

Municipal Boundary Adjustments Docket No. _____

CITY OF HAMBURG
RESOLUTION NO. 2015-11YOUNG AMERICA TOWNSHIP RESOLUTION 2015-02JOINT RESOLUTION OF THE CITY OF HAMBURG AND YOUNG AMERICA TOWNSHIP AS
TO THE ORDERLY ANNEXATION OF PROPERTY

WHEREAS, the City of Hamburg (the "City") and Young America Township (the "Township") desire to enter into this Joint Resolution as to the Orderly Annexation of Property (the "Joint Resolution") to provide for the orderly development and extension of services to an area of the Township that is or is about to become urban or suburban in character; and

WHEREAS, the City and the Township wish to encourage development and the extension of municipal services to property in an orderly manner; and

WHEREAS, the City and the Township are in agreement as to the procedure and process for the orderly annexation of certain lands described herein for the purpose of orderly, planned growth; and

WHEREAS, it is in the best interest of the City, the Township and their respective residents to agree to orderly annexation in furtherance of orderly growth and the protection of the public health, safety, and general welfare; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution;

NOW, THEREFORE, be it resolved by the City Council of the City of Hamburg, Carver County, Minnesota, and the Board of Supervisors of Young America Township, Carver County, Minnesota:

1. Description of Property to be Annexed. The area subject to this Joint Resolution is legally described on attached Exhibit A and depicted with cross-hatching on attached Exhibit B (the "Property").

2. **Annexation Designation.** The City and the Township hereby designate the Property for orderly annexation pursuant to Minnesota Statutes §414.0325.
3. **Municipal Boundary Adjustments - Jurisdiction.** Upon approval of this Joint Resolution by the City and the Township, this Joint Resolution shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary Adjustments, or its successor ("MBA") so as to accomplish said orderly annexation in accordance with the terms of this Joint Resolution.
4. **No Alteration of Boundaries.** The City and the Township agree that the Property is in need of orderly annexation and that no alteration of the stated boundaries as described in this Joint Resolution is appropriate.
5. **Annexation.** The City and the Township agree that: 1) the City is hereby authorized to initiate annexation of the Property, in its discretion, by filing this Joint Resolution with the MBA; 2) the Township will not object to nor oppose the such annexation; 3) no hearing is required; 4) the conditions of annexation shall be governed by this Joint Resolution and no further consideration by the director is necessary; and 5) the director may review and comment, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Property into the City of Hamburg in accordance with the terms of this Joint Resolution.
6. **Delinquent Taxes, Charges, and Assessments.** The City shall remit to the Township upon receipt by the City all delinquent taxes, charges, and assessments collected from the Property if such taxes, charges, or assessments were originally payable while the Property remained in the Township. Additionally, when the Property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, This Old House, and taxes that were deferred under one of these programs are paid to the City, the City shall remit to the Township the amount which was deferred during the time the Property was in the Township.
7. **Levied Assessments.** The City does not assume by this annexation any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the Township or for which the Township levied special assessments. If the Property is paying special assessments

levied by the Township, the City shall collect such assessment and return them to the Township within 30 days of receipt by the City.

8. Minnesota Statutes §414.036 Reimbursement. Pursuant to Minnesota Statutes §414.036, the Township and City agree to reimbursement from the City to the Township in the amount of \$ ~~25,000~~ for all future lost real property taxes on the Property being annexed by the City. Said reimbursement shall be made by the City to the Township in ~~one~~ equal annual installment of \$ ~~25,000~~ in 2016.
9. Other Reimbursements. Other than the reimbursements and payments outlined in Sections 6 and 7 of this Joint Resolution, no other reimbursements or taxes shall be owed to the Township from the City.
10. Authorization. The appropriate officers of the City and Township are hereby authorized to carry the terms of this Joint Resolution into effect.
11. Severability. If any section of this Joint Resolution is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Township will seek to have any provision of this Joint Resolution declared null and void. If a court issues an order declaring a portion of this Joint Resolution unconstitutional or void, the parties mutually agree to request that the court reform this Joint Resolution for the purpose of effecting the original intent of this Joint Resolution.
12. Costs Associated with the Orderly Annexation Agreement. Each party shall pay its own costs incurred in the negotiation, development and implementation of this Joint Resolution.
13. Venue. The venue for all actions concerning this Joint Resolution shall be Carver County, Minnesota.
14. Dispute Resolution. The parties agree to mediate any disputes concerning the interpretation of this Joint Resolution prior to initiating an action in District Court.
15. Entire Agreement. With respect to the Property the terms, covenants, conditions, and provisions of this Joint Resolution shall constitute the entire

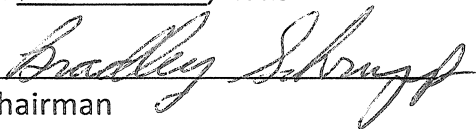
agreement between the parties hereto superseding all prior agreements and negotiations between the parties.

16. **Notice.** Any notices required under the provisions of this Joint Resolution shall be in writing and deemed sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, to the City Administrator or to the Township Clerk at their official addresses.

17. **Legal Description and Mapping.** The City and Township agree that in the event there are errors, omissions or any other problems with the legal description provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the Office of Administrative Hearings/Municipal Boundary Adjustments, the City and Township agree to make such corrections and file any additional documentation, including new exhibits making the corrections requested or required by the Office of Administrative Hearings/Municipal Boundary Adjustments as necessary to make effective the annexation of the Property in accordance with the terms of this Joint Resolution.

