditions for annexation are provided for in this Joint Resolution. Upon receipt of the Annexation Order, the City shall provide a copy to the Stearns County Auditor.
- 2. Petition.** All of the property owners of the Property described herein have petitioned the City for annexation. The Subject Property lies entirely within Stearns County, State of Minnesota and no portion thereof is currently included within the corporate limits of any incorporated municipality.
- 3. Acreage/Population/Usage.** The Property described herein consists of approximately 38 acres, the population in the subject area is 0, and the land use is currently zoned Commercial/Industrial. The Property abuts the existing border of the City of Sauk Centre and is located within the anticipated growth area of the City of Sauk Centre.
- 4. Purpose.** That the purpose of the annexation of the Subject Property is to facilitate the development of the property and to provide urban services, including city sewer and water services.

**5. Designation of Orderly Annexation Area.** That the following described land is subject to orderly annexation pursuant to Minnesota Statute §414.0325 and the parties hereto designate the area for orderly annexation and agree that the land to be immediately annexed is legally described on the attached **Exhibit A**. See graphic depiction of OAA attached as **Exhibit B**. In the event that there are errors, omissions or any other problems with the legal description or mapping provided in Exhibits A and B in the judgment of Chief Administrative Law Judge, the parties agree 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 Chief Administrative Law Judge as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

**6. Notice Requirements.** In adopting the joint resolution, the City and Township have complied with all statutory requirements including the notice requirements of Minnesota Statutes § 414.0325.

**7. Taxation.** If the annexation becomes effective on or before August 1 of any year, the City may levy on the annexed area beginning with that year. If the annexation becomes effective after August 1 of any year, the Town may continue to levy on the annexed area for that year, and the City may not levy in the annexed area until the following year.

**8. Tax Reimbursement.** The Parties agree that the Order effecting the property to be annexed shall reference the obligation of the City to have no reimbursement to the Township for lost property taxes. The Parties agree that there are no special assessments assigned by the Township to the annexed property or any portion of debt incurred by the Township prior to the annexation and attributable to the property but for which no special assessments are outstanding.

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

**10. 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 14 to correct any such provision that was stricken.

**11. 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.

**12. Entire Agreement.** The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future attachments or exhibits, 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 City and Township.

**14. 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:

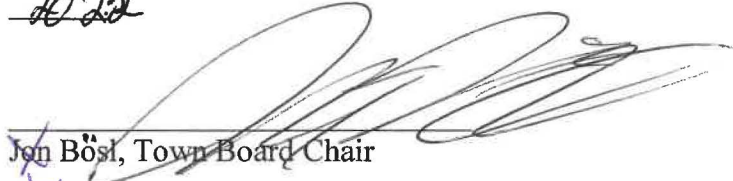
- A. Negotiation:** Representatives of the City and Township will meet a minimum of one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
- B. Mediation:** If negotiation is not successful, parties shall participate in a minimum of one (1) mediation 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.

**15. 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]*

**SAUK CENTRE TOWNSHIP**

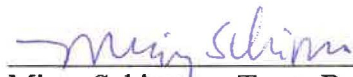
Passed and adopted by the Town Board of Sauk Centre Township on this the 13<sup>th</sup> day of April  
2022



Jon Bösl, Town Board Chair

John

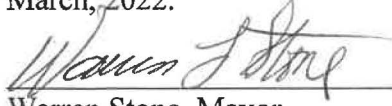
Attest:



Missy Schirmers, Town Board Clerk

**CITY OF SAUK CENTRE**

Passed and adopted by the City Council of the City of Sauk Centre on this the 16th day of March, 2022.

  
Warren Stone, Mayor

Attest:

  
Vicki Willer, City Administrator

## **EXHIBIT "A"**

### **Description of Subject Property**

That part of the Northeast Quarter of the Northwest Quarter, Section 16, Township 126 North, Range 34 West, Stearns County, Minnesota lying northerly and easterly of the southwesterly right of way line of Interstate Highway No. 94 and southerly and westerly of the centerline of Stearns County Road Number 72 (A.K.A. Beltline Road).

The tract contains 38.01 acres more or less and is subject to easements, reservations or restrictions of record, if any.

## **EXHIBIT "B"**

**Map of Subject Property attached as Certificate of Survey.**



