

RECEIVED

TOWNSHIP OF BRIDGEWATER
CITY OF NORTHFIELD
2009 JUL 13 AM 8:08ADMINISTRATIVE
HEARINGSCity Resolution No. 2009-057
Town Resolution No. 2009-11

**JOINT RESOLUTION OF THE TOWNSHIP OF BRIDGEWATER AND THE CITY OF
NORTHFIELD, DESIGNATING AN UNINCORPORATED AREA AS IN NEED OF
ORDERLY ANNEXATION AND CONFERRING JURISDICTION OVER SAID AREA
TO THE OFFICE OF ADMINISTRATIVE HEARINGS/MUNICIPAL BOUNDARY
ADJUSTMENTS, PURSUANT TO M.S. §414.0325**

WHEREAS, by previous joint resolution and agreement entered into between the City and Township in August 1999 and approved by the Director of Office of Strategic and Long Range Planning by Order dated September 13, 1999, Docket Nos. OA-631 and OA-631-1, attached hereto as Exhibit A, the properties legally described below were included in the designated orderly annexation area but were not made subject to immediate annexation; and

WHEREAS, the previous joint resolution provided for subsequent annexation of particular parcels upon the filing of a joint resolution for that parcel; and

WHEREAS, on March 19, 2009, the Office of Administrative Hearings/Municipal Boundary Adjustments approved the annexation of 528 acres in Greenvale Township that included the northern portion of a right-of-way known as 330th Street West; and

WHEREAS, the southern one-half of said right-of-way is located in Bridgewater Township and is known as 80th Street East; and

WHEREAS, the Township of Bridgewater and the City of Northfield desire the annexation of 80th Street East so that the entire 66 foot wide right-of-way is within City limits, as well as the annexation of Decker Avenue from 80th Street East to Minnesota State Trunk Highway No. 19, both of which are described on the attached Exhibit B, pursuant to and consistent with the terms of the above referenced Orderly Annexation Agreement ("OAA"); and

WHEREAS, all provisions of state law, including requirements for public notice and joint informational meeting, and the OAA have been satisfied.

NOW, THEREFORE, the Township of Bridgewater and the City of Northfield jointly agree to the following:

1. The Township and City have determined that the property involved in this annexation is the southern one-half of the right-of-way known as 80th Street East from Cedar Avenue (Rice County State Aid Highway No. 43) to Minnesota State Trunk Highway No. 19 and all of the right-of-way known as Decker Street from 80th Street East to Minnesota State Trunk Highway No. 19.

2. That the purpose of the annexation of the property involved in this annexation is to provide urban services and protect the public health, safety, and welfare.
3. That the property should be immediately annexed to the City for the purpose of providing urban services, including road improvements and maintenance.
4. The City and Township agree that upon execution of this Joint Resolution for Orderly Annexation the City shall be the road authority for the property involved in this annexation.
5. Upon approval by the respective governing bodies of the City and the Township, this joint resolution and agreement shall confer jurisdiction upon the Director of the Office of Administrative Hearings, Municipal Boundary Adjustments (or his or her successor designee responsible for administering Minnesota Statutes Chapter 414) so as to immediately annex the lands described in the attached Exhibit B in accordance with the terms of this joint resolution and agreement without need for any subsequent resolution(s) of the parties.
6. The City and the Township mutually state that no alteration by the director to the OAA boundaries, as illustrated on Exhibit C and described in Exhibit B, is appropriate or permitted. Should there be an error in the legal description or map the Town Board and City Council hereby authorize the Town Board Clerk and City Administrator to request a correction in same by joint letter to the Office of Administrative Hearings without further formal action of the Town Board or City Council.
7. Having designated the area illustrated on Exhibit C and described in Exhibit B as in need of orderly annexation, and having provided for all of the conditions of its annexation within this document, the parties to this agreement agree that no consideration by the director is necessary. The director may review and comment but shall within thirty (30) days order the annexation in accordance with the terms of this Resolution.

Approved and Adopted
this 23 day of June, 2009.

