

## JOINT RESOLUTION BETWEEN THE TOWNSHIP OF MEDFORD AND THE CITY OF MEDFORD, DESIGNATING AN AREA FOR ORDERLY ANNEXATION.

The Township of Medford ( hereinafter referred to as the "Township"), and the City of Medford (hereinafter referred to as the "City"), hereby jointly agree to the following:

1. **Designated Area.** The following described area (hereinafter referred to as the "Designated Area") in the Township shall be and hereby is designated as appropriate for annexation by the City, pursuant to the terms and conditions of this joint resolution, and pursuant to Minnesota Statute Section 414.0325:

All that part of Section 4, Township 108 N, Range 20 W, Steele County, Minnesota, lying south and west of Medford Creek and also west of the Straight River north of the confluence of Medford Creek.

All of Sections 5, 8, 16, and 17, Township 108 N, Range 20 W, Steele County, Minnesota.

All that part of Section 9, Township 108 N, Range 20 W, Steele County, Minnesota, lying west of Medford Creek.

Excepting therefrom all those parts thereof now within the corporate limits of the City of Medford, Minnesota.

2. **Reasons for Designation.** The Designated Area is appropriate for designation for orderly annexation because the City's comprehensive plan identifies portions of this area as an urban service area with a mix of residential, commercial, and industrial uses. Current development trends include growth along the Interstate 35 corridor and continued growth of residential housing.
3. **Jurisdiction of Municipal Boundary Adjustments.** The Township and the City do, upon their adoption of this joint resolution, and upon acceptance by the Minnesota Office of Municipal Boundary Adjustments, confer jurisdiction upon the Chief Administrative Law Judge of the Minnesota Office of Administrative Hearings over the Designated Area so as to accomplish said orderly annexation in accordance with the terms of this joint resolution.
4. **Powers of Chief Administrative Law Judge of the Minnesota Office of Administrative Hearings.** No consideration of the proposed annexation by the Chief Administrative Law Judge of the Minnesota Office of Administrative Hearings is necessary although the Chief Administrative Law Judge of the Minnesota Office of Administrative Hearings may review and comment but may not alter the boundaries of

the proposed annexation. Within thirty (30) days, the office of Municipal Boundary Adjustments shall order the annexation in accordance with the terms of this joint resolution.

5. **Term.** This joint resolution shall be in effect for ten (10) years commencing November 1, 2019. After nine (9) years, the agreement shall be reviewed by the Township and City to consider an extension of this joint resolution.
6. **Conditions for Annexation.** The City may conduct an annexation of parcels within the Designated Area at any time during the term of this joint resolution. An annexation shall be uncontested by the Township provided:
  - a. All of the landowners of the parcel(s) to be annexed have petitioned for annexation;  
  
or,
  - b. Construction of local improvements benefits the property and permit assessments for all or a portion of the cost of the local improvements.

In the event that the basis for annexation is a petition for annexation by the landowners and the property is undeveloped at the time the petition is received by the City, a development concept plan shall be completed for the area being annexed, denoting the proposed land uses, major street patterns, and storm drainage patterns.

7. **Compliance with Minnesota Law.** By execution of this joint resolution, the Township and City acknowledge that they have complied with all requirements of Minnesota law pertaining to adoption of this joint resolution, including publishing notice of the joint resolution.
8. **Uses within Designated Area.** The following provisions shall apply within the Designated Area:
  - A. **Continuation of Farming Operations Prior to Annexation.** Nothing herein is intended to limit a property owner's agricultural use of property prior to annexation of that property. Any farm land that is in existence at the time of the execution of this Agreement may continue to be farmed and developed as a farming enterprise including the construction of agricultural buildings, the maintenance of livestock, the employment of manure storage facilities and any and all agricultural practices that are employed by the land owner or their successors or assigns subsequent to the execution of this Agreement, provided, that such activities are in accord with federal and state laws.

- B. Setbacks from Registered Animal Feedlots. No new residential homes shall be constructed within 1,000 feet of a facility that is required to be registered as an animal feedlot pursuant to Minnesota Rule 7020.0350. This provision is not intended to apply to new residential structures constructed on the same parcel as the agricultural structures. For purposes of enforcing this provision, the distance between a residential home and a registered animal feedlot shall be measured from the boundary of each building site.
  - C. Development. Existing businesses and farms located within the Designated Area may expand as necessary in accordance with federal, state and local laws.
  - D. Development of Annexed Properties. The City and the Township shall both adopt a policy which requires that Developers seeking to develop land within the Designated Area provide notice to potential builders and homeowners that their land is located in an agricultural area and as such is subject to sounds and smells associated with agricultural production. These policies will require that this notification be incorporated into each party's developer's agreements.
  - E. Existing Rural Uses. The parties acknowledge that certain uses may exist within the Designated Area that may lead to conflict as residential properties are developed adjacent to these uses. The City and the Township acknowledge that Minnesota Statutes Section 462.357 Subd. 1c provides that a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by amortization which use was lawful at the time of its inception. In addition, the City and Township agree to work in good faith to address issues that may arise as anticipated property use conflicts arise.
  - F. Drainage Plans. For all plats of property annexed into the City from the Township, drainage and grading plans will be presented to the City and the Township for review and comment regarding the potential for impact on other property located within the Township. The City will in good faith consider comments from the Township in reviewing the drainage and grading plans for the plat. At the request of the Township, the City personnel shall meet with the Township to discuss concerns raised by the Township.
9. Maintenance of Town Roads. In the event that the City annexes property abutting a town road to the middle of the town road, the Township and City shall share equally in the cost of maintaining the road. The Township and City recognize that there may be instances where city development imposes an undue burden on town roads that serve the annexed property; in that event the parties agree to negotiate in good faith regarding the respective responsibilities for maintenance of the road.

10. Planning and Land Use Control.

- A. Steele County to Maintain Authority. Until a parcel is annexed into the City, planning and land use control on all parcels within the Designated Area shall be under the jurisdiction and control of Steele County, and Steele County's land use ordinances shall apply. Steele County shall provide notice to the Township and City regarding all zoning or building requests, and the Township and City shall have the opportunity to comment on each request. Due consideration shall be given by Steele County of the Township and City comments before acting upon the zoning or building request.
- B. Creation of Joint Planning Board. The City and Township may establish a Joint Planning Board to facilitate cooperation between the City and the Township regarding development within the Designated Area. The Board shall consist of two representatives from the City and two representatives from the Township. The Joint Planning Board shall be advisory in nature and shall not exercise any planning or land use authority. The Joint Planning Board shall review zoning and building requests within the Designated Area as noticed by Steele County and may provide recommendations to the City and Township.

11. Compensation to Township. In the event that the City annexes property within the Designated Area, the City shall pay to the Township an amount equal to fifteen (15) times the Township's tax revenue generated by the annexed parcel in the year prior to annexation. Payments may be spread over a maximum three (3) year period.

12. Filing Fees. The Township and City shall be equally responsible for all filing fees and publication fees incurred relating to this joint resolution.

TOWNSHIP OF MEDFORD

Passed and adopted by the Township  
of Medford this 10<sup>th</sup> day of  
September, 2019.

BY: Steven Jasts  
Its Chairman

ATTEST: Haley Buorman  
Town Board Clerk

CITY OF MEDFORD

Passed and adopted by the City  
of Medford this 20<sup>th</sup> day of  
August, 2019.

BY: [Signature]  
Its Mayor

ATTEST: [Signature]  
City Clerk

