STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARINGS

**JOINT RESOLUTION FOR**

**ORDERLY ANNEXATION**

IN THE MATTER OF THE JOINT RESOLUTION

OF THE CITY OF NORTHFIELD AND NORTHFIELD

TOWNSHIP DESIGNATING CERTAIN AREAS

IN NEED OF ORDERLY ANNEXATION

PURSUANT TO MINNESOTA STATUTES § 414.0325

WHEREAS, the City of Northfield (hereinafter the “City”) and the Township of Northfield (hereinafter the “Township”) deem it necessary and appropriate that they work together to develop and implement a process for the orderly and controlled growth of the City and Township; and

WHEREAS, the City and Township agree that municipal government most efficiently provides governmental services in areas which are developed for residential, commercial, industrial, and governmental purposes, and that Township government most efficiently provides governmental services in areas used or developed for agricultural, open space and rural residential purposes; and

WHEREAS, the City and Township agree that orderly urban development using municipal services in a responsible, controlled and environmentally sound manner is in the best interests of the entire community; and

WHEREAS, the City and Township agree that orderly annexation of the areas designated herein is one way to promote the public health, safety, and welfare of the entire community by providing for the logical development of the community and the extension of municipal services as urban development occurs; and

WHEREAS, the City and Township have agreed to work cooperatively to accomplish the orderly annexation of the areas designated herein as legally described in Exhibits 1-2; and

WHEREAS, for ease of reference, the areas designated for orderly annexation herein and legally described in Exhibits 1-2 are shown on the map attached hereto as Exhibit 3 and incorporated herein by reference; and

WHEREAS, the City and Township agree that orderly annexation of the areas designated for orderly annexation herein is in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, for the areas designated herein, the City and Township desire to accomplish the orderly annexation of said areas in a mutually acceptable and beneficial manner pursuant to the terms and conditions herein without the need for a hearing before the Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield and the Town Board of Supervisors of Northfield Township, as follows:

1. Designation of Orderly Annexation Areas. The City and the Township hereby designate the following two areas as currently, or which may become at some point in the future, in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325:
   1. “Orderly Annexation Area I”. “Orderly Annexation Area I”, hereinafter referred to as “Area I”, is legally defined in Exhibit 1 attached hereto and incorporated herein by reference. For ease of reference, Area I is shown on the map attached hereto as Exhibit 3. The City and the Township agree that properties within Area I face development pressures for urban, non-farm development or may face such pressure during the term of this Joint Resolution, and that a mutually beneficial process for the orderly annexation of such properties by the City and provision of municipal services to such properties by the City in accordance with the desires of property owners within Area I during the term of this Joint Resolution is in the best interest of said property owners and the broader community.
   2. “Orderly Annexation Area II”. “Orderly Annexation Area II”, hereinafter referred to as “Area II”, is legally defined in Exhibit 2 attached hereto and incorporated herein by reference. For ease of reference, Area II is shown on the map attached hereto as Exhibit 3. The City and the Township agree that lands within Area II face much less immediate development pressures for urban, non-farm development than properties within Area I, and that the preservation of the rural and agricultural character and farming uses of such properties within Area II, until such time as they are likely to develop with urban or suburban development beyond the term of this Joint Resolution is mutually beneficial to the City and the Township and is in the best interest of the property owners within Area II and the broader community. No portion of Area II may be annexed by the City so long as this Agreement remains in effect except as provided in Section 4 below.