Approved and Adopted
this 8th day of July, 2009.

TOWNSHIP OF BRIDGEWATER

BY: Leip M. Knecht
Its Town Board Chair

AND Pamela Petersen
Its Town Board Clerk

CITY OF NORTHFIELD

BY: Mary Rossing
MARY ROSSING
Its Mayor

AND Joel Walinski
JOEL WALINSKI
Its City Administrator

EXHIBIT A

Copy of August 1999 Orderly Annexation Agreement between Township of Bridgewater and the City of Northfield AND copy of Order of the Director of the Office of Strategic and Long Range Planning dated September 13, 1999, Docket Nos. OA-631 and OA-631-1.

RESOLUTION #99-255

**TO THE MINNESOTA MUNICIPAL BOARD OR SUCCESSOR AGENCY
A JOINT RESOLUTION
OF THE CITY OF NORTHFIELD AND THE TOWNSHIP OF BRIDGEWATER
DESIGNATING AN UNINCORPORATED AREA AS IN NEED OF ORDERLY
ANNEXATION AND CONFERRING JURISDICTION OVER
SAID AREA ON THE MINNESOTA MUNICIPAL BOARD PURSUANT TO MINN.
STAT. 414.0325**

WHEREAS, the City of Northfield and the Township of Bridgewater desire to accommodate growth in the most orderly fashion; and

WHEREAS, a joint orderly annexation agreement between the parties hereto is beneficial to both parties from the standpoint of orderly planning and orderly transition of government within the area proposed to be annexed, and provides the guidelines under which such annexation shall take place; and

WHEREAS, the Parties hereto desire to enter into a binding contract which encompasses the terms of this Joint Resolution;

NOW THEREFORE BE IT RESOLVED by the City of Northfield (sometimes hereinafter referred to as "the City") and the Township of Bridgewater (sometimes hereinafter referred to as "the Township") that the property described herein is designated for orderly annexation by the City of Northfield and shall be annexed subject to the following terms and conditions:

- I. The property which is covered by this orderly annexation agreement is legally described as follows:

All that part of Section 2, Township 111 North, Range 20 West, Rice County, Minnesota, not already annexed and part of the City of Northfield. (Approximately 370 acres)

TOGETHER WITH:

That part of the Northeast Quarter of Section 11, Township 111 North, Range 20 West, Rice County, Minnesota, lying southeasterly of the southeasterly right-of-way line of Minnesota Trunk Highway 3, and lying southeasterly of the northwesterly right-of-way line of County State Aid Highway 28, not already annexed and part of the City of Northfield. (Approximately 7.5 acres)

TOGETHER WITH:

That part of the Southeast Quarter of Section 11, Township 111 North, Range 20 West, Rice County Minnesota, lying north of the northerly right-of-way line of County State Aid Highway 1 and east of the southeasterly right-of-way line of Minnesota Trunk Highway 3.

(Approximately 120 acres)

TOGETHER WITH:

All that part of Section 12, Township 111 North, Range 20 West, Rice County, Minnesota, not already annexed an part of the City of Northfield. (Approximately 280 Acres)

TOGETHER WITH:

That part of the Northwest Quarter of Section 13, Township 111 North, Range 20 West, Rice County, Minnesota, lying north of the northerly right-of-way line of County State Aid Highway 1. (Approximately 12 acres)

TOGETHER WITH:

That part of the Northeast Quarter of Section 14, Township 111 North, Range 20 West, Rice County, Minnesota, lying north of the northerly right-of-way line of County State Aid Highway 1. (Approximately 4.5 acres)

TOGETHER WITH:

All that portion of Section 34, Township 112 North, Range 20 West, Rice County, Minnesota, lying northeasterly of the centerline of Minnesota State Highway #19. (Approximately 220 acres)

TOGETHER WITH:

All that portion of Section 35, Township 112 North, Range 20 West, Rice County, Minnesota, lying north and northeasterly of the centerline of Minnesota State Highway #19 and not already annexed to the City of Northfield. (Approximately 365 acres)

(All of which property is hereinafter referred to as "the Property") (Approximately 1,379 acres total).