18. **Effective Date.** This Joint Resolution shall be effective upon its adoption by the respective governing bodies of the City and the Township, as provided by law.

APPROVED BY THE TOWNSHIP OF YOUNG AMERICA THIS 17th DAY OF November, 2015.


Chairman

ATTEST:


Clerk

APPROVED BY THE CITY COUNCIL OF THE CITY OF HAMBURG THIS 10th DAY OF November, 2015.

By: Richard Malz
Mayor

ATTEST:

By: Sperry Shonberger
City Clerk

<http://clients.intranet.mhslaw.com/8001/34402/draft documents/young america joint annexation resolution.docx>

REC'D BY
MBA

JAN 06 2016

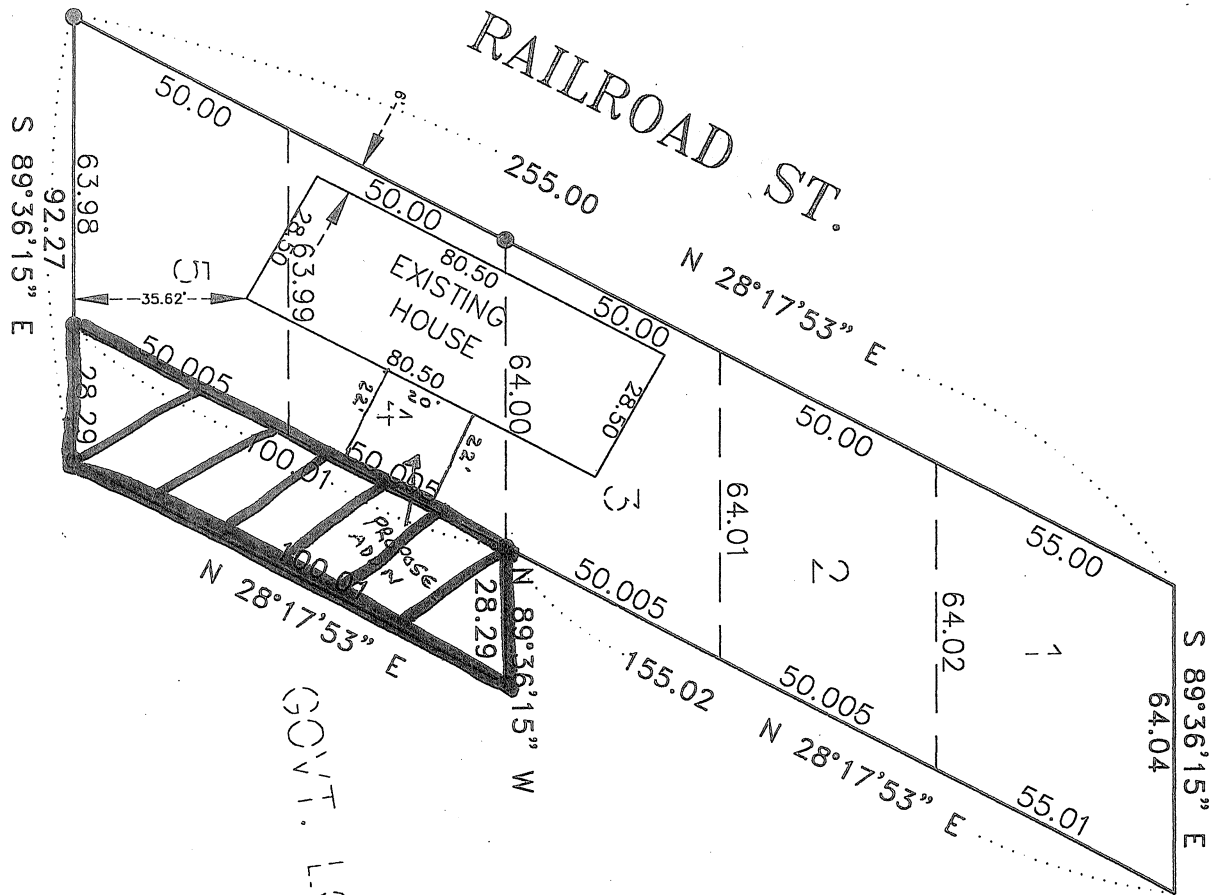
EXHIBIT A

That part of the Government Lot 4 of Section 33, Township 115, Range 26, Carver County, Minnesota, bounded as follows: On the Northwest by a line parallel with and distant 50 feet Northwesterly, measured at right angles and radially, from the centerline of the main track of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 33; On the South by the easterly extension of the South line of Lot 5 of Scheele's Subdivision of Outlot 7 in Hamburg, Carver County, Minnesota, according to the recorded plat thereof; on the Southeast by a line parallel with and distant 25 feet Northwesterly, measured at right angles and radially, from the centerline of the main track of the Chicago and North Western Transportation Company (formally the Minneapolis & St. Louis Railway Company), as said main track is now located; and on the North by the easterly extension of the northerly line of Lot 4 of said plat of Scheele's Subdivision.

EXHIBIT B

REC'D BY
MBA

JAN 06 2016



CONT. LOT 4

