

JOINT RESOLUTION OF THE CITY OF CHASKA AND THE TOWNSHIP OF DAHLGREN PURSUANT TO MINNESOTA STATUTES §414.0325, DESIGNATING AN UNINCORPORATED AREA IN NEED OF ORDERLY ANNEXATION AND CONFERRING JURISDICTION OF THE AREA ON THE CHIEF ADMINISTRATOR LAW JUDGE OF THE MINNESOTA STATE OFFICE OF ADMINISTRATIVE HEARINGS.

City of Chaska Resolution No. 2025-52

Township of Dahlgren Resolution No: 117.25

**TO: Chief Administrative Law Judge
State Office of Administrative Hearings
Municipal Boundary Adjustments Unit
P.O. Box 64620
St. Paul, MN 55164-0620**

WHEREAS, the City of Chaska (the “City”) and the Township of Dahlgren (the “Township”) (the City and the Township are sometimes together the “Parties”) desire to enter into this Joint Resolution for Orderly Annexation to designate an area of the Township in need of orderly and immediate annexation for the purpose of bringing such area into the city limits; and

WHEREAS, a notice of the City and Township’s intent to enter into this agreement was published in the Patriot newspaper on August 21, 2025 pursuant to MN Stat. § 414.0325 subd. 1b; and

WHEREAS, the area to designated is approximately 34.40 acres and adjoins the City, is about to become urban or suburban in character, and the City is capable of providing services required by the area within a reasonable time; and

WHEREAS, it is deemed appropriate and in the best interests of both the City and the Township that said area be designated as in need of orderly annexation.

NOW, THEREFORE, pursuant to Minnesota Statutes § 414.0325, be it **JOINTLY RESOLVED** and agreed by the City Council of the City of Chaska and the Board of Supervisors of the Township of Dahlgren, Carver County, Minnesota, as follows:

1. The area subject to this Joint Resolution and designated for orderly annexation is legally described on attached **Exhibit A** and depicted with hatching on the map attached as **Exhibit B** (the “Land”).

2. The orderly annexation area consists of approximately 34.40 acres, the population of the area is 0, and the land use type is agricultural.
3. The area is in need of orderly annexation and the designation is for the purpose of orderly administration of development in an urban or suburban character, for conducting and administering environmental review relative to impending development of the Land, and for providing municipal utility services to the Land upon annexation.
4. This Joint Resolution confers jurisdiction on the chief administrative law judge over the orderly annexation area and over the various provisions of this Joint Resolution.
5. This Joint Resolution provides for the conditions of annexation. No alteration of the stated boundaries are appropriate and no consideration by the chief administrative law judge is necessary. The chief administrative law judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this resolution.
6. Subsequent to the filing of this Joint Resolution designating the area for orderly annexation, a petition for annexation may be initiated in the future upon a resolution by the City of Chaska filed with the Office of Administrative Hearings, Municipal Boundary Adjustment Unit, or such other agency as might be responsible for processing annexation proceedings at the time of filing. To allow the Township to be reimbursed for the permanent loss of taxable property from Township tax rolls for property annexed pursuant to the terms of this Agreement, the City agrees that it will not initiate annexation or forward a resolution for annexation of any portion of the property legally described on **Exhibit A** to OAH, or its successor agency, until such time as the Township provides the City a receipt, in substantially the form of the attached **Exhibit C**, signed by the Township acknowledging payment pursuant to Minnesota Statutes §414.036, of tax reimbursement at a rate of \$700 per acre of area annexed and confirming that there are no special assessments assigned by the Township to the Land and no debt incurred by the Township prior to the annexation and attributable to the Land needing to be reimbursed.
7. The City does not assume 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.
8. The City shall henceforward have jurisdiction for planning, zoning, and subdivision authority over the area designated for orderly annexation by this resolution, and all City zoning and subdivision ordinances and comprehensive plan shall apply to the property within the orderly annexation area. The City shall further be the Responsible Governmental Unit ("RGU") for the purposes of administering environmental review procedures under Minnesota Rules chapter 4410 and City and the Township both agree that the City is the appropriate entity for conducting such reviews. The City and Township by their agreement to this Joint Resolution jointly request Carver County to recognize the City's jurisdiction covered by this paragraph, and the City may send a copy of this Joint

Resolution to Carver County or other applicable regulatory agency for the purpose of establishing that jurisdiction in connection with any environmental review.