- II. The City of Northfield and the Township of Bridgewater hereby agree that the following described property, which is included within the orderly annexation area described above, be immediately annexed to the City of Northfield:

- a. All that part of the Northeast Quarter of Section 11, Township 111 North, Range 20 West, Rice County, Minnesota, not already annexed and part of the City of Northfield.

Said tract contains 7.5 acres more or less.

This property described in this Section II. a shall be zoned as Highway Commercial (C-3).

TOGETHER WITH:

- b. That Part of the North Half of the Southeast Quarter of Section 11, Township 111 North, Range 20 West, Rice County, Minnesota, Described as follows:

Beginning at the intersection of the southeasterly right-of-way line of Trunk Highway No. 3 and the north line of said North Half; thence easterly on an assumed azimuth from north of 89 degrees 59 minutes 25 seconds along said north line 719.62 feet; thence southerly 179 degrees 04 minutes 41 seconds azimuth 438.27 feet; thence southwesterly 206.83 feet on a tangential curve concave northwesterly having a radius of 290.00 feet and a central angle of 40 degrees 51 minutes 48 seconds; thence southwesterly 219 degrees 56 minutes 29 seconds azimuth 538.55 feet; thence southwesterly 149.42 feet on a tangential curve concave southeasterly having a radius of 210.00 feet and a central angle of 40 degrees 46 minutes 06 seconds; thence southerly 179 degrees 10 minutes 23 seconds azimuth 133.55 feet to the south line of said North Half; thence westerly 269 degrees 57 minutes 50 seconds azimuth along said south line 1307.53 feet to the said southeasterly right-of-way line of Trunk Highway No. 3; thence northerly 347 degrees 21 minutes 17 seconds azimuth along said southeasterly right-of-way line 56.94 feet; thence northeasterly 39 degrees 56 minutes 21 seconds azimuth along said southeasterly right-of-way line 934.43 feet; thence southeasterly 129 degrees 56 minutes 21 seconds azimuth along said southeasterly right of way line 55.00 feet; thence northeasterly 39 degrees 56 minutes 21 seconds azimuth along said southeasterly right of way line 264.82 feet; thence northwesterly 309 degrees 56 minutes 21 seconds azimuth along said southeasterly right-of-way line 55.00 feet; thence northeasterly 39 degrees 56 minutes 21 seconds azimuth along said northeasterly right of way line 442.14 feet to the point of beginning.

Said tract contains 32.89 acres more or less.

The property described in this Section II. b shall be zoned Highway Commercial-Planned Development Zone #1 (C-3/PDZ #1) immediately upon annexation, provided that if the proposed PDZ has not received final plat approval and site plan approval, and met all other requirements for development of the PDZ by March 1, 2001 then the zoning designation for the subject property shall revert to (AG) Agricultural without further action by the City.

- III. The City of Northfield may annex up to 150 acres of land in each of the following five (5) year time periods, with no more than sixty (60) acres of land to be annexed in any one calendar year:

JUL 13 2009

- A. 1999 through December 31, 2004
- B. January 1, 2005 through December 31, 2009
- C. January 1, 2010 through December 31, 2014
- D. January 1, 2015 through December 31, 2019

Any unused acreage from any five (5) year period shall not accumulate and shall not be carried forward to another five (5) year period.

