

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE ORDERLY ANNEXATION
BETWEEN THE CITY OF FLOODWOOD AND
FLOODWOOD TOWNSHIP PURSUANT TO
MINNESOTA STATUTES § 414.0325

JOINT RESOLUTION
FOR ORDERLY
ANNEXATION

WHEREAS, a request from the property owner of the area proposed for designation for immediate annexation was received; and

WHEREAS, the City of Floodwood (the "City") and Floodwood Township (the "Township"), both located entirely in St. Louis County, in the State of Minnesota, desire to enter into this Joint Resolution for Orderly Annexation ("Joint Resolution"); and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the City and Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City and Township desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Floodwood, St. Louis County, Minnesota, and the Township Board of Floodwood Township, St. Louis County, Minnesota, as follows:

Section 1. Designation of Annexation Area. The City and the Township hereby designate the area legally described in **Exhibit A** and depicted on **Exhibit B** and **Exhibit C**, all attached hereto and incorporated herein by reference (the "Designated Area"), for orderly annexation pursuant to Minnesota Statutes § 414.0325.

Section 2. Acreage/Usage. The Designated Area consists of approximately 134.76 acres and the land use type is multiple use.

Section 3. No Alteration of Boundaries. The City and the Township agree that no alteration of the stated boundaries as described in this Joint Resolution is appropriate.

Section 4. Annexation. The City and Township agree that: 1) the City is hereby authorized to initiate annexation of the Designated Area, in its discretion, by filing this Joint Resolution with the Chief Administrative Law Judge; 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 Chief Administrative Law Judge is necessary and 5) the Chief Administrative Law Judge may review and comment, but shall, within thirty (30) days of receipt of this Joint Resolution, order the annexation of the Designated Area into the City in accordance with the terms of this Joint Resolution.

Section 5. Jurisdiction. The City and the Township, by submission of this Joint Resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this Joint Resolution.

Section 6. No Reimbursements. Pursuant to Minnesota Statutes § 414.036, the City and Township agree that the City shall not reimburse the Township for the loss of any tax revenue generated from the Designated Area. The City and Township further agree that 1) there are no special assessments assigned by the Township to the Designated Area and 2) the Township has incurred no debt prior to the annexation that is attributable to the Designated Area but for which no special assessments are outstanding.

Section 7. Electrical Utility Service Notice. The provisions of Minnesota Statutes § 414.0325, Subd. 1a, are not applicable to this proceeding in that there will be no change in the cost of electric utility service resulting from the annexation of the Designated Area to the City.

Section 8. Authorization. The appropriate officers of the City and Township are hereby authorized to carry the terms of this Joint Resolution into effect.

Section 9. 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.

Section 10. Venue. The venue for all actions concerning this Joint Resolution shall be St. Louis County, Minnesota.

Section 11. Entire Agreement. With respect to the Designated Area, 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.

Section 12. Dispute Resolution. The City and Township agree as follows:

12.1 Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution 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.

12.2 Mediation/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 mediation and/or binding arbitration.

12.3 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 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 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

Section 13. Modification/Amendment. This Joint Resolution shall not be modified, amended or altered except upon the written agreement of the City and the Township, duly executed and adopted by the City Council and the Township Board of Supervisors filed with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings.

Section 14. Notice. Any notice 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.

Section 15. 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.

Adopted by affirmative vote of all the members of the Floodwood Township Board of Supervisors this 3 day of August 2021.

FLOODWOOD TOWNSHIP

By: [Signature]
Chairperson
Board of Supervisor

ATTEST:

By: [Signature]
Township Clerk

Adopted by affirmative vote of the City Council of Floodwood this 24 day of August 2021.

CITY OF FLOODWOOD

By: [Signature]
Mayor

ATTEST:

By: [Signature]
City Clerk

Approved this 24 day of August 2021.

EXHIBIT A

The Southwest Quarter of the Southwest Quarter, EXCEPT the right-of-way for State Trunk Highway No. 73, Section 8, Township 51, Range 20, West of the Fourth Principal Meridian, according to the United States Government Survey thereof.

Tax parcel identification number: 360-0010-01450.

AND

All that part of the Southeast Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter lying and being southwesterly of the Great Northern Railroad right-of-way and Highway No. 2 right-of-way, Section 8, Township 51, Range 20, West of the Fourth Principal Meridian, according to the United States Government Survey thereof.

Tax parcel identification number: 360-0010-01460.

AND

That part of the Southwest Quarter of the Southeast Quarter lying and being southwesterly of the Highway No. 2 right-of-way, Section 8, Township 51, Range 20, West of the Fourth Principal Meridian, according to the United States Government Survey thereof.

Tax parcel identification number: 360-0010-01492.

AND

The Northwest Quarter of the Northwest Quarter, EXCEPT the right-of-way for State Trunk Highway No. 73, Section 17, Township 51, Range 20, AND EXCEPT that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 51, Range 20, described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Northwest Quarter; thence North, assumed bearing, along the west line of said Northwest Quarter of the Northwest Quarter 660.00 feet; thence East 660.00 feet; thence South 660.00 feet, more or less, to the south line of said Northwest Quarter of the Northwest Quarter, thence westerly, along said south line 660.00 feet, more or less, to the point of beginning. Containing 10.0 acres, more or less, and subject to an easement over State Trunk Highway No. 73 on the west and any other easements of record, if any.

