

# RECEIVED

by OAH on June 15, 2018

**CITY OF FARIBAULT RESOLUTION NO. 2018-120**  
**WELLS TOWNSHIP RESOLUTION NO. 2018-2**

**JOINT RESOLUTION ESTABLISHING AN ORDERLY ANNEXATION  
AGREEMENT BETWEEN THE CITY OF FARIBAULT  
AND WELLS TOWNSHIP PURSUANT  
TO MINNESOTA STATUTES § 414.0325**

**WHEREAS**, the City of Faribault (“City”) and Wells Township (“Town”), both located within Rice County, in the State of Minnesota, desire to accommodate growth in a cooperative, planned, and orderly fashion;

**WHEREAS**, the City and Town are in agreement as to the need for orderly annexation of the unincorporated land described below (the “Designated Area”), and both believe it will be to their benefit and to the benefit of their respective residents; and

**WHEREAS**, Minnesota Statutes, section 414.0325 provides a procedure whereby the City and the Town may agree on a process of orderly annexation for the Designated Area; and

**WHEREAS**, the City and the Town are in agreement as to the procedures and process for immediate orderly annexation of the Designated Area for the purpose of orderly, planned growth; and

**WHEREAS**, this joint resolution sets out the agreement (“Agreement”) between the City and the Town on all terms and conditions for the annexation of the Designated Area and the signatories hereto agree that no consideration by the Chief Administrative Law Judge of the Office of Administrative Hearings is necessary; and

**WHEREAS**, the City received a petition dated April 30, 2018, whereby the owner of the Designated Area, McDonough Farms, LLC and McDonough Partners, LLC, petitioned the City for immediate annexation of the Designated Area; and

**WHEREAS**, the City and the Town have published notice of their intent to include property in an annexation area as provided in this Agreement, pursuant to Minnesota Statutes, § 414.0325, subd. 1b; and

**NOW, THEREFORE, BE IT RESOLVED**, jointly by the City Council of the City of Faribault and the Town Board of Wells Township to enter into this Agreement to provide for the immediate orderly annexation of the Designated Area into the City upon the following terms and conditions:

1. **Designated Area.** The unincorporated property designated for orderly annexation by this Agreement consists of the land shown on map attached hereto as Exhibit A and is legally described in the attached Exhibit B (“Property”).
2. **Immediate Annexation.** It is agreed that the Property shown on Exhibit A and legally described in Exhibit B be immediately annexed to the City. Upon its adoption by the City and Town, the City shall file this Agreement with the Chief Judge for processing and an order providing for the immediate annexation of the Property pursuant to its terms.
3. **Acres/Population/Usage/Zoning.**
  - a. The Property consists of approximately 153 acres.
  - b. The population of the Property is currently four persons and existing business operations.
  - c. The Property is owned by the following parties:
    - i. 1001425002 – McDonough Partners, LLC;
    - ii. 1001425003 – McDonough Farms, LLC;
    - iii. 1001475002 – McDonough Farms, LLC; and
    - iv. 1001400001 – McDonough Farms, LLC.
  - d. The Property lies approximately one-half mile north of the City’s northern boundary line and is not included within any other municipality.
  - e. Upon annexation, the Property is to be zoned as follows:
    - i. 1001425002 – TUD;
    - ii. 1001425003 – TUD;
    - iii. 1001475002 – TUD; and
    - iv. 1001400001 – TUD.
4. **Jurisdiction.** Pursuant to Minnesota Statutes, section 414.0325, the Town and City, upon passage of this joint resolution, confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish orderly annexation in accordance with the terms of this Agreement.
5. **Need.** The Property is currently developed with existing business operations and has been targeted for redevelopment. The Property is not currently served by City utilities, which will be necessary for the proposed redevelopment activity expected to occur in the near future. Annexation of the Property is in the best interests of the community as a whole.
6. **Tax Reimbursement, Debt and Assessments.** The City has agreed to reimburse the Town for the loss in potential property tax revenues expected to result due to the



annexation. The City shall make the following payments to the Town on August 1 of each year, beginning in 2019:

2019: \$40,000.00  
2020: \$40,000.00  
2021: \$40,000.00  
2022: \$40,000.00  
2023: \$40,000.00