- IV. No part of the Property may be annexed to the City of Northfield unless a minimum of two-thirds of the land owners owning a minimum of two-thirds of the land in the area to be annexed request annexation. All land to be annexed shall be reasonably compact in size and, after the annexation, should not isolate any other parcels of land. Notwithstanding any other provision of this Agreement, however, nothing herein shall prevent the City from annexing any property per Minnesota Statutes Section 414.033, Subd. 2, (2), which specifically allows the annexation by ordinance of land that is completely surrounded by land within the municipal limits. In addition nothing herein shall prevent the City from annexing property owned by the State of Minnesota or the United States of America, pursuant to Minnesota Statutes, Section 414.033. In addition, any parcels of land that are located within the Township of Bridgewater that are owned by the City on or before the date of this Agreement may be annexed by the City of Northfield pursuant to Minnesota Statutes Section 414.033.
- V. The City of Northfield agrees that during the term of this Agreement no annexations, other than through this Orderly Annexation Agreement, shall be requested or take place from the Township of Bridgewater to the City of Northfield, except in such cases where the annexation is ordered by the State of Minnesota without petition by the City, and except as provided in Section IV.
- VI. The Township of Bridgewater agrees that it will not allow annexation of any part of the following land within the City of Northfield's Planned Urban Boundary/Urban Expansion Boundary to any other jurisdiction:

All of the Property described in Section I.

TOGETHER WITH:

The West Half of Section 3, Township 111 North, Range 20 West, Rice County, Minnesota.

TOGETHER WITH:

The east half of Section 34, Township 112 North, Range 20 West, Rice County, Minnesota, lying south of the centerline of Minnesota State Highway #19.

- VII. The City of Northfield agrees that the subdivisions known as Bittersweet and Timberlane, located in Section 12, Township 111 North, Range 20 West, Rice County, Minnesota, will not be annexed by the City of Northfield until such time as land surrounding these

developments has been annexed, including the adjacent property to the south of County State Aid Highway #1, except that nothing shall prevent a two-thirds majority of the property owners within each of the subdivisions named above from requesting annexation to the City of Northfield, in which case this Agreement shall not prevent the annexation of one or both of these subdivisions pursuant to any means provided by law, and except where annexation is ordered by the State of Minnesota without petition by the City.

- VIII. The parties hereby confer jurisdiction on the Municipal Board or its successor agency over annexation of the Property and over the various provisions of this Agreement. The Property is adjacent to the City of Northfield.
- IX. All annexation within the Property will be consistent with the City's policies concerning the extension of municipal utilities.
- X. The City of Northfield will construct and provide water, sanitary sewer, storm sewer and street improvements to the Property as requested by the owner, pursuant to state and local law, in the discretion of the City and based on the policies of the City then in effect.
- XI. For each annexation that occurs under this Agreement, the electric utility service notice as required by Minnesota Statutes Section 414.0325, Subd. 1a, will be satisfied.
- XII. The parties agree to the following division of tax revenues from the Property and payment of special assessments for local improvements to the Property:
- (A) (1) Property Taxes: After annexation, the tax capacity rate applicable to parcels within the Property which have been developed for residential use and are occupied as of the date of this Agreement shall be increased in substantially equal proportions each year of a six year period until it equals the tax capacity rate of the City of Northfield. The tax capacity rate applicable to other parcels within the Property shall be increased in substantially equal proportions each year of a six year period until it equals the tax capacity rate of the City of Northfield, provided that when substantially all municipal services are available to any such parcel(s), as determined by the City Engineer, the tax capacity rate applicable to those parcel(s) shall thereupon be increased immediately to the tax capacity rate of the City of Northfield.
- (2) The Property or any portion thereof shall be taxed at the tax capacity rate as described above, and the City shall receive all local property taxes payable on the Property, until the second full calendar year after the year in which a Certificate of Occupancy is issued for the Property or any portion thereof. Beginning with the second full calendar year after the year in which a Certificate of Occupancy is issued for the Property or any portion thereof, the Township shall receive property taxes on such Property or portion thereof for a six year period to the extent of the Township's tax capacity rate each year multiplied by the tax capacity of the Property or portion thereof in each year of the six year period, except that for single family residential properties the reimbursement shall be based on the tax capacity multiplied by the

Township's tax capacity rate established for the second calendar year after a Certificate of Occupancy has been issued for the Property or any portion thereof that is single family residential, and this same amount shall be paid to the Township in each year of the six year period regardless of the exact amount collected by the City of Northfield. The City of Northfield shall receive all property taxes in excess of any amounts payable to the Township pursuant hereto, and all property taxes payable from and after the expiration of any applicable six year period.