1. Definitions. For purposes of this Joint Resolution, the terms defined in this section have the meanings given them:
   1. “Effective Date” means the latest date of approval of this Joint Resolution by either the Northfield City Council or the Northfield Town Board of Supervisors.
   2. “MDH” means the Minnesota Department of Health.
   3. “MPCA” means the Minnesota Pollution Control Agency.
   4. “OAA” collectively refers to Areas I and II as defined in Section 1 above.
2. Terms and Conditions Specific to Area I. In addition to the other terms of this Joint Resolution that are not specific to Area II, the following terms and conditions apply to Area I:
   1. Acreage of Area I. The Township and City agree that the above-mentioned Area I legally described on Exhibit 1 and designated as currently, or which may become in the future, in need of orderly annexation herein is approximately 1,286 acres.
   2. Conditions and Triggering Events for Annexations. Any land within Area I (see Exhibit 1 and Exhibit 3) may be annexed by the City, in accordance with Section 3.c below, under any of the following circumstances:
      1. The City receives a petition for annexation from 100% of the property owners of an individual parcel of land within Area I;
      2. The property is owned by the City, or the state or federal governments;
      3. The area is completely surrounded by the City;
      4. The City or property owner(s) is ordered by the MPCA or the MDH to provide sewer or water service to a portion of the Township for the protection of the public health and safety and/or because of immediate environmental concerns;
      5. The property satisfies the requirements for annexation by ordinance set forth in Minnesota Statutes, Section 414.033, as the same may be amended, renumbered or replaced by any successor statute; or
      6. The City and Township otherwise jointly agree in writing.

* 1. No Hearing Required. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree upon the occurrence of an event triggering annexation as provided in Section 3.b above for any land located within Area I, the City shall provide written notice of such occurrence to the Township, and upon receipt of a resolution of the City (referred to as the “Annexation Resolution”) describing such area along with a copy of this Joint Resolution, the Office of Administrative Hearings or its successor agency, may review and comment thereon, but shall, within 30 days of receipt of the Annexation Resolution and a 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 shall include in its Annexation Resolution the City’s estimates of the population and number of households of the area to be annexed. The Township and City agree that no alteration of the stated boundaries as described in the Annexation Resolution is appropriate, that no consideration by the Office of Administrative Hearings, or its successor agency, is necessary, and that all terms and conditions for annexation of properties within Area I as legally described on Exhibit 2 hereto are provided for in this Joint Resolution. Provided that the requisite terms and conditions have been met as contained in this Joint Resolution, the Township shall not object to an annexation initiated by the City filing an Annexation Resolution with the Office of Administrative Hearings, or its successor agency. As of the effective date of this Joint Resolution, there is no election requirement in the law to effect or accomplish an annexation. No such election shall be required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.

1. Terms and Conditions Specific to Area II. In addition to the other terms of this Joint Resolution that are not specific to Area I, the following terms and conditions apply to Area II:
   1. Acreage of Area II. The Township and City agree that the above-mentioned Area II legally described on Exhibit 2 and designated as that which may become in the future in need of orderly annexation herein is approximately 858 acres.
   2. Non-Annexation of Area II. So long as this Agreement remains in effect, no portion of Area II may be annexed by the City unless the MPCA or the MDH orders the City or the property owner(s) to provide sewer or water service to a portion of Area II within 12 months for the protection of the public health and safety and/or because of immediate environmental concerns, unless otherwise agreed by the City and Township in writing. Any such annexations triggered by an order of MPCA or MDH that occur pursuant to this Section 4.b shall be completed pursuant to the procedure provided in Section 3.c above, and the provisions of that Section are fully incorporated herein by reference.

1. Terms and Conditions Specific to Areas I and II.

* 1. Land Use and Subdivision Controls. The City and Township agree that Rice County’s land use and subdivision regulations that exist on the effective date of this Agreement are sufficiently protective of the rural and agricultural character and farming uses of such properties within Areas I and II prior to such time as they are likely to develop with urban or suburban development beyond the term of this Joint Resolution. The City and Township further agree that Rice County shall continue to administer its land use and subdivision controls within Areas I and II during the term of this Joint Resolution; provided, however, that the City shall have the right to initiate renegotiation of this Section 5 and/or terminate this Agreement as provided in subparagraph b below.

* 1. City Right to Initiate Renegotiation. The City shall have the right, pursuant to the procedure defined in subparagraph c below, to initiate renegotiation of the provisions of this Section 5 upon the occurrence of any of the following:
     1. Rice County amends its land use or subdivision regulations applicable to its Urban Reserve or Agricultural zoning districts in a manner that allows residential development to occur on lots less than 35 acres in size, or non-residential development to occur on lots less than 2.5 acres in size in Area I or Area II;
     2. Rice County amends its land use regulations in a manner that broadens, expands or allows for the intensification of the permitted, conditional or otherwise allowed uses in its Urban Reserve or Agricultural zoning districts that exist as of the effective date of this Joint Resolution;
     3. Rice County approves an amendment to its official zoning map that has the effect rezoning property located in Areas I or II and the County’s Urban Reserve zoning district to be included in any other zoning district; or
     4. Rice County approves an amendment to its official zoning map that has the effect rezoning property located in Areas I or II and the County’s Agricultural zoning district to be included in any other zoning district that is not the Urban Reserve district.

