

APPENDIX G:

ORDERLY ANNEXATION AGREEMENT

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by OAH on September 8, 2017

TOWN OF ST. LAWRENCE RESOLUTION NO. 5-11-2017
CITY OF JORDAN RESOLUTION NO. 6-29-2017
MUNICIPAL BOUNDARY ADJUSTMENTS DOCKET NO. _____

**JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN
THE TOWN OF ST. LAWRENCE
AND THE CITY OF JORDAN, MINNESOTA**

WHEREAS, the City of Jordan (hereinafter referred to as the "City") and the Township of St. Lawrence (hereinafter referred to as the "Town or Township"), both located entirely within Scott County, in the State of Minnesota have expressed their desire to encourage future development of land near the City while encouraging the retention of land in agricultural use in the Township; and

WHEREAS, the City is planing to construct the Southwest Interceptor stretching into the Township which is necessary to accommodate future industrial and commercial growth; and

WHEREAS, a Joint Orderly Annexation Agreement ("OAA" or "Agreement") between the parties aids orderly planning and transition of government within the area proposed to be annexed, and provides the guidelines under which such annexation shall take place.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions herein that the City and Township enter into this Joint Resolution for Orderly Annexation whereby the property herein described may be annexed by the City of Jordan only pursuant to the following terms and conditions:

A. Designation of Annexation Area and Projected Timeline of Annexation.

The Township and the City hereby designate portions of the parcels legally described in Exhibit 1 and depicted on Exhibit 2 Map both attached hereto and incorporated herein by reference (hereinafter referred to as the "Designated Area") for orderly annexation pursuant to Minnesota Statutes, Section 414.0325.

B. Municipal Boundary Adjustments.

1. Jurisdiction. Upon approval by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction for annexation in the Designated Area upon the Municipal Boundary Adjustments pursuant to Minnesota Statutes.

2. No Alterations of Boundaries. The Town and City mutually agree and state that no alterations of the stated boundaries of the area designated for orderly annexation is

appropriate. Any alterations of boundaries may only be made upon the joint agreement of the Town and City.

3. Review and Comment by Boundary Adjustments. The Town and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation of the areas designated and that no consideration by the Municipal Boundary Adjustments is necessary. The Municipal Boundary Adjustments may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.

C. Taxation Reimbursement and Trail Fund Payment.

1. Unless otherwise agreed, to allow the Township to be reimbursed for the permanent loss of taxable property from Township tax rolls for property in the Orderly Annexation Area, the City agrees that it will not initiate annexation or forward a resolution for annexation of any portion of the property legally described on Exhibit 1 to Municipal Boundary Adjustments, or its successor agency, until such time as the Township has received reimbursement for the loss of such taxable property in the amount of \$500 for each acre described in the City resolution to be annexed to the City. This payment satisfies the City's obligations under Minnesota Statute Section 414.036 and the City shall owe no other reimbursement of taxes to the Township. Beginning in 2021 this per acre amount shall be increased 1.5%.

2. The owner of the property to be annexed shall deposit \$500 per annexed acre into an account for construction of trails connecting the City and Township. Beginning in 2021 this per acre amount shall be increased 1.5%. These funds shall be kept by the City of Jordan in a separate account. The City shall provide an annual accounting of the Trails Account to the Township Board. Two persons designated by the City and two persons designated by the Township shall meet together and agree upon the trails to be constructed. The governing bodies must approve of the chosen route and construction plan.

D. Delinquent Taxes.

The City agrees that it shall remit all delinquent taxes, charges and assessments collected at the time of sale of annexed property if such taxes or charges were originally payable while the delinquent property remained in the Township. Additionally, when a property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, or This Old House, and taxes that were deferred under one of these programs is paid to the City, the City shall remit to Township the amount which was deferred during the time the property was in the Township.

E. Assumption of Liability for Public Improvements.

By signing this OAA, the City does not assume any liability or responsibility for the payment of

any obligations issued to finance public improvements constructed by the Township or for which special assessments were levied by the Township. In the event that the City annexes land under this OAA upon which outstanding special assessments levied by the Township remain at the time of annexation, the City shall forward to the Township upon receipt all special assessment payments which the City receives as a result of special assessments levied by the Township. Other than the reimbursement outlined in this Agreement, no other reimbursement or taxes shall be owed to the Township from the City and/or property owner.

F. Procedure of Orderly Annexation.

1. City Resolution. The City and the Town mutually state that unless otherwise agreed to by the parties, only properties in the areas as shown on Exhibit 2 and legally described on Exhibit 1, or a portion thereof shall be annexed to the City by the Municipal Boundary Adjustments upon receipt of the City's annexation resolution. The annexation resolution adopted by the City Council shall state:

- a. That the petition was signed by 100% of the individual owners of the property proposed to be annexed pursuant to this Agreement; and
- b. The legal description of the property to be annexed by the resolution; and
- c. No action by the Township or consideration by the Municipal Boundary Adjustments is required to accomplish the annexation; and
- d. The Municipal Boundary Adjustments may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of the resolution; and
- e. The specific acres to be annexed are being annexed pursuant to this Agreement; and
- f. The City has received confirmation from the Township that the amounts owed under section C. have been paid; and
- g. Property located within the orderly annexation area may not be annexed unless such annexation is consistent with the City of Jordan's Comprehensive Guide Plan as approved by the Metropolitan Council.