In the event that no Certificate of Occupancy has been issued for the Property or any portion thereof within six (6) years of the effective date of each annexation, then beginning in the seventh year after the effective date for each annexation the Township shall receive property taxes from the Property or any portion thereof for which a Certificate of Occupancy has not already been issued for a six year period to the extent of the Township's tax capacity rate each year multiplied by the tax capacity of the Property or portion thereof in each year of the six year period, except that for single family residential properties the reimbursement shall be based on the most recent tax capacity multiplied by the most recent tax capacity rate established and this same amount shall be paid to the Township in each year of the six year period regardless of the exact amount collected by the City of Northfield. The City of Northfield shall receive all property taxes in excess of any amounts payable to the Township pursuant hereto, and all property taxes payable from and after the expiration of any applicable six year period.

For the purposes of this Agreement the term "single family residential" shall be defined as single family detached dwelling units consisting of one dwelling unit per lot and single family attached units consisting of two dwelling units connected by a common wall with each dwelling unit located on a separate lot.

- (B) Utility and Street Assessments: The Property will be assessed for utility and street improvements when said improvements have been determined by the City to benefit the Property as required by Minnesota Statutes Chapter 429.

- XIII. The Property shall be zoned according to normal zoning procedures established in the Northfield Zoning Ordinance. The City of Northfield Comprehensive Plan shall guide the City in arriving at the appropriate zoning of the Property. When the Property is annexed to the City, it will be zoned Agricultural, unless another zoning designation is specified at the time of annexation.
- XIV. This Agreement will go into effect on the date that the Orderly Annexation Agreement is approved by the Minnesota Municipal Board or its successor agency. Each subsequent annexation within the Property designated by this Agreement must be reviewed and approved by the Municipal Board or its successor agency.
- XV. The City of Northfield and the Township of Bridgewater agree that no alteration of the stated boundaries of the Property is appropriate. Furthermore, the parties agree that no

consideration by the Municipal Board or its successor agency is necessary. Upon receipt of this resolution, passed and adopted by each party, the Municipal Board or its successor agency may review and comment, but shall, within thirty (30) days, make an order, including the immediate annexation stated in Section II, in accordance with the terms of this joint resolution.

Future annexations will be accomplished by submission of a joint resolution for orderly annexation to the Municipal Board or its successor agency from the City and the Township. In any case where there is a disagreement between the City and the Township as to an area proposed for annexation under the terms of this Agreement, either the City or the Township or both may submit a resolution to the Municipal Board or its successor agency to consider said annexation, pursuant to Minnesota Statutes, Section 414.0325; and specifically Subdivision 2 of Minnesota Statutes, Section 414.0325 shall apply for hearing purposes. The submission of a resolution by either the City or the Township, or both the City and the Township to the Municipal Board or its successor agency to consider an annexation under the terms of this Agreement shall confer jurisdiction to the Municipal Board or its successor agency over said annexation.

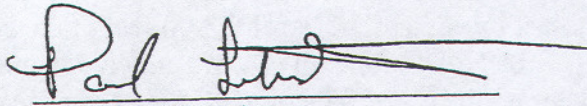
In regard to the subdivisions known as Bittersweet and Timberlane, any future annexation will occur subsequent to compliance with the terms of Section VII and the previous paragraph.

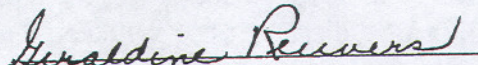
- XVI. The City of Northfield and the Township of Bridgewater agree to work with all other appropriate jurisdictions to protect Spring Brook Creek and the Spring Brook Creek Watershed.
- XVII. The City of Northfield will reimburse the Township Bridgewater for its costs, limited to attorney's fees and extra meeting costs incurred in relation to this Orderly Annexation Agreement, up to \$3,500.00.
- XVIII. Any tax payments due to the Township per Section XII. of this Agreement will be made within 30 days of receipt by the City of the tax distribution from Rice County.
- XIX. This Agreement will automatically expire on December 31, 2019; however, nothing herein shall prevent the City of Northfield and the Township of Bridgewater from amending this Agreement during its term.
- XX. This Resolution shall be a binding contract upon the Parties herein, and may be enforced in either Law or Equity, notwithstanding future amendments in Minnesota Statutes, except as specifically provided otherwise in this Agreement.

