

Municipal Boundary Adjustments Docket No. _____

**CITY OF HAMBURG
RESOLUTION NUMBER 2018-04**

YOUNG AMERICA TOWNSHIP RESOLUTION 3-14-19

**JOINT 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 the attached **Exhibit A** and depicted with cross-hatching on the 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 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 assessments 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 \$50.00 for all future lost real property taxes on the Property being annexed by the City.
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 15th DAY OF March, 2019.


Chairman

ATTEST:


Clerk

APPROVED BY THE CITY COUNCIL OF THE CITY OF HAMBURG THIS 12th DAY OF February, 2019.

By: 
Chris Lund, Mayor

ATTEST:

By: 
Jeremy Gruenhagen, City Clerk

https://mhslaw-my.sharepoint.com/personal/qporeilly_mhslaw_com/documents/hamburg/young_america_hamburg_joint_annexation_resolution_2019_qpo.docx

EXHIBIT A

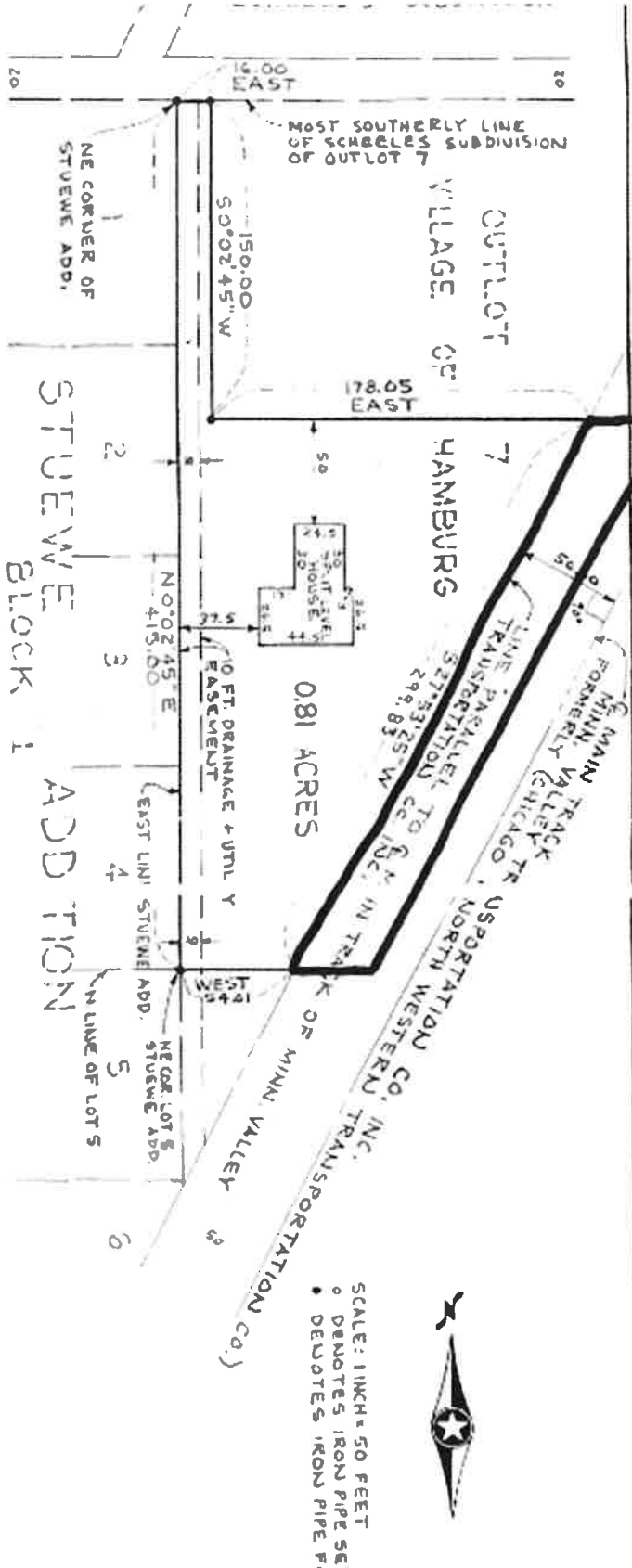
Parcel 1

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 (formerly 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.