2. Voluntary Annexation. An owner of property that is not yet part of an area designated for annexation may request to be annexed upon the City's and Town Board's receipt of a petition from the property owner. The subject parcel must abut the City and have municipal utilities immediately available. Both the City Council and Town Board must agree to the annexation and the annexation is subject to the tax reimbursement provisions described in section C. above.

3. Wetland Acreage. The City agrees not to annex all those properties which at the date of this Agreement abut wetland parcels identified with PID Nos. 109240240, 109240260, 109240270, the eastern one-half of 109240010 and the portions lying north of Beaumont Boulevard of 109250030 and 109250040 as these parcels are shown on a Scott County aerial photo of April 2016 depicting wetlands ("wetland parcels") without annexing all the wetland parcels also. Annexing all abutting property without annexing the wetlands themselves would effectively shift responsibility for maintenance of the wetland to the Township while some stormwater from the surrounding developing property will drain into the wetland.

4. Gravel Pits. At such time as any gravel pit which is located in the Township at the date of this Agreement is annexed into the City, the City shall be liable for land reclamation.

G. Developing Land Annexed Pursuant to this Agreement.

Upon receiving a request to develop any land annexed pursuant to this Agreement the City shall follow these procedures:

1. The City shall forward to the Town Clerk all preliminary plat submissions and development plans, as from time to time amended, for any property annexed to the City under this Agreement. The plans must be of sufficient detail to show it will meet the standards and requirements of the City's land use ordinances. The Clerk of the Town Board may submit written documentation to the City Clerk stating the opinion of the Town Board for the development. These comments will be forwarded to the City Planning Commission and City Council. The City shall send the Town Clerk notice of all public meetings for concept plan approval, preliminary plat approval and final plat approval for any property annexed to the City under this Agreement.

2. The City, through a development agreement, shall require the developer to not damage any functioning drain tile lines located in the Designated Area and, if damaged, to repair and replace the damaged drain tile at developer's sole expense.

3. The City, through a development agreement, shall require the developer to meet all of the City's stormwater requirements and prevent additional diversion of stormwater onto Township property.

4. The City agrees, as part of the mailing process for public hearing notice of the preliminary plat, to mail notice to property owners in the unincorporated area within a quarter mile of the proposed plat.

5. The parties acknowledge that ensuring that Scott County receives all updates on address changes related to annexation is a significant public safety issue for the community as the County does all dispatching for emergency services. As such:

- a. If as a result of annexation pursuant to this Agreement, a City corporate boundary runs along one side of a street, addressing of the rural residents will follow the City addressing grid system.
- b. If a County or Township road is annexed into the City, the road name and house number shall be changed to conform to the City's addressing grid and naming system. Where a street is, or clearly will be, both within the City limit and the Township, the County Addressing Coordinator shall confer with other concerned local governments and seek a mutually satisfactory name.
- c. The County Addressing Coordinator shall receive written notice of any addressing changes made pursuant this Agreement.

H. Roads within area designated for orderly annexation.

The parties agree as follows with regard to the roads located within the Designated Area:

1. Roads Serving New Plats. The City shall require that all roadways abutting or serving new developments shall be improved by the developer and/or property owner from the access of the development to the nearest, County, City or State road.

2. Maintenance of Roads. Except as specifically set out herein or unless otherwise agreed by the parties, the Township shall maintain all roads in the Designated Area not annexed to the City and the City shall maintain all roads annexed to the City.

3. Undue Burden on Town Roads. The Township and City recognize that there may be instances where it is appropriate for the City to assume responsibility to maintain additional portions of Town roads because City development imposes an undue burden on Town roads that serve the annexed property. The City shall, at the Township's request, annex the entire road (i.e. both sides of the road) where the City has annexed property abutting one side of the road. The length of road required to be annexed shall be limited to the length of road directly abutting the property annexed under this Agreement to the nearest County, City or State road.

4. Use of Township Roads. For all properties annexed under this Agreement, the City shall require in its development agreements that all construction traffic use State Trunk Highways, Scott County Highways or Jordan City streets and that Township roads be used only when no State, County or City road is available. The City's development agreement shall also require that the developer pay the Township for the cost to repair any road damage that occurs when construction traffic uses Township roads. The Parties may negotiate use of a Township road for those properties annexed solely for the Interceptor construction.

I. Provision of Municipal Utility Service.

1. Extension of Services. Extension of sanitary sewer service to voluntary annexed properties requesting sewer service will be a high priority by the City and will be provided as soon as reasonably possible based on the current conditions impacting improvements.

2. Connection Charges. Connection charges for voluntary annexed properties will be at the City's customary rates for improvements of a similar type at the time of benefit and/or connection to said service.

3. Time-line for Connection. Annexed properties must connect to municipal services on the earlier of the following events:

- a. The property owner petitions for service;
- b. The property is sold or otherwise transferred for purposes other than agricultural including, but not limited to, being platted other than for an administrative lot split;
- c. Construction of new buildings or expansion of existing buildings occurs on the property resulting in increased need for water or a sanitary sewer system;
- d. The property's septic system is failing;
- e. State or Federal law requires connection; or
- f. 6 months from readily available sanitary sewer and/or water services.

J. Authorization.

The appropriate officers of the City and Town are hereby authorized to carry out the terms of this Joint Resolution.

K. Severability and Repealer.

A determination that a provision of this Joint Resolution is unlawful