7. **Special Assessments, Debt, and Reimbursement for Public Improvements.** The City shall reimburse the Township for all unpaid amounts the Township assessed, levied, or otherwise placed against property, in addition to the regular assessment of property taxes, whether pursuant to a 429 special assessment project, 365A subordinate service district, a service charge being collected under Minnesota Statutes, section 366.012, or other amount lawfully imposed on the property prior to the effective date of the annexation of the property. The City shall also reimburse the Township for any portion of debt incurred by the Township prior to the annexation and that is attributable to the property annexed, but for which no special assessments are outstanding. The reimbursement of these amounts shall occur in substantially equal payments over a period of not less than two or no more than eight years.
8. **Review and Comment.** The City and the Town agree that upon receipt of this Joint Resolution, as passed and adopted by each party, the Chief Administrative Law Judge may review and comment but shall, within 30 days, order the annexation in accordance with the terms of this Joint Resolution. The City and Town agree that no alteration of the stated boundaries of the orderly annexation area as shown and described in the attached exhibits is appropriate, that no consideration by the Chief Administrative Law Judge is necessary, and that all terms and conditions for annexation are provided for in this Agreement.
9. **Binding Contract.** Pursuant to Minnesota Statutes, section 414.0325, subdivision 6, this Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Property.
10. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, with the exception that the City shall pay all publication and notice costs.
11. **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including Exhibits A and B, which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties. Any prior joint resolutions or agreements regarding all or any portion of the Property are superseded by, and shall not interfere with or otherwise control, the terms of this Agreement.
12. **Effective Date/Applicability.** This Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, whichever is the last party to take

action to adopt it. The annexation of the Property shall be effective upon the issuance of the order by the Chief Judge. This Agreement is only meant to apply to the Property and not to any other property or area within the Town.

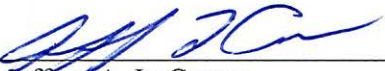
13. **Adopt and Enforce Regulations.** The City's zoning and subdivisions regulations shall apply to the Property annexed pursuant to this Agreement upon the effective date of the Chief Judge's order approving the annexation. Until such time as the annexation is effective, the Property shall remain subject to the Town's ordinances and regulations.

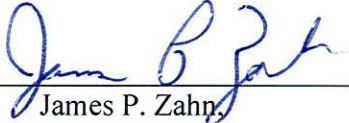
14. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Resolution and Agreement into effect.

15. **Governing Law.** This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.

Adopted by affirmative vote of the Wells Township Board this 11<sup>th</sup> day of June , 2018.


**WELLS TOWNSHIP**

By:   
Jeffrey A. LaCanne,  
Town Chairperson

By:   
James P. Zahn,  
Town Clerk

Adopted by affirmative vote of the City Council of the City Faribault, this 12<sup>th</sup> day of June, 2018.