JUL 13 2009

Approved by the Township of Bridgewater this 25 day of August, 1999.

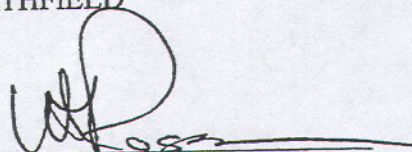
TOWNSHIP OF BRIDGEWATER

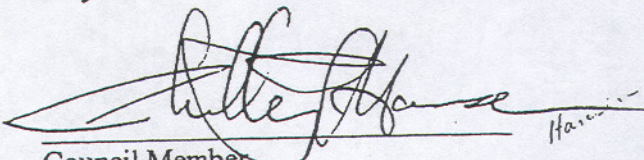
By: 
Town Board Chair

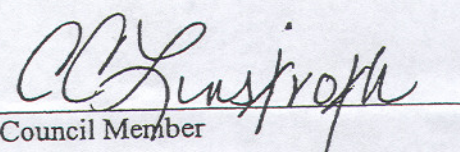
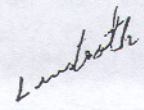
By: 
Town Board Clerk

Approved by the City of Northfield this 24 day of August, 1999.

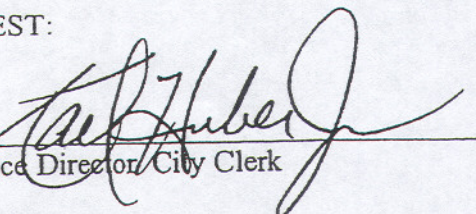
CITY OF NORTHFIELD

By: 
Mayor

By: 
Council Member

By:  
Council Member

ATTEST:


