

**ORDERLY ANNEXATION AGREEMENT BY AND
BETWEEN THE TOWN OF RICE LAKE AND THE CITY OF DULUTH**

WHEREAS, the City of Duluth (hereinafter referred to as the “City”) and the Township of Rice Lake (hereinafter referred to as the “Town” or “Township”), both (hereinafter collectively referred to as the “Parties”) located entirely within St. Louis County, in the State of Minnesota, desire to adjust their boundaries as set forth herein; and

WHEREAS, the Town has filed an incorporation petition (hereinafter “Incorporation Petition”) with the Minnesota Department of Administration, Office of Administrative Hearings, Municipal Boundary Adjustments (hereinafter “OAH”), which has been designated “I-71 Rice Lake Township” and has been assigned case file number 82-0330-31721 by OAH; and

WHEREAS, the City owns land located in Section 25 of the Town, which abuts land owned by the University of Minnesota at Duluth and land owned by private parties; and

WHEREAS, the City desires to have the land it owns in Section 25 annexed to the City, along with additional abutting land in Section 25 of the Town owned by the University of Minnesota at Duluth and land owned by private parties, all such land totaling approximately 240 acres; and

WHEREAS, the Town desires to have the support of the City for the Town’s Incorporation Petition; and

WHEREAS, a joint orderly annexation agreement between the parties hereto is beneficial to both parties for the orderly transition of government within the area proposed to be annexed, and provides the terms under which such annexation shall take place.

NOW, THEREFORE, , in consideration of the mutual terms and conditions that follow, the City and Town enter into this Orderly Annexation Agreement (also referred to herein as the “Agreement”) and the property herein described is proposed to be annexed by the City and shall be annexed subject to the following terms and conditions:

1. Designation of Orderly Annexation Area.

The Township and the City hereby designate the areas legally described on **Exhibit 1** attached hereto and incorporated herein by reference as the Orderly Annexation Area (hereinafter referred to collectively as the “OAA”) for orderly annexation pursuant to Minnesota Statutes Section 414.0325.

A boundary map showing the OAA, legally described on **Exhibit 1**, is attached hereto as **Exhibit 2** and incorporated herein by reference.

The Town and City agree that the OAA legally described on **Exhibit 1** and designated for orderly annexation pursuant to Minnesota Statutes Section 414.0325 is approximately 240 acres. No residents live in the OAA.

2. Office of Administrative Hearings, Municipal Boundary Adjustments.

Upon approval by the Town Board and the City Council, this Agreement shall confer jurisdiction on the OAH or its successor pursuant to Minnesota Statutes.

3. No Alterations of Boundaries.

The Town and City mutually agree and state that no alterations by the OAH of the stated boundaries of the area designated for orderly annexation is appropriate. Any alterations of boundaries may only be made upon the joint agreement of the Town and City.

4. Review and Comment by Boundary Adjustments.

The Town and City mutually agree and state that this Agreement sets forth all the conditions for annexation of the areas designated and that no consideration by the OAH is necessary. The OAH may review and comment, but may not alter the boundaries. At such time as the conditions for annexation of the areas set forth on Exhibit 1 or a portion thereof as described in this Agreement have been met, the Office of Administrative Hearings, Municipal Boundary Adjustments, may review and comment but shall, within 30 days, order the annexation in accordance with the terms of this Agreement.

5. Property Tax Reimbursement.

The parties agree that no reimbursement or taxes shall be owed to the Township from the City as a result of the annexation contemplated by this Agreement.

6. Conditions for Orderly Annexation.

The Town shall, prior to the evidentiary hearing on the Town's Incorporation Petition, amend its Incorporation Petition to request the annexation of the OAA to the City of Duluth. Once amended, the Town shall not again amend the petition to alter the request to annex the OAA to Duluth, nor shall the Town take any action that would oppose in any manner the annexation of the OAA to Duluth.

The OAA shall be immediately annexed to the City of Duluth with no further action required by either the City or the Town.

7. **Support for Town's Incorporation Petition.**

The City shall not oppose the incorporation of the Town as set forth in its amended Incorporation Petition.