[For reference, see Rice County Zoning Ordinances Chapter 508 Zoning Districts, Zoning Map and Uses, Chapter 509 “A” Agricultural District and Chapter 510 “UR” Urban Reserve District, Chapter 523 Subdivision Regulations, and Official Zoning Map in effect as of the Effective Date, attached hereto as Exhibit 4.]

* 1. Procedure to Initiate Renegotiation. Upon the occurrence of any of the events listed in subparagraph b above, the City may, at any time within one year after the date on which the action is passed or approved by Rice County, initiate renegotiation of this Section 5 by providing written notice of such initiation to the Township. Thereafter, representatives of the City and Township shall meet with all reasonable diligence and frequency and in good faith to negotiate alternative procedures to ensure the protection of the rural and agricultural character and farming uses of properties within Areas I and II prior to such time as they are likely to develop with urban, non-farm development beyond the term of this Joint Resolution. In the event such negotiations do not result in agreement on amendments to this Section 5 that are satisfactory to the City within 60 days after the date on which the City’s written notice is received, the City shall have the right to immediately terminate this Joint Resolution by passing a resolution of its City Council and providing a copy of such resolution to the Township and filing such resolution with the Office of Administrative Hearings or its successor agency.

* 1. Provision of Services. After annexation of land located within Areas I or II, the City shall be responsible for providing municipal governmental services to the annexed area. Sanitary sewer or water services, in the City’s discretion, shall be provided to an area annexed with existing or proposed residential development within two (2) years after the effective date of the annexation. Sewer or water services, in the City’s discretion, shall be provided to an area annexed with existing or proposed commercial, industrial, governmental or institutional development within three (3) years after the effective date of annexation. In the event that the City extends trunk sewer and/or water lines across a portion of the OAA remaining in the Township in order to serve an area annexed by the City, the individual properties remaining in the Township that abut the City trunk sewer and/or water line extended shall not be charged any trunk sewer or water line charges, fees or assessments by the City for the trunk sewer and/or water line abutting said properties until said properties are annexed by the City and are platted and developed.

For purposes of this Section, the City will be deemed to have met the obligation to provide sanitary sewer or water service to an annexed area if within the timeframes specified herein following an annexation of an area, the City awards a contract to a contractor to construct a sewer or water service project making municipal sanitary sewer or water service available to an area annexed under the terms of this Joint Resolution.

Every Annexation Resolution adopted under Paragraphs 3.c and 4.b above of this Joint Resolution resulting in the annexation of land located within Areas I or II shall be treated separately for purposes of compliance with this Section 5.d.

In the event that the City annexes land in accordance with a triggering event contained in this Joint Resolution and said land is identified in the City’s comprehensive plan for open space or park preservation, the requirements contained in this Section 5.d do not apply to said annexation because the intent is that said areas would remain as open space or park land and would not need City sewer or water service.

* 1. Annual Acreage Limitation. Notwithstanding anything to the contrary in this Agreement, the City shall not annex more than a total of one hundred (100) acres in any calendar year during the term of this Agreement, unless the City and Township agree otherwise in writing, except that annexations of City-owned land, or annexations pursuant to an order by the MPCA or the MDH to provide sewer or water service to a portion of the Township shall not count toward the 100 acre limit. Further, the City shall not annex more than a total of three hundred (300) acres within any single five-(calendar) year rolling period while this Agreement is in effect, except that annexations of City-owned land, or annexations pursuant to an order by the MPCA or the MDH to provide sewer or water service to a portion of the Township shall not count toward the 300 acre limit.
  2. Solar Farm Development. In Area I and Area II, if a landowner develops a commercial solar field on his or her property, said property shall stay in the Township, provided that the Township shall consult with and coordinate with the City in good faith regarding the siting of any such solar development to avoid conflicts with planned development, including but not limited to road extensions and housing developments.
  3. Township Maintenance of Services. The Township agrees that it will be responsible for normal and regular maintenance of all Township roads, streets, bridges, drainage facilities and other public rights-of-way that it is currently maintaining within the designated OAA prior to annexation thereof. Maintenance of Township infrastructure within the designated OAA by the Township shall be consistent with other standard maintenance practices employed by the Township elsewhere in the Township. For Hall Avenue, see section (7.) below.
  4. Electric Utility Service Notice. For each annexation that occurs under this Agreement, the electric utility service notice as required by Minnesota Statutes Section 414.0325, Subd. la, will be satisfied.