For the purposes of any environmental review in the annexation area governed under Minnesota Rules chapter 4410 or any successor rule or statutory regime:


- (a) The City shall be responsible for the preparation, publication, distribution, and decision-making of the environmental review.
 - (b) The Township shall be given the opportunity to review and comment on draft orders and scoping documents prior to publication in the EQB.
 - (c) The Township shall be given the opportunity to review and comment on draft AUAR and mitigation plans.
 - (d) The Parties recognize and agree that in preparing, publishing, distributing, and approving the environmental reviews, time is of the essence. The City agrees to provide the Township the draft documents for the Township's review and the Township agrees to provide written comments electronically to the City in a timely manner, and no later than fifteen (15) days following electronic transmission of the environmental review documents to the Township, to the following address: clerk@dahlgrentownship.com
 - (e) The Parties acknowledge that each Party is solely responsible for payment of all wages, benefits, taxes, and insurance on behalf of its employees or agents relating to planning and environmental review relating to the Land. It is expressly understood that neither Party can compel the other to perform work, nor shall one Party be obligated to reimburse the other, without mutual consent. Nothing contained in this Agreement can or shall be interpreted as creating an employee relationship between the Parties and no employee of either party shall be considered an employee of the other party.
9. That for purposes of real estate taxation, if the annexation becomes effective on or before August 1 of a levy year, the City of Chaska may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Dahlgren Township may continue to levy on the annexed area for that levy year, and the City of Chaska may not levy on the annexation area until the following levy year.
 10. To the extent, if any, that the annexation area contains streets or roadways, the City shall be solely responsible for any maintenance or improvements after the annexation has been ordered.

11. If the Minnesota Department of Transportation or the Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments requests technical corrections to the legal description attached as **Exhibit A** or the map attached as **Exhibit B**, then: i) City staff may make the requested corrections and attach revised exhibits to this Joint Resolution without further action of the City or Township; and ii) the Joint Resolution, with corrected exhibits, shall remain effective, valid, and enforceable. The City shall provide the Township with a copy of all correspondence with OAH and any amendments or corrections to this Joint Resolution.
12. This Joint Resolution is effective upon approval and adoption by both the City Council of the City of Chaska and the Board of Supervisors of the Township of Dahlgren. If no petition for annexation is initiated pursuant to section 6, above, before three calendar years have elapsed from the date of this Joint Resolution, then it shall terminate cease to have effect without any further action of the Parties.
13. This Joint Resolution may be executed in counterparts, each of which shall be considered an original but which, taken together, shall constitute the full binding agreement of the City and the Township.
14. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Joint Resolution is for any reason held invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Joint Resolution for Orderly Annexation.
15. All data collected, created, received, maintained, or disseminated for any purpose by the Parties because of this Joint Resolution t is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota rules implementing such act now in force or as amended as well as federal regulations on data privacy.
16. This Joint Resolution is between the Township and the City as the only Parties and no provision of this Agreement shall in anyway inure to the benefit of any third person (including the public at large and any property owner, applicant, tenant, or resident within the Land) so as to constitute any such person as a third party beneficiary of the Agreement or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
17. If there is a disagreement as to the interpretation or implementation of the Joint Resolution, the parties shall implement the following dispute resolution procedures in the sequence provided:
 - A. Negotiation: Representatives of the parties 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, the 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 shall 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 award reasonable attorney fees, costs and expenses to a non-breaching party if the other party is found to have violated of the terms of this Joint Resolution.

