

OA-357-71 Mankato
City Resolution Dated 1-23-06
Town Waiver Dated 1-11-06

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE ORDERLY ANNEXATION)
AGREEMENT BETWEEN THE CITY OF MANKATO)
AND THE TOWN OF MANKATO PURSUANT TO) ORDER
MINNESOTA STATUTES 414)

WHEREAS, a joint resolution for orderly annexation was adopted by the City of Mankato and the Town of Mankato; and

WHEREAS, a resolution was received from the City of Mankato indicating their desire that certain property be annexed to the City of Mankato pursuant to M.S. 414.0325; and

WHEREAS, M.S. 414.0325 states that in certain circumstances the Director of Strategic and Long Range Planning may review and comment, but shall within 30 days order the annexation pursuant to said subdivisions; and

WHEREAS, Reorganization Order No. 192, effective March 8, 2005, has transferred the duties of the Director to the Chief Administrative Law Judge.

WHEREAS, on March 9, 2006, the Chief Administrative Law Judge reviewed and accepted the resolution for orderly annexation;

IT IS HEREBY ORDERED: That the following described property is hereby annexed in accordance with the terms of the joint resolution to the City of Mankato, Minnesota, the same as if it had originally been made a part thereof:

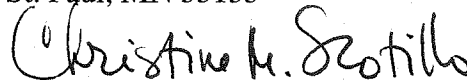
Commencing at a point on the North line of Section 15, Township 108 North, Range 26 West, 758.50 feet North 89 degrees 52 minutes East of the Northwest corner of said Section 15; thence continuing North 89 degrees 52 minutes East, along said North line 573.07 feet to the Northeast corner of the East one-half of the Northwest Quarter of the Northwest Quarter of said Section 15; thence South 00 degrees 09 minutes 30 seconds West, along the East line of said East one-half of

the Northwest Quarter of the Northwest Quarter, 692.67 feet; thence South 89 degrees 55 minutes West, 664.72 feet to the West line of the East one-half of the Northwest Quarter of the Northwest Quarter of said Section 15; thence North 00 degrees 09 minutes East, along said West line; 426.88 feet; thence North 89 degrees 52 minutes East, 93.60 feet; thence North 00 degrees 08 minutes West, 264.00 feet to the point of beginning. Said tract containing 10.00 acres, all in Blue Earth County, Minnesota. EXCEPTING THEREFROM THE FOLLOWING: That part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 108 North, Range 26 West shown as Parcel 220 on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 07-3 on file and of record in the office of the County Recorder in and for Blue Earth County, Minnesota; AND EXCEPTING THEREFROM THE FOLLOWING: Commencing at a point on the East line of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 15, Township 108 North, Range 26 West, 468.54 feet North of the Southeast corner of said Southeast Quarter of the Northwest Quarter of the Northwest Quarter; thence South 89 degrees 55 minutes West, parallel to the North line of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter, 664.40 feet to the West line of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter, thence North 00 degrees 09 minutes East, along said West line, 163.87 feet; thence North 89 degrees 55 minutes East, parallel to the North line of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter, 664.72 feet to the East line of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter; thence South 00 degrees 09 minutes 30 seconds West; along said East line, 163.87 feet to the point of beginning. Said exception containing 2.500 acres, all in Blue Earth County, Minnesota. Said exception can also be described as follows: The South 163.87 feet of the North 193.00 feet of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 15, Township 108 North, Range 26 West, containing 2.500 acres, all in Blue Earth County, Minnesota.

Subject to an easement over and across the above-described tract for ingress and egress to the property lying adjacent to and South of the above-described tract, said easement being 30 feet in width, 15 feet on either side of the following described centerline: Commencing at a point on the South right-of-way line of Minnesota Trunk Highway No. 14 & 60, 202.85 feet East of the West line of the East half of the Northwest Quarter of the Northwest Quarter of Section 15, Township 108 North, Range 26 West; thence South to a point on the South line of the above described tract, 203.60 feet East of the West line of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 15, there terminating.

Dated this 9th day of March, 2006.

For the Chief Administrative Law Judge
658 Cedar Street – Room 300
St. Paul, MN 55155



Christine M. Scotillo
Executive Director
Municipal Boundary Adjustments

MEMORANDUM

In ordering the annexation contained in Docket No. OA-357-71, the Chief Administrative Law Judge finds and makes the following comment:

Planning in the area designated for orderly annexation must be provided for by one of three provisions set forth in Minnesota Statutes Section 414.0325, Subd. 5. The joint resolution does not make reference to which of the three statutory provisions the parties have agreed on to govern planning in the designated area.

Minnesota Statutes Section 414.036 specifically allows for municipal reimbursement in an order issued pursuant to Minnesota Statutes Section 414.0325. Such reimbursement to the township of property taxes must be of substantially equal payments over a period of not less than two nor more than six years. Including such a provision in an order under Minnesota Statutes Section 414.0325 is discretionary with the Chief Administrative Law Judge. Article VIII of the agreement provides for a division of tax revenue from an annexed area, based upon an eight year schedule. By making this order, no determination is made as to the effectiveness of such a schedule.

Article XII states the agreement shall expire within 20 years unless an extension is requested by the parties in writing. End dates or ending mechanisms are problematic in that they appear to run afoul of the act of conferring jurisdiction to the Chief Administrative Law Judge. See Section II. Once jurisdiction is conferred, it cannot be taken away by written consent of the parties. Jurisdiction ends when all the designated area is annexed. The issue whether jurisdiction could be “given back” by the Chief Administrative Law Judge upon written request of the parties to the agreement to mutually end their agreement has not been addressed.

The parties are encouraged to consider this comment in light of any further amendments that may be otherwise necessary to this agreement for orderly annexation.