6. Tax Reimbursement. To compensate the Township for the permanent loss of taxable property from Township tax rolls, the City and Township agree that upon annexation of the Subject Area legally described in Exhibit A, the City will pay the township a total of one-time lump sum payment in an amount equal to $750 per acre annexed.

7. Hall Avenue Road Maintenance. Following the Effective Date of this Joint Resolution, the City shall assume the following road maintenance responsibilities regarding Hall Avenue as described below, south from Superior Drive to County Road 81 and north from Superior Drive to Highway 19. Note that within this section, Superior Drive is defined as the location at which pavement begins, at the point near to where Hall Avenue and Superior Drive intersect.

Hall Ave south from Superior Drive to County Road 81.

In recognition of the urban traffic that Hall Avenue now bears and will bear prior to its annexation or acquisition by the City and the assumption of full maintenance responsibilities by the City, the City desires to financially assist the Township to defray the cost of maintenance for the non-paved portions of Hall Avenue between Superior Drive and Rice County #81. The Township will be responsible for completing road maintenance, including but not limited to rock and dust control, and will invoice the City for 50% of the expense for said maintenance. The Township shall determine the appropriate quantities and provide proof of costs in the actual amount. The Township shall provide a budget estimate to the City on or before April 1st of each year for that year.

The Township shall maintain the bridges and culverts located in the roadway of Hall Avenue from Superior Drive to County Highway #81 until such time it is determined by the appropriate authority and verified by the Northfield City Engineer that a bridge or culvert is in need of replacement. If the replacement of a bridge or culvert is necessary, the City of Northfield shall be responsible for the cost of installing said bridge or culvert. The purpose of this section is to recognize that the Northfield Town Board will continue to maintain and improve this section of roadway, however, at the time a significant investment is necessary in a bridge or culvert structure, the City can utilize this opportunity to install a structure that will meet the intended use of the roadway in the City’s transportation system.

Hall Ave (including Spring Creek Road) north from Superior Drive to Highway 19.

The City is responsible for all maintenance and upkeep of Hall Avenue/ Spring Creek Road from Superior Drive to Highway 19. The City may contract with the Township for grading and plowing services on the section of unpaved road.

Sections of Spring Creek Road/Hall Avenue from Hwy. 19 to Co Road 81/110st Street that currently exist as a 10-ton road shall remain so and be maintained as a 10-ton road for the benefit of farm implement traffic. Any full reconstructions of those sections of 10-ton roadway shall be constructed to a 10-ton standard. Any revisions to the road, including bike and pedestrian traffic and installation of a round-a-bout shall be made to safely accommodate farm implement traffic.

8. The City and Township to Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.

9. Binding Agreement; No Annexation Outside the OAA. This Resolution is a binding contract, enforceable under the provisions of Minnesota Statutes § 414.0325, subdivision 6, as the same may be amended from time to time, as well as other applicable authorities. The parties agree that the City will not initiate any annexations outside the OAA while this agreement is in effect. Notwithstanding the forgoing, the City may initiate an annexation under Chapter 414 if the City is ordered by the Minnesota Pollution Control Agency or the Department of Health to provide sewer or water service to a portion of the Township for the protection of the public health and safety and/or because of environmental concerns. Further, the City will not file any petitions for a contested case annexation within the OAA or the remainder of the Township outside the OAA during the term of this Joint Resolution, provided that the Township does not seek to incorporate during the term of this Joint Resolution.