Finance Director/City Clerk

REC'D BY
MCA JUL 13 2009

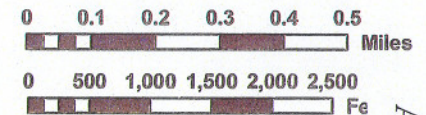
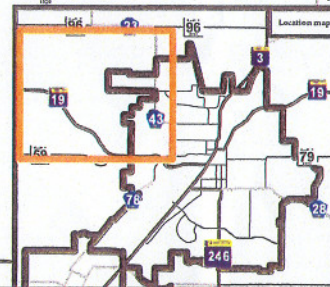
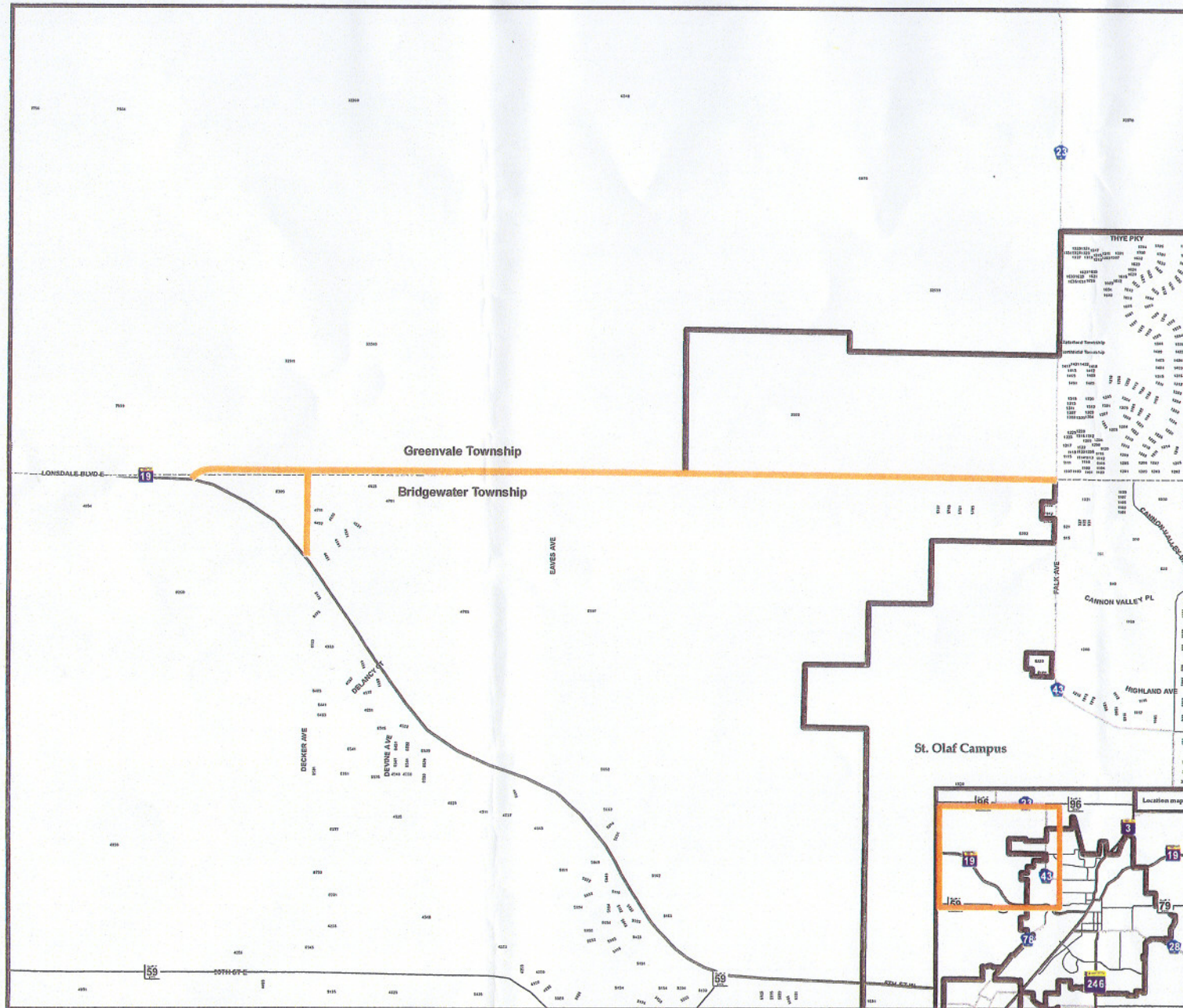
EXHIBIT B

Legal description of property subject to immediate annexation:

The North 33.00 feet of the NE $\frac{1}{4}$ of Section 35; and the North 33.00 feet of the NW $\frac{1}{4}$ of Section 35; and the North 33.00 feet of the NE $\frac{1}{4}$ of Section 34; and the North 33.00 feet of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34; and a 66.00 foot wide strip of land over and across the N $\frac{1}{2}$ of Section 34, the centerline of which is described as follows:

Beginning at the Northwest corner of the NE $\frac{1}{4}$ of said Section 34; thence south 00 degrees 29 minutes 36 seconds west, assumed bearing, along the west line of said NE $\frac{1}{4}$ of Section 34, a distance of 585.99 feet; thence southwesterly long a tangential curve, concave to the northwest, having a radius of 150.00 feet, a central angle of 50 degrees 09 minutes 58 seconds, a distance of 131.33 feet; thence south 50 degrees 39 minutes 34 seconds west, a distance of 79.75 feet to the centerline of Minnesota Trunk Highway No. 19 and there terminating; all in Township 112, Range 20, Rice County, Minnesota.