**CITY OF FARIBAULT**

By:   
Kevin F. Voracek  
Mayor

By:   
Timothy C. Murray  
City Administrator



EXHIBIT A  
MAP OF PROPERTY TO BE ANNEXED

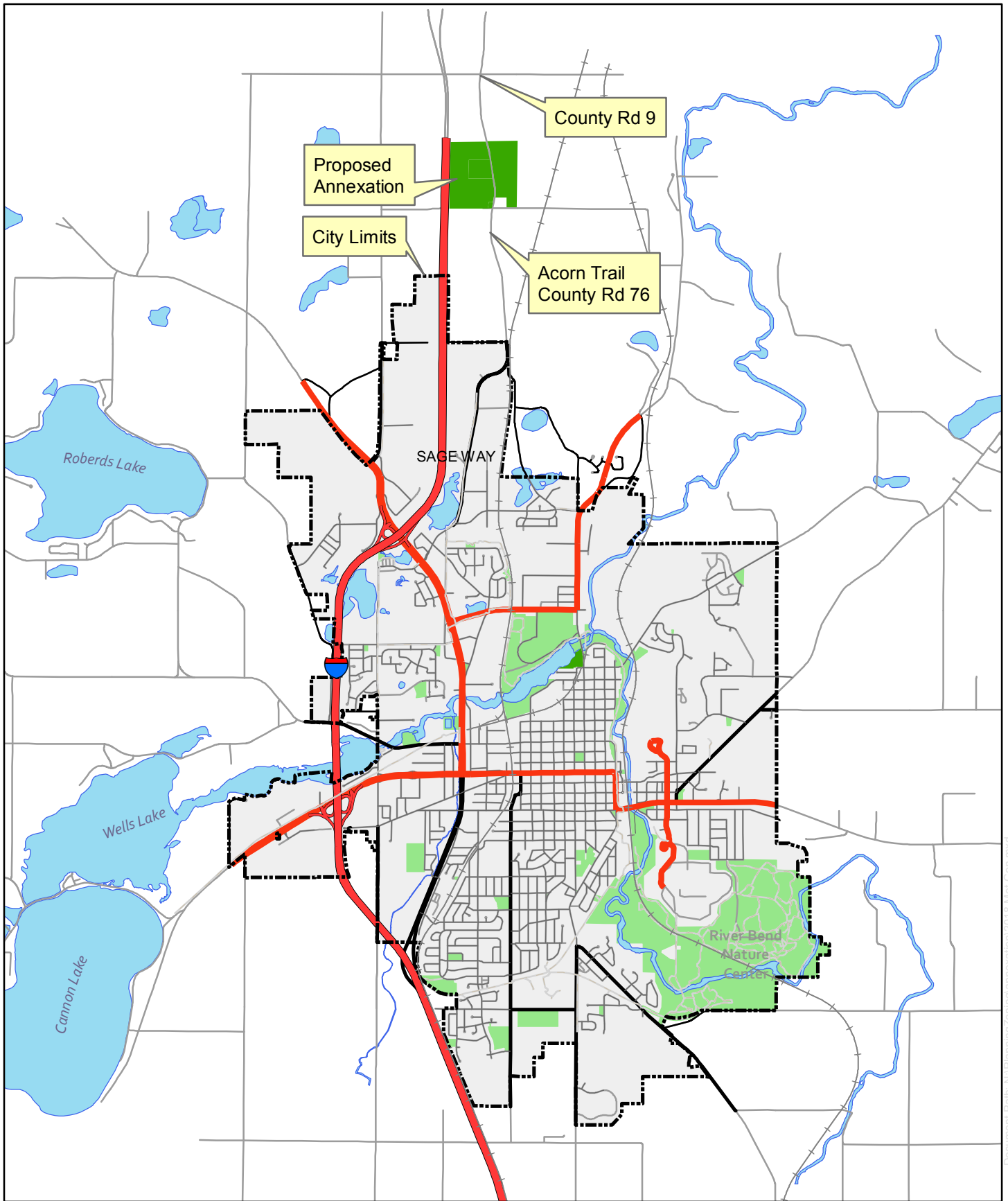


## EXHIBIT B

### LEGAL DESCRIPTION OF THE PROPERTY

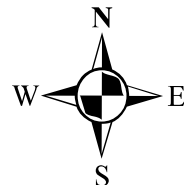
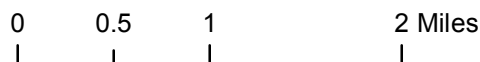
The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 1, Township 110 North, Range 21 West of the Fifth Principal Meridian, Rice County Minnesota, except for that portion of said Southeast Quarter (SE $\frac{1}{4}$ ) described as follows:

Beginning at a Point in the South line of said Southeast Quarter (SE $\frac{1}{4}$ ) (for purposes of this description bearings are assumed and based on said South line being South 89°33'57" West), a distance of 963.44 feet westerly from the Southeast Corner of said Southeast Quarter (SE $\frac{1}{4}$ ), said Point being in the Centerline of Acorn Trail; thence North 10°36'04" East, along said Centerline of Acorn Trail, 430.00 feet; thence North 89°33'57" East, 474.90 feet; thence South 0°26'03" East, 422.05 feet to a point in said South line; thence South 89°33'57" West, 557.21 feet to said Point of Beginning.  
Subject to Roads, Easements and Restrictions of Record.



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1 inch = 5,280 feet



This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100