10. Line Roads. For any Township roads that become the boundary line for the City and Township as a result of an annexation, the City shall assume responsibility for road maintenance and improvement once the City has paved said roads. As long as the road or a portion thereof remains unpaved, the township will be responsible for completing road maintenance, including but not limited to rock and dust control, and will invoice the City for 100% of the expense for said maintenance and improvement and dust control.The Township shall determine the appropriate quantities and provide proof of costs in the actual amount. The Township shall provide a budget estimate to the City on or before April 1st of each year for that year.

Spring Creek Road/Hall Avenue from Hwy. 19 to Co Road 81/110st Street shall remain and be maintained as a 10-ton road for the benefit of farm implement traffic. Any revisions to the road, including bike and pedestrian traffic and installation of a round-a-bout shall be made to safely accommodate farm implement traffic.

11. Term and Termination. This Joint Resolution shall be in full force and effect for a term beginning on the Effective Date and terminating on December 31st of 2041. The purpose of this time frame is to remain consistent with the 20-year agreement which commenced January 1st, 2002. Nothing herein shall preclude earlier termination by the City pursuant to Paragraph 5.c above, by mutual written joint resolution of the City and Township, or should the remaining unincorporated areas of the Township merge with the City.

12. Legal Description and Mapping. The Township and City agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibits 1-2 or mapping provided in Exhibit 3, in the judgment of the Office of Administrative Hearings, the City and Township agree to make such corrections and file any additional documentation, including a new exhibit(s) making the corrections requested or required by the Office of Administrative Hearings as necessary to make effective the annexation of said areas in accordance with the terms of this Joint Resolution.

13. Attorney Fees and Meeting Costs. The City shall reimburse the Township in an amount equal to 50 percent of the attorney fees and meeting costs actually incurred by the Township in connection with the negotiation and development of this Agreement such amount to be reimbursed not to exceed $6,500 under any circumstances, within 30 days after the date on which the latest signature of the parties is affixed to this Agreement, provided that the Township first provide to the City documentation of such attorney fees and meeting costs incurred sufficient to allow the parties to calculate the amount of the required reimbursement payment.

14. Governing Law. The Township and City agree that this Joint Resolution is made pursuant to and shall be construed in accordance with the laws of the State of Minnesota.

15. Entire Agreement. 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. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.

16. Headings and Captions. The Township and City agree that the headings and captions contained in this Joint Resolution are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.

17. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

18. Disputes and Remedies. The City and Township agree as follows:

a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the respective City and the Township will direct staff members as they deem appropriate to meet at least one time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

b. Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to binding arbitration.

c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to binding arbitration, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

19. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to the City: If to the Township:

Ben Martig (or his successor) Tom Tanghe (or successor)

City Administrator Township Clerk

Northfield City Offices Northfield Town Hall 801 Washington St 10865 Ibson Avenue

Northfield, MN 55057 Northfield, MN 55057

1. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.
2. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Office of Administrative Hearings Municipal Boundary Adjustments Office and pay the required filing fee.

[*Signature page to follow*]

Passed, adopted, and approved by the Town Board of Supervisors of Northfield Township, Rice County, Minnesota, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2024.

NORTHFIELD TOWNSHIP

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brian Peterson, Chairperson

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tom Tanghe, Township Clerk

Passed, adopted, and approved by the City Council of the City of Northfield, Rice and Dakota Counties, Minnesota, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2024.

CITY OF NORTHFIELD

By: .

Rhonda Pownell, Mayor

ATTEST:

By:

Ben Martig, City Administrator

**EXHIBIT 1**

**Legal Description of Orderly Annexation Area I**

Orderly Annexation Area I in the attached Joint Resolution is legally described as follows:

**EXHIBIT 2**

**Legal Description of Orderly Annexation Area II**

Orderly Annexation Area II in the attached Joint Resolution is legally described as follows:

**EXHIBIT 3**

**Boundary Map**

The following is a municipal boundary map as referenced in the attached Joint Resolution, showing the current City of Northfield and its relation to Orderly Annexation Areas I and II, which are legally described in Exhibits 1-2:

**EXHIBIT 4**

**Rice County Comprehensive Plan and Zoning Ordinances**

The following is the Rice County Comprehensive Plan and Zoning Ordinances in place at on the date of agreement approval.

[See attached]