

**RESOLUTION NO. #2000-209**

**A JOINT RESOLUTION OF THE CITY OF NORTHFIELD  
AND THE TOWNSHIP OF GREENVALE TO THE OFFICE OF  
MINNESOTA PLANNING DESIGNATING AN  
UNINCORPORATED AREA AS IN NEED OF ORDERLY  
ANNEXATION PURSUANT TO MINN. STAT. 414.0325**

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

WHEREAS, the City and Township agree that the area described herein is in need of orderly annexation; and

WHEREAS, an orderly annexation agreement between the parties 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 and intend the terms of this Joint Resolution to be a binding contract between the parties.

NOW, THEREFORE, BE IT RESOLVED by the City of Northfield ("City") and the Township of Greenvale ("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 (this agreement is hereinafter referred to as the "Orderly Annexation Agreement" or "Agreement"):

1. The property covered by this Orderly Annexation Agreement ("Annexation Area") is legally described as follows:

That part of the south half of the Southeast Quarter of Section 26, Township 112 North, Range 20 West, Dakota County, Minnesota lying easterly of a line described as commencing at the south quarter corner of said Section 26; thence on an assumed bearing of North 89 degrees 22 minutes 52 seconds West, along the south line of the Southwest Quarter of Said Section 26, a distance of 1302.82 feet to the west line of the Southeast Quarter of the Southwest Quarter of said Section 26; thence North 0 degrees 19 minutes 28 seconds West, along said west line of the Southeast Quarter of the Southwest Quarter of Section 26 and its northerly extension, a distance of 1518.00 feet; thence South 89 degrees 22 minutes 52 seconds East, parallel with said south line of the Southwest Quarter of Section 26, a distance of 1722.00 feet to the point of beginning of the line to be described; thence South 0 degrees 19 minutes 28 seconds East, parallel with said west line of the Southeast Quarter of the Southwest Quarter of Section 26, a distance of 1517.90 feet to the south line of the Southeast Quarter of said Section 26 and said line there terminating. (66.196 acres) (St. Olaf Alumni Housing).

## TOGETHER WITH:

That part of the south half of Section 26, Township 112 North, Range 20 West, Dakota County, Minnesota described as beginning at the south quarter corner of said Section 26; thence on an assumed bearing of North 89 degrees 22 minutes 52 seconds West, along the south line of the Southwest Quarter of said Section 26, a distance of 1302.82 feet to the west line of the Southeast Quarter of said Southwest Quarter of Section 26; thence North 0 degrees 19 minutes 28 seconds West, along said west line of the Southeast Quarter of the Southwest Quarter of Section 26 and its northerly extension, a distance of 1518.00 feet; thence South 89 degrees 22 minutes 52 seconds East, parallel with said south line of the Southwest Quarter of Section 26, a distance of 1722.00 feet; thence South 0 degrees 19 minutes 28 seconds East, parallel with said west line of the Southeast Quarter of the Southwest Quarter of Section 26, a distance of 1517.90 feet to the south line of the Southeast Quarter of said Section 26; thence North 89 degrees 23 minutes 40 seconds West, along said south line of the Southeast Quarter of Section 26, a distance of 419.17 feet to the point of beginning. (60.00 acres) (Hospital Site).

## TOGETHER WITH:

The north half of the Southwest Quarter of Section 25, Township 112 North, Range 20 West, Dakota County, Minnesota. (80 acres) (Pavek Property)

The total area subject to annexation pursuant to this Agreement is approximately 206.196 acres. The Annexation Area described in this Section will initially be zoned Agricultural upon annexation unless another zoning district is specified at the time of annexation, except for the Hospital Site and the St. Olaf Site as described in Paragraph 7 herein.

2. Subject to the provisions of Paragraph 3 herein relating to the Hospital Site, the City of Northfield may annex all or any part of the Annexation Area at any time prior to the expiration of this Agreement on September 1, 2005 upon request of the property owner.
3. The Hospital Site is being annexed solely for a hospital and accompanying medical clinics and related health care facilities. No portion of the Hospital Site may be annexed by the City until all necessary approvals have been obtained from the City and other regulating entities, any required development contract and financial securities have been executed and a building permit is issued by the City for the construction of a hospital.
4. Except for the Orderly Annexation Agreement between the City of Northfield and the Township of Greenvale adopted on December 11, 1978 and January 15, 1979, respectively, during the term of this Agreement no annexations other than through this Orderly Annexation Agreement, shall be required or take place from the Township of Greenvale to the City of Northfield.