Parcel 2

Part of the Chicago and Northwestern Transportation Company Railroad right of way, all being part of the Village of Hamburg, Carver County, Minnesota, according to the recorded plat thereof, described as follows: Commencing at the northeast corner of STUEWE ADDITION, according to the recorded plat thereof; thence on an assumed bearing of East along the most southerly line of Scheele's Subdivision of said Outlot 7 a distance of 16.00 feet; thence continuing on a bearing of East along said most southerly line of Scheele's Subdivision of Outlot 7 a distance of 193.26 feet to the easterly line of Railroad Street; thence north 27 degrees 53 minutes 25 second East along said Easterly line of Railroad Street a distance of 22.75 feet to the southwest corner of Lot 5 of said Scheele's Subdivision of Outlot 7; thence on a bearing of East along the south line of said Lot 5 of Scheele's Subdivision of Outlot 7 and its easterly extension a distance of 64.00 feet to a point on the Northwesterly right of way line of said Chicago and Northwestern Transportation Company, said point being the point of beginning of the tract to be described; thence continuing East along the easterly extension of the South line of said Lot 5 a distance of 28.29 feet to the intersection with a line that is 25.00 feet westerly of as measured at right angles to or radial to the centerline of said Chicago and Northwestern Transportation Company right of way; thence South 27 degrees 53 minutes 25 seconds West along said last described intersection line 192.30 feet; thence on a bearing of West a distance of 28.29 feet to the northwesterly right of way line of said Chicago and Northwestern Transportation Company right of way line; thence North 27 degrees 53 minutes 25 seconds East along said right of way line 192.30 feet to the point of beginning.

EXHIBIT B



DESCRIPTION

That part of Outlot 7 Village of Hamburg, Carver County, Minnesota according to the recorded plat thereof described as follows:

Beginning at the northeast corner of STUEWE ADDITION according to the recorded plat thereof; thence on an assumed bearing of East along the most southerly line of Schaeble's Subdivision of said Outlot 7 a distance of 16.00 feet; thence South 0 degrees 02 minutes 45 seconds West a distance of 150.00 feet; thence on a bearing of East a distance of 178.05 feet to a point 50.00 feet; measured at a right angle from the centerline of the main track of the Minnesota Valley Transportation Company Inc. (formerly the centerline of the main track of the Chicago and North Western Transportation Company; thence South 27 degrees 53 minutes 25 seconds west parallel to and 50.00 feet distant from said centerline of the main track of the Minnesota Valley Transportation Company Inc. a distance of 298.83 feet to a point on the easterly extension of the north line of Lot 5, Block 1 of said STUEWE ADDITION; thence on a bearing of West along said easterly extension of the north line of Lot 5, Block 1 of STUEWE ADDITION, a distance of 54.01 feet to the northeast corner of said Lot 5, Block 1 of STUEWE ADDITION; thence North 0 degrees 02 minutes 45 seconds East along the east line of said STUEWE ADDITION a distance of 413.00 feet to the point of beginning. This tract contains 0.81 acres of land and is subject to a drainage and utility easement over the west 10 feet thereof and subject to any and all easements of record.

WENDELL STUEWE SURVEY HAMBURG, MINN.