AND

The Northeast Quarter of the Northwest Quarter of Section 17, Township 51, Range 20, West of the Fourth Principal Meridian, according to the United States Government Survey thereof.

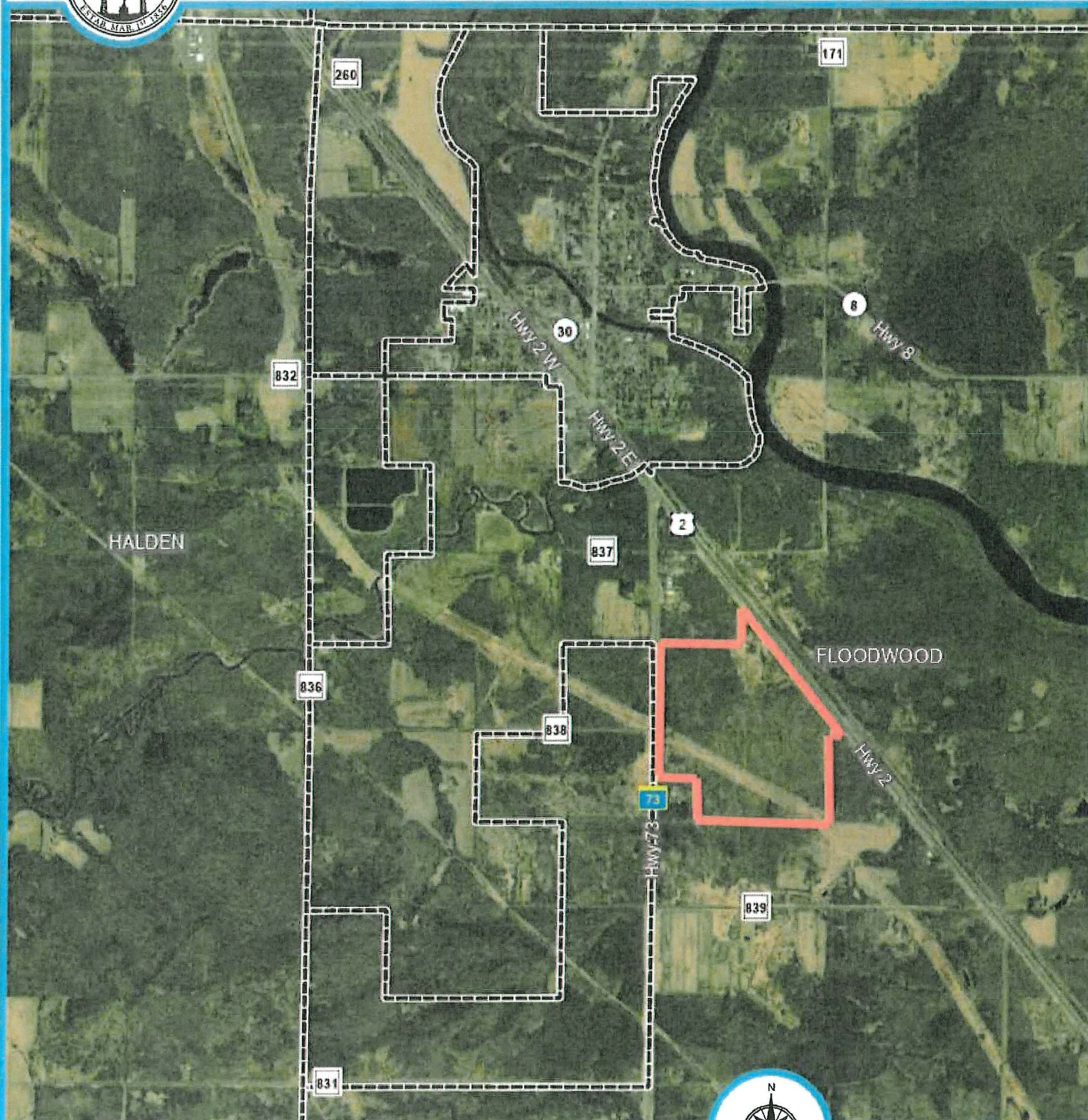
Tax parcel identification number: 360-0010-02850 (tax parcel number 360-0010-2860 has been consolidated with this tax parcel identification number 360-0010-02850).

St. Louis County, Minnesota.



County Land Explorer

St. Louis County, Minnesota



Annexation Map Overall

default author

EXHIBIT B

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

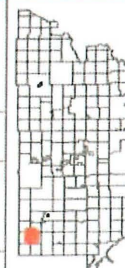


County Land Explorer
St. Louis County www.stlouiscountymn.gov/explorer Minnesota

Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

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County Land Explorer

St. Louis County, Minnesota



Enbridge Annexation

Corinne Suonvieri

EXHIBIT C

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

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