Site Location Map North Ave. Right-of-Way

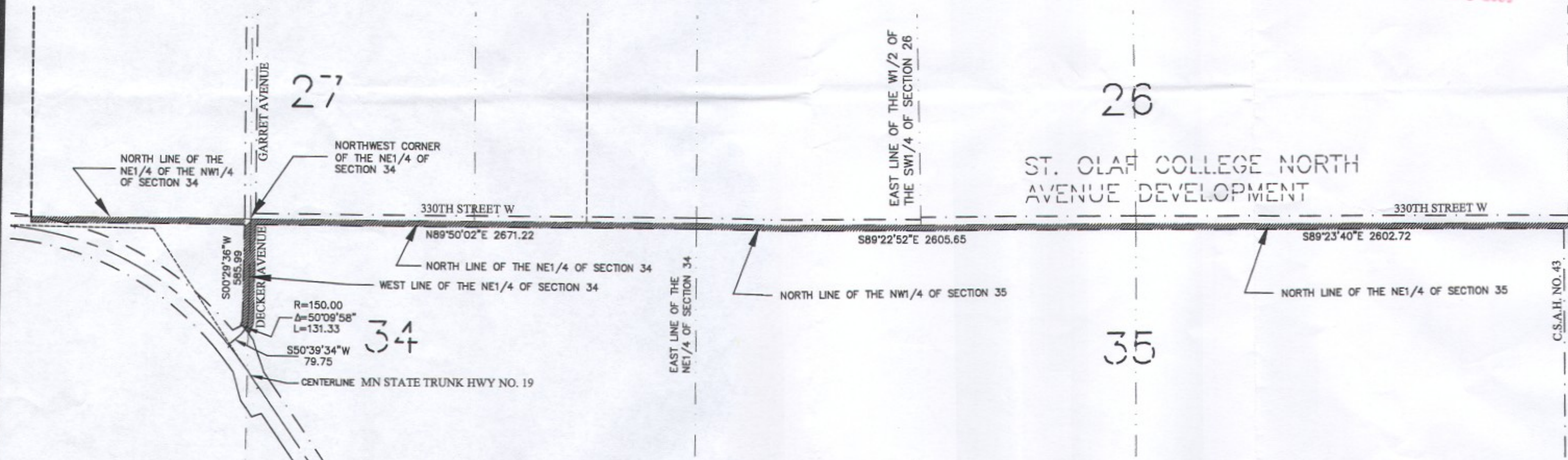


APPROVED BY
JUL 13 2009

JUL 13 2009

SKETCH FOR CITY OF NORTHFIELD

REC'D BY
MSA JUL 13 2009



RIGHT-OF-WAY DESCRIPTION

THE NORTH 33.00 FEET OF THE NE1/4 OF SECTION 35;
AND THE NORTH 33.00 FEET OF THE NW1/4 OF SECTION 35;
AND THE NORTH 33.00 FEET OF THE NE1/4 OF SECTION 34;
AND THE NORTH 33.00 FEET OF THE NE1/4 OF THE NW1/4 OF SECTION 34;
AND A 66.00 FOOT WIDE STRIP OF LAND OVER AND ACROSS THE N1/2 OF SECTION 34, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE NE1/4 OF SAID SECTION 34; THENCE S00°29'36"W, ASSUMED BEARING, ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 34, A DISTANCE OF 585.99 FEET;
THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 50°09'58", A DISTANCE OF 131.33 FEET; THENCE S50°39'34"W, A DISTANCE OF 79.75 FEET TO THE CENTERLINE OF MINNESOTA TRUNK HIGHWAY NO. 19 AND THERE TERMINATING; ALL IN TOWNSHIP 112, RANGE 20, RICE COUNTY, MINNESOTA.

NOTE: THIS IS IS NOT A SURVEY. THIS IS INTENDED FOR INFORMATIONAL PURPOSES ONLY.

JOB# L68-1-08N

S:\Projects\Cts\Greenvale-Dakota\27-112-20\ACAD\dwg\L68-1-08N-ROW-acquisition.dwg

**Bohlen
Surveying & Associates**

31432 Foliage Avenue
Northfield, MN 55057

Phone: (507) 645-7768
Email: info@bohlen.us

1584 Cliff Road E.
Burnsville, MN 55337

Phone: (952) 895-9212
Fax: (952) 895-9259