5. The parties hereby confer jurisdiction on the Office of Minnesota Planning over annexation of the Annexation Area and over the various provisions of this Agreement. The property in the Annexation Area is adjacent to the City of Northfield.
6. All annexations within the Annexation Area will be consistent with the City's policies concerning the extension of municipal utilities.
7. Except for the Hospital and St. Olaf Alumni Housing Sites, the Township, through its existing official controls, will continue to exercise planning and land use control until the property in the Annexation Area is annexed into the City. Both the Hospital and St. Olaf Alumni Housing Sites will be excluded from the Township's planning and land use controls upon the effective date of this Agreement. The Township consents to the extension of the City's zoning, subdivision and other official controls to the Hospital and St. Olaf Alumni Housing Sites upon the effective date of this Agreement.
8. The parties agree to the following division of tax revenues from those portions of property in the Annexation Area that are annexed to the City of Northfield pursuant to this Agreement:
  - A. The City shall receive all local property taxes payable on any annexed 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 of the six year period, except that for single family residential properties the reimbursement shall be based on the tax capacity of the property or a portion thereof 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 annexed 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 property's most recent tax capacity multiplied by the Township's most recently established tax capacity rate and the

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. The payments to the Township specified in Paragraph (A) above shall only be applicable to taxable properties and shall not apply to tax exempt properties. The Dakota County Assessor's valuation of the tax capacity of annexed property or portion thereof used in the calculations in Paragraph (A) above shall not include the valuation of tax capacity for tax exempt property.
  - C. The City of Northfield's tax capacity rate applicable to property annexed pursuant to this Agreement shall be increased in substantially equal proportions each year of a two-year period until it equals the tax capacity rate of the City of Northfield.
- 9. Property annexed to the City pursuant to this Agreement will be assessed for utility and street improvements when said improvements have been determined by the City to benefit the annexed property as required by Minnesota Statutes Chapter 429.
  - 10. Upon the effective date of this Agreement, all right, title and interest the Township has to the right-of-way of that portion of 330th Street located within the Township between Dakota County Highway #23 and Minnesota State Highway #19 is transferred to the City. The Township will have no future interest in, control over or liability for the right-of-way, all of which is being transferred to the City. This roadway is designated as a collector in the transportation section of the City's Comprehensive Plan, which will be constructed to a 10-ton road design standard, and as such will allow use by agricultural traffic within this limit. The parties agree that property within the Township having frontage solely on this transferred roadway and not otherwise abutting the City's municipal boundary will not be considered to be abutting the City for purposes of Minn. Stat. Ch. 414 until land in Bridgewater Township having frontage on the south side of the transferred roadway is annexed to the City. At the time land in Bridgewater Township having frontage on this transferred roadway is annexed to the City, all parcels within Greenvale Township having frontage on said roadway and which are immediately north of the property annexed to the City from Bridgewater Township shall be considered to be abutting the City for purposes of Minn. Stat. Ch. 414.
  - 11. This Agreement will go into effect on the date that the Orderly Annexation Agreement is approved by the Office of Minnesota Planning

12. The City of Northfield and the Township of Greenvale agree that no alteration of the stated boundaries of the Annexation Area is appropriate. Furthermore, the parties agree that no consideration by the Office of Minnesota Planning is necessary. Upon receipt of this Agreement, passed and adopted by each party, the Office of Minnesota Planning may review and comment, but shall, within thirty (30) days, make an order in accordance with the terms of the Joint Resolution.
13. Annexations will be accomplished by submission of a resolution for orderly annexation to the Office of Minnesota Planning from the City of Northfield. The City shall not be required to obtain any additional resolutions or other similar approvals from the Township in order for the City to annex property pursuant to the terms of this Agreement. The submission of a resolution by the City to the Office of Minnesota Planning to consider an annexation under the terms of this Agreement shall confer jurisdiction to the Office of Minnesota Planning over said annexation. An annexation shall be deemed completed as of the date fixed in the annexation order by the Office of Minnesota Planning.
14. The City of Northfield will reimburse the Township of Greenvale for its costs, limited to attorney's fees and extra meeting costs incurred in relation to this Orderly Annexation Agreement up to \$5,500.00. This amount is related only to such costs associated with the preparation and signing of this Agreement and not any costs incurred by the Township for subsequent annexations under this Agreement. The reimbursement shall be paid within 30 days upon the receipt of invoices documenting said costs.
15. Except for the provisions in paragraphs 8 and 10, this Agreement will automatically expire on September 1, 2005; however, nothing herein shall prevent the City of Northfield and the Township of Greenvale from amending this Agreement during its term.
16. For each annexation that occurs pursuant to this Agreement, the electric utility service notice as required by Minnesota Statutes Section 414.0325, Subd. 1a, will be satisfied.
17. 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.

Approved by the Town of Greenvale this 18 day of July, 2000.