Passed and adopted by the Board of Supervisors of the Township of Dahlgren this 8 day of September, 2025.



Jeff Thompson, Chairman

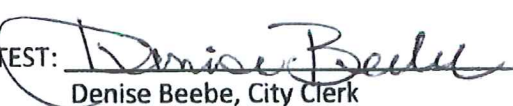
ATTEST: 

Mary Olson, Clerk

Passed and adopted by the City Council of the City of Chaska this 8th day of September, 2025.



Taylor Hubbard, Mayor

ATTEST: 

Denise Beebe, City Clerk

EXHIBIT A
Property Description

That Part of the East Half of the Southeast Quarter of Section 1, Township 115, Range 24, Carver County, Minnesota, that lies easterly of a line hereinafter referred to as 'Line A' and said 'Line A' described as follows:

Commencing at the southeast corner of said East Half of the Southeast Quarter; thence on an assumed bearing of South 87 degrees 11 minutes 55 seconds West along the South line of said East Half of the Southeast Quarter a distance of 788.70 feet to the point of beginning of the line to be described; thence North 04 degrees 00 minutes 00 seconds West a distance 272.58 feet; thence North 08 degrees 00 minutes 00 seconds East, a distance of 99.00 feet; thence North 04 degrees 00 minutes 00 seconds West, a distance of 182.82 feet; thence North 26 degrees 00 minutes 00 seconds West, a distance of 145.20 feet; thence North 31 degrees 00 minutes 00 seconds East, a distance of 66.00 feet; thence North 46 degrees 00 minutes 00 seconds East, a distance of 165.00 feet; thence North 21 degrees 00 minutes 00 seconds East, a distance of 66.00 feet; thence North 25 degrees 00 minutes 00 seconds West, a distance of 99.00 feet; thence North 20 degrees 00 minutes 00 seconds West, a distance of 99.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 432.96 feet; thence North 36 degrees 00 minutes 00 seconds West, a distance of 209.22 feet; thence North 05 degrees 00 minutes 00 seconds West, a distance of 92.40 feet; thence North 25 degrees 00 minutes 00 seconds East, a distance of 153.12 feet; thence North 66 degrees 00 minutes 00 seconds East, a distance of 184.80 feet; thence North 01 degrees 29 minutes 04 seconds East, a distance of 655.39 feet to the north line of said East Half of the Southeast Quarter and said line there terminating.

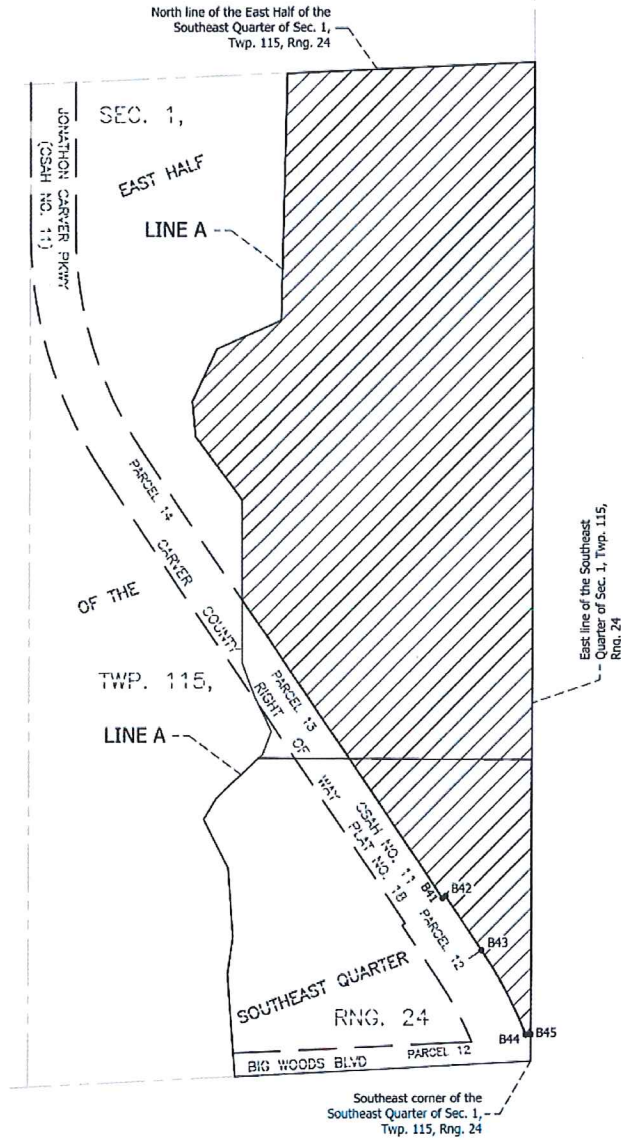
AND lying northerly and northeasterly of the following described line:

Commencing at said southeast corner of the East Half of the Southeast Quarter; thence North 00 degrees 13 minutes 09 seconds East assumed bearing along the east line of said East Half of the Southeast Quarter, a distance of 71.63 feet to the intersection of said east line of the Southeast Quarter with the most easterly line of Parcel 12, CARVER COUNTY RIGHT OF WAY PLAT NO. 18, according to the recorded plat thereof, said County, said point being denoted as monument B45 on said plat and the point of beginning of the line to be described; thence South 88 degrees 44 minutes 57 seconds West along a line of said Parcel 12, a distance of 13.12 feet to a point denoted on said plat as monument B44; thence northwesterly 253.23 feet along a non-tangential curve concave the southwest having a radius of 1166.00 feet, central angle of 12 degrees 26 minutes 36 seconds and a chord bearing of North 27 degrees 41 minutes 47 seconds West to a point denoted on said plat as monument B43 said line being the northeasterly line of said Parcel 12; thence North 33 degrees 55 minutes 05 seconds West tangent to last described curve and along said northeasterly line of Parcel 12, a distance of 173.70 feet to a point denoted on said plat as monument B42; thence South 56 degrees 04 minutes 55 seconds West along said northeasterly line of Parcel 12, a distance of 10.00 feet to a point denoted on said plat as monument B41; thence North 33 degrees 55 minutes 05 seconds West along said northeasterly line of Parcel 12 and the northeasterly line of Parcel 13 per said plat, 955.59 feet to aforementioned 'Line A' and said line there terminating.