8. **Authorization.**

The appropriate officers of the City and Town are hereby authorized to carry the terms of this Agreement into effect.

9. **Severability and Repealer.**

A determination that a provision of this Agreement is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein. Any prior agreement or joint resolution existing between the parties and affecting the property described in the attached Exhibits shall be considered repealed upon the effective date of this Agreement.

10. **Effective Date.**

This Agreement shall be effective upon adoption by the governing bodies of the City and Town and approval by the OAH.

11. **Disputes and Remedies.**

The City and Township agree as follows:

A. **Negotiation.** When a disagreement over interpretation of any provision of this Agreement shall arise, the City and the Township will direct staff members, as they deem appropriate, to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

B. **Mediation/Arbitration.** When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration.

C. **Adjudication.** When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Agreement or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, 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 Agreement and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Agreement, the non-violating,

non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

12. Amendment.

Both Parties reserve the right to initiate an amendment or revision to the Agreement at any time. Upon initiation, the parties agree to meet and discuss the proposed amendment or revision, but neither party shall be required to approve such amendment or revision.

13. Costs Associated with this Agreement.

Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees required by the State of Minnesota.

14. Venue.

The venue for all actions concerning this Agreement shall be St. Louis County, Minnesota.

15. No Further Annexation.

The City will not attempt to annex any additional property from the Township during the pendency of the Town's amended Incorporation Petition.

16. Entire Agreement.

The terms, covenants, conditions, and provisions of this Agreement shall constitute the entire Agreement between the parties hereto relating to annexation and incorporation, and shall supersede all prior agreements and negotiations between the parties.

17. Notice.

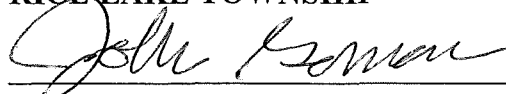
Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. Mail, postage prepaid, to the Township Clerk and the City Administrator at their official addresses.

18. Legal Description and Mapping.

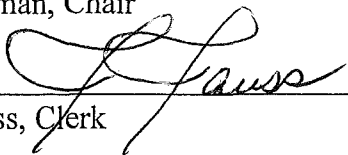
The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided on **Exhibit 1** or mapping provided on **Exhibit 2**, in the judgment of the OAH, the City and Township agree to make such corrections and file any additional documentation, including a new **Exhibit 1 or 2** making the corrections requested or required by the OAH as necessary to make effective the annexation of said OAA in accordance with the terms of this Agreement.

Dated the 14th day of April, 2015

RICE LAKE TOWNSHIP



John Goman, Chair



Joan Jauss, Clerk

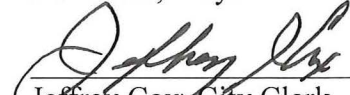
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Dated the 30th day of April, 2015

CITY OF DULUTH



Don Ness, Mayor



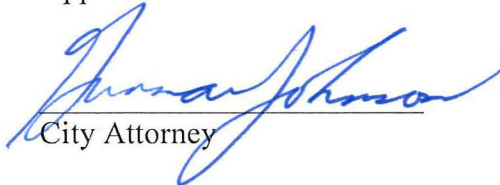
Jeffrey Cox, City Clerk

Attest:



City Clerk

Approved:



City Attorney

Countersigned:



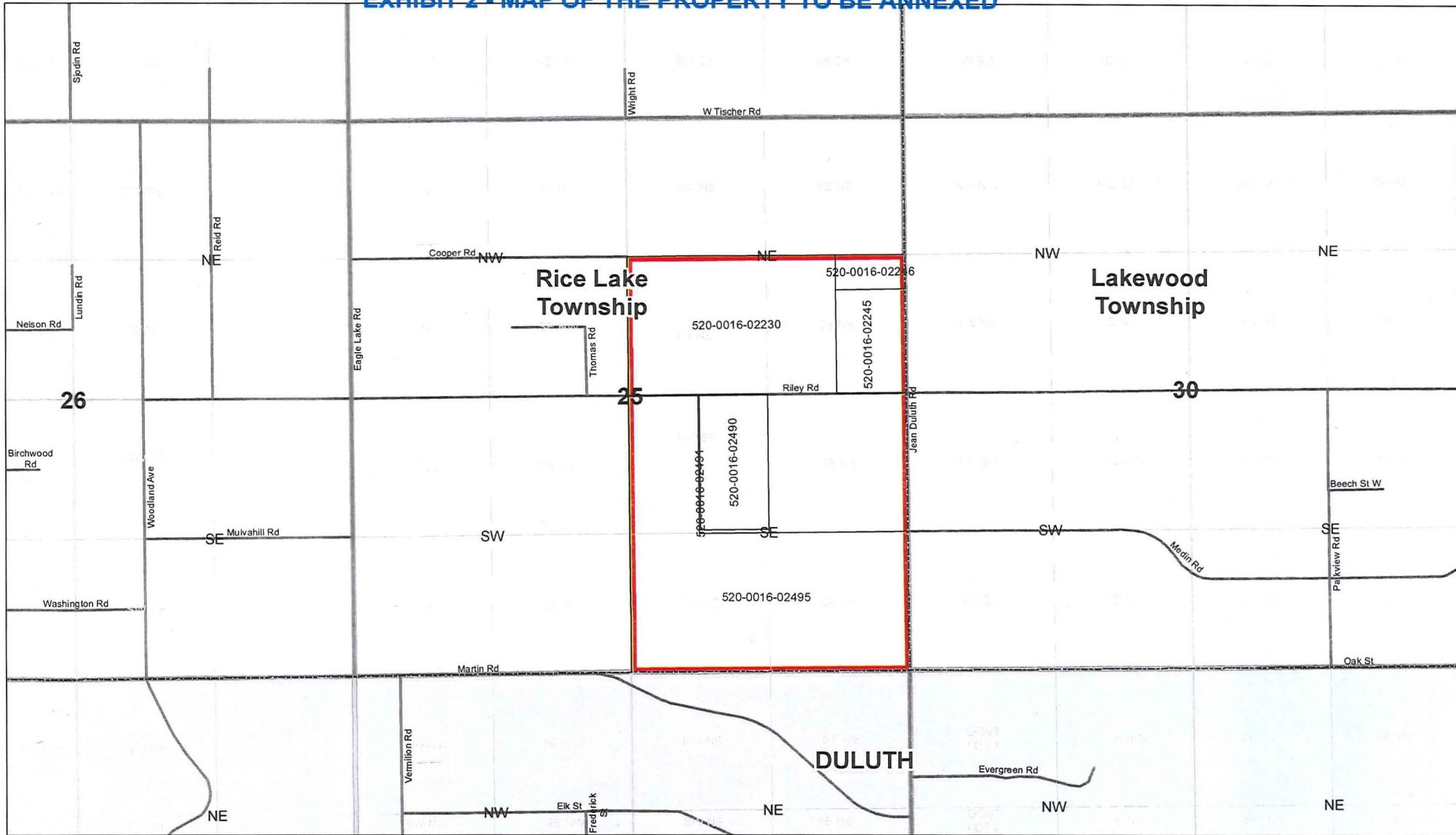
City Auditor

EXHIBIT 1

Legal Description of the Property to be Annexed

The southeast quarter and the south half of the northeast quarter of Section 25, Township 51 North, Range 14 West, St. Louis County, Minnesota.

EXHIBIT 2 - MAP OF THE PROPERTY TO BE ANNEXED



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of the information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

- Area to be Annexed
- Parcel to be Annexed
- Roads
- PLSS Quarter/Quarter
- PLSS Quarters
- PLSS Sections
- Township/Municipal Boundaries

Duluth Annexation in Rice Lake Township
Township 50 Range 14
2014

N

1:10,000

0 200 400 600 800 1,000 Feet

Photo Date: May 2013 Prepared By:

Print Date: 9/11/2014 The City of Duluth GIS Office



REC'D BY
MBA MAY 01 2015

CERTIFIED COPY OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DULUTH, MINNESOTA

RESOLUTION 15-0225

ADOPTED: APRIL 27, 2015

WHEREAS, on February 11, 2015, notice was published in the Duluth News Tribune, a newspaper of general circulation in both the township of Rice Lake ("township") and city of Duluth ("city"), of the intent to include 240 acres within the township of Rice Lake, legally described as the southeast quarter and south half of the northeast quarter of Section 25, Township 51 North, Range 14 West, St. Louis County, Minnesota, in the orderly annexation area at issue in the orderly annexation agreement between said township and the city, a copy of which is on file in the office of the city clerk as Public Document No. 15-0427-10; and

WHEREAS, at least ten days have passed since the notice was published in the Duluth News Tribune.