TOWN OF GREENVALE

By: Bernard Budin  
Bernard Budin  
Town Board Supervisor

By: Robert L. Winter  
Robert L. Winter  
Town Board Supervisor

By: Richard Moore  
Richard Moore  
Town Board Supervisor

ATTEST:

Edith Nelson, Clerk  
Edith Nelson, Clerk

Approved by the City of Northfield this 17<sup>th</sup> day of July, 2000.

CITY OF NORTHFIELD

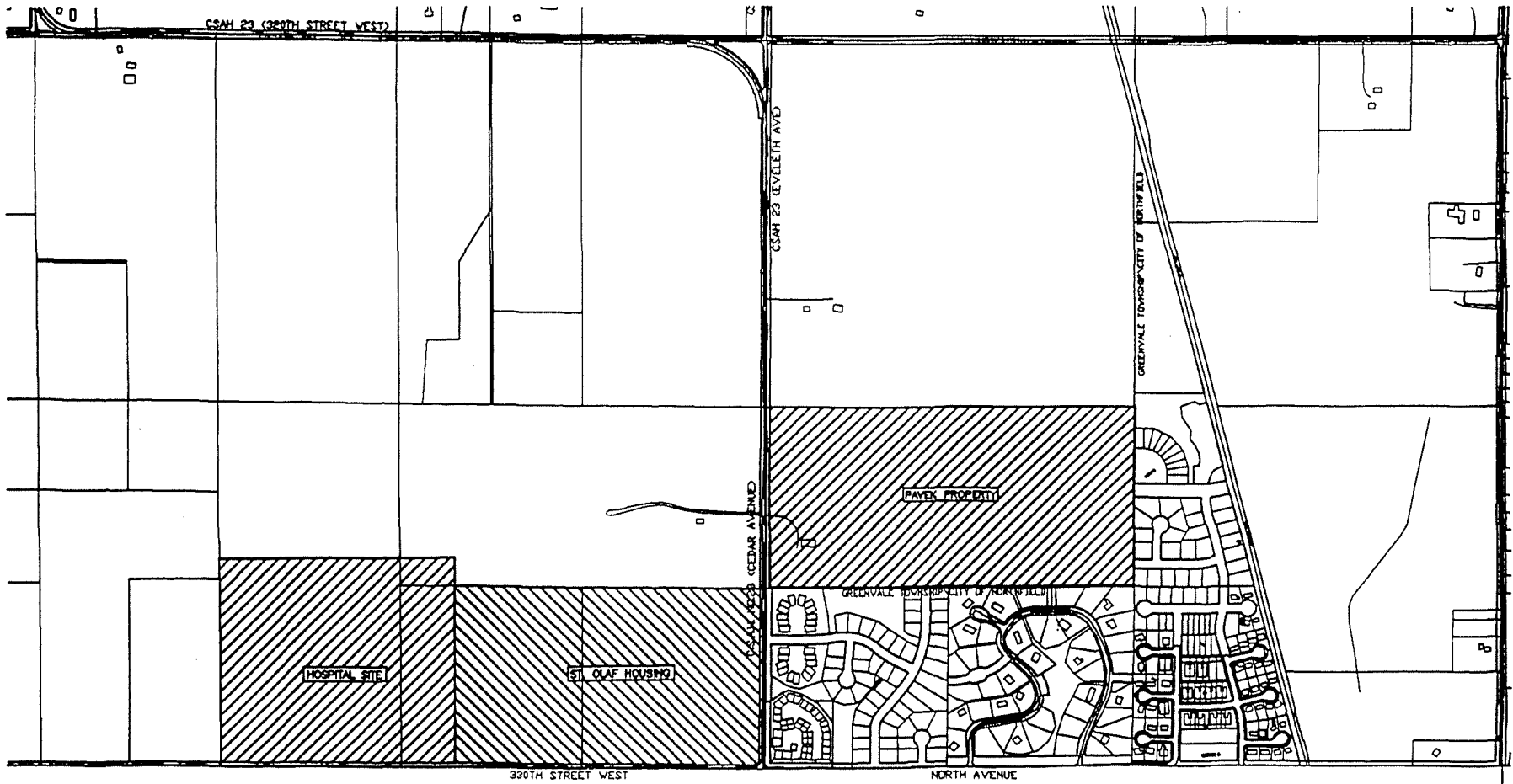
By: W. K.  
Mayor

By: Peg Proue  
Council Member

By: Galen Malecha  
Council Member

ATTEST:

Carl Huber Jr.  
Finance Director/ City Clerk



RECD BY JUL 24 2000  
MARR

REC'D. BY  
MMB JUL 24 2000