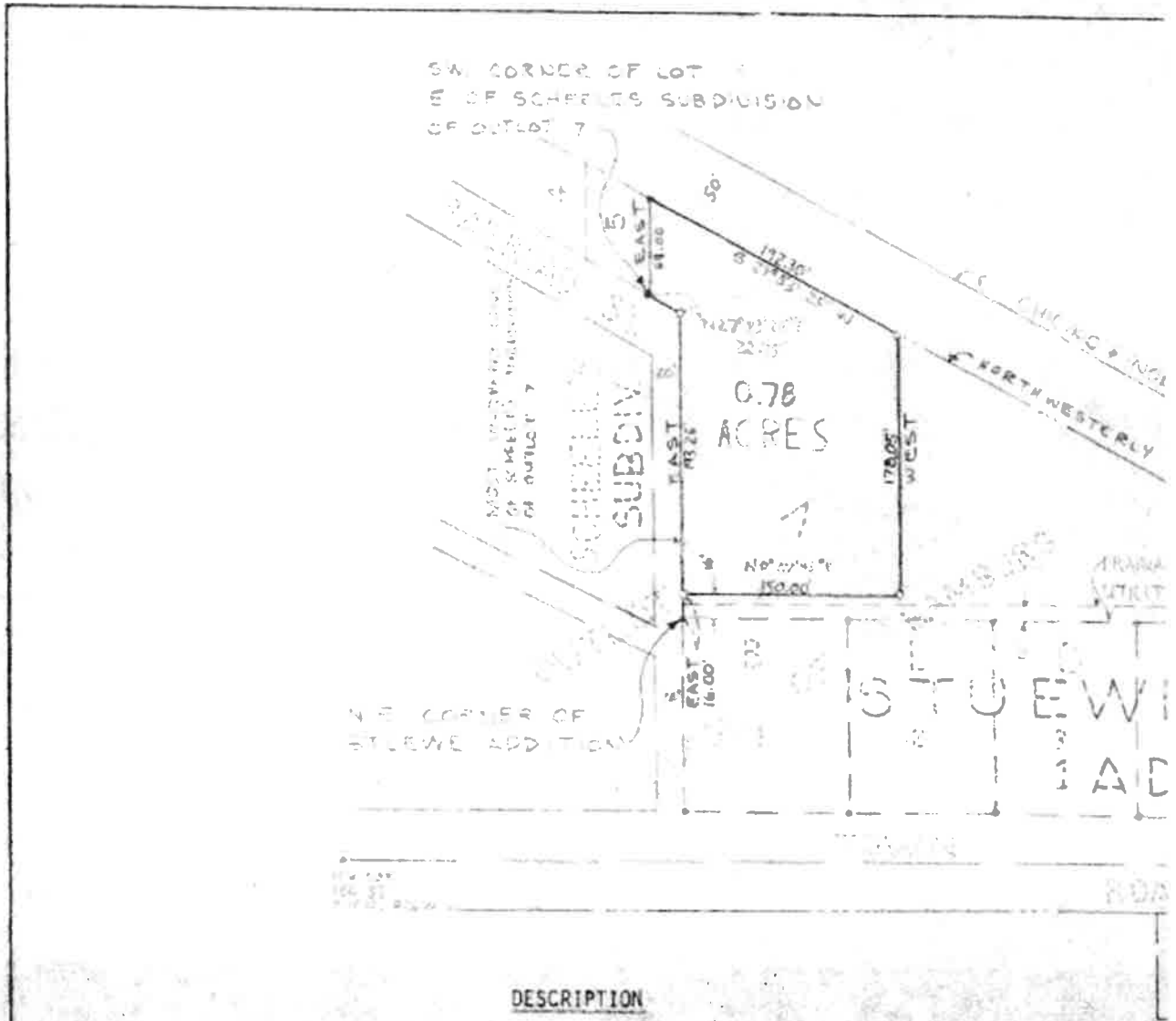
I, the Surveyor, certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly qualified Surveyor under the laws of the State of Minnesota.

Wendell Stuewe

DATE: 3/22/88 REGISTRATION NO. 12277

Division	TUS	Order	A-6-G
Class	LEG	Survey	

2000
Professional
Land Surveyors
Minnesota



DESCRIPTION

That part of **Outlot 7 Village of Hamburg, Carver County, Minnesota** according to the recorded plat thereof **described** as follows:

Commencing at the northeast corner of STUEWE ADDITION according to the recorded plat thereof; thence on an assumed bearing of East along the most southerly line of Scheele's Subdivision of said Outlot 7 a distance of 16.00 feet to the actual point of beginning of the tract to be described; thence continuing on a bearing of East along said most southerly line of Scheele's Subdivision of Outlot 7 a distance of 193.26 feet to the easterly line of Railroad Street; thence North 27 degrees 53 minutes 25 seconds East along said easterly line of Railroad Street a distance of 22.75 feet to the southwest corner of Lot 5 of said Scheele's Subdivision of Outlot 7; thence on a bearing of East along the south line of said Lot 5 of Scheele's Subdivision of Outlot 7 a distance of 64.00 feet to the Northwesternly Right-of-Way line of the Chicago and North Western Transportation Company; thence South 27 degrees 53 minutes 25 seconds West along said Northwesternly Right-of-Way line of the Chicago and North Western Transportation Company a distance of 192.30 feet; thence on a bearing of West a distance of 178.05 feet; thence North 0 degrees 02 minutes 45 seconds East a distance of 150.00 feet to the point of beginning. This tract contains 0.78 acres of land.