THEREFORE, BE IT RESOLVED, that pursuant to the provisions of Minnesota Statutes, Section 414.0325, the board of supervisors of the township and the city council hereby designate 240 acres within the township of Rice Lake, the same as is described in the orderly annexation agreement between said township and said city, as in need of orderly annexation.

FURTHER RESOLVED, that the proper township and the proper city officials are hereby authorized to enter into the said orderly annexation agreement governing the conditions for the annexation of the 240 acres in the township by the city.

FURTHER RESOLVED, that the township clerk and the city clerk are hereby requested and directed to send copies of this resolution and the executed orderly annexation agreement to the chief administrative judge of the Minnesota state office of administrative hearings as provided for in Minnesota Statutes, Chapter 414.

FURTHER RESOLVED, that this resolution shall go into effect only after its approval by both the township and the city council of the city of Duluth.

Resolution 15-0225 was unanimously adopted.


Approved April 27, 2015

DON NESS, Mayor

I, JEFFREY J. COX, city clerk of the city of Duluth, Minnesota, do hereby certify that I have compared the foregoing resolution passed by the city council on the 27th day of April, 2015, with the original in my custody as city clerk of said city and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth, this 29th day of April, 2015.

JEFFREY J. COX
City Clerk


CITY OF DULUTH, MINNESOTA

JOINT RESOLUTION AUTHORIZING AN ORDERLY ANNEXATION
AGREEMENT BETWEEN RICE LAKE TOWNSHIP AND THE CITY OF
DULUTH.

TOWNSHIP AND CITY PROPOSAL:

WHEREAS, On February 11, 2015, notice was published in the Duluth News Tribune, a newspaper of general circulation in both the township of Rice Lake ("township") and city of Duluth ("city"), of the intent to include 240 acres within the township of Rice Lake, legally described as the southeast quarter and south half of the northeast quarter of Section 25, Township 51 North, Range 14 West, St. Louis County, Minnesota, in the orderly annexation area at issue in the Orderly Annexation agreement between said township and the city, a copy of which is on file in the office of the Town clerk and

WHEREAS, at least 10 days have passed since the notice was published in the Duluth News Tribune.

THEREFORE BE IT RESOLVED, that pursuant to the provisions of Minnesota Statutes, Section 414.0325, the board of supervisors of the township and the city council hereby designate 240 acres within the township of Rice Lake, the same as is described in the orderly annexation agreement between said township and said city, as in need of orderly annexation.

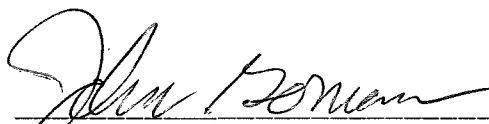
FURTHER RESOLVED, that the proper township and the proper city officials are hereby authorized to enter into the said orderly annexation agreement governing the conditions for the annexation of the 240 acres in the township by

governing the conditions for the annexation of the 240 acres in the township by the city.

FURTHER RESOLVED, that the township clerk and the city clerk are hereby requested and directed to send copies of this resolution and the executed orderly annexation agreement to the chief administrative judge of the Minnesota state office of administrative hearings as provided for in Minnesota Statutes, Chapter 414.

FURTHER RESOLVED, that this resolution shall go into effect only after its approval by both the township and the city council of the city of Duluth.

THIS RESOLUTION adopted by the Board of Supervisors of Rice Lake Township this 14th day of April, 2015.



John Goman
Town Board Chair

Attest:



Joan Jauss
Rice Lake Township Clerk