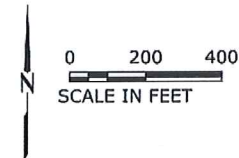
EXHIBIT B

Map

CHASKA, MN



 Annexation Area



SHEET 1 OF 2 SHEETS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J ROEBER

SIGNATURE: *Daniel J Roeber*

DATE AUGUST 5, 2025 LIC. NO. 43133



Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website: www.stantec.com

NAME
193807390_Raser_V101.dwg

DRAWN
DJR

PROJ. NO.
193807390

EXHIBIT B-2 EXISTING MUNICIPAL BOUNDARIES

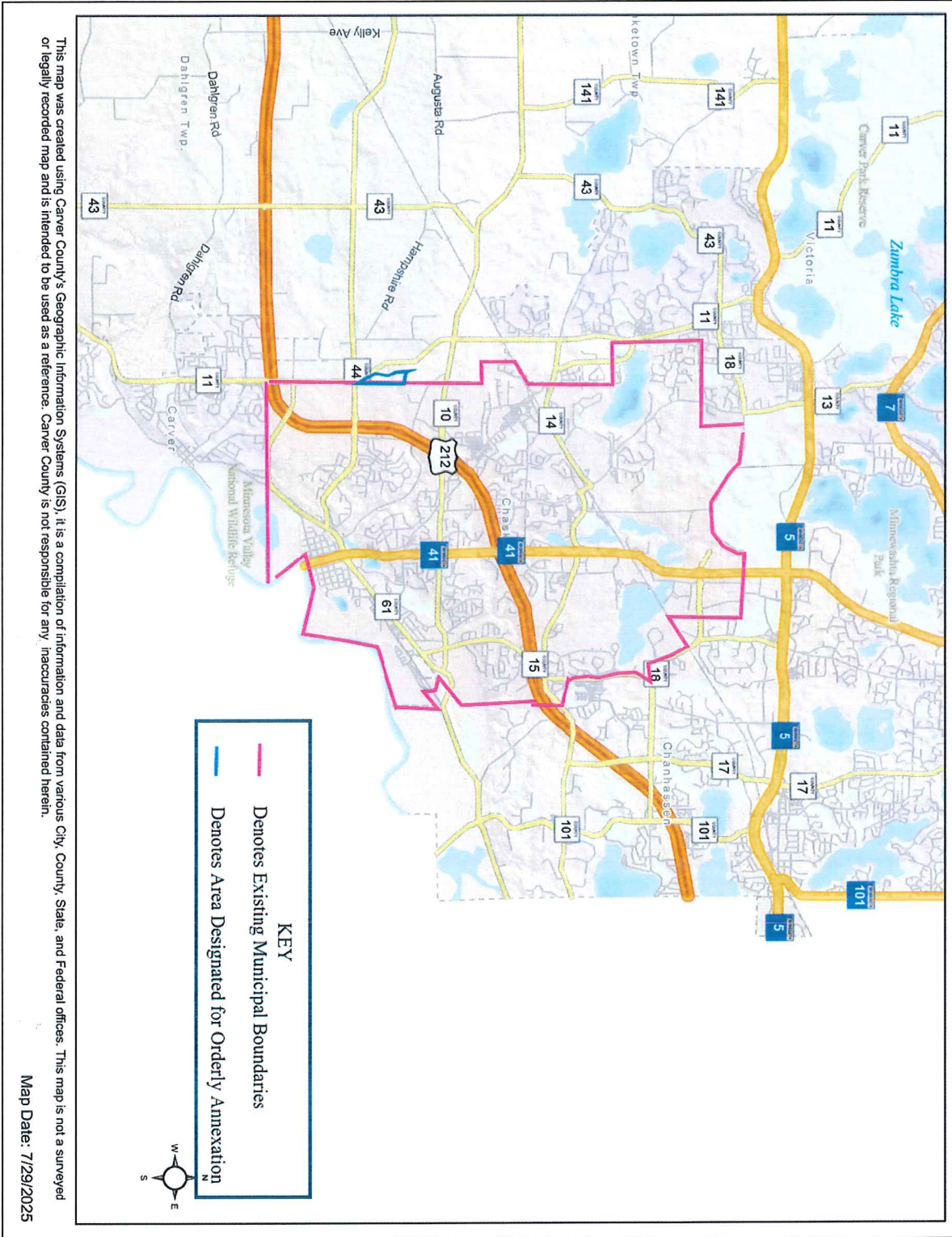


EXHIBIT C
Form of Receipt

DAHLGREN TOWNSHIP

RECEIPT FOR REIMBURSEMENT TO TOWNSHIP

FOR ANNEXATION OF TAXABLE PROPERTY

_____, 2025

Pursuant to Minnesota Statutes Section 414.036, the Town of Dahlgren hereby acknowledges the receipt of a single payment of \$_____ as reimbursement for all the taxable property being annexed to the City of Chaska as described on Exhibit A and depicted on Exhibit B attached hereto and approves the annexation of such land. There are no special assessments assigned by Dahlgren Township to the annexed property and no debt incurred by the Township prior to the annexation attributable to the property annexed.

Dahlgren Township

_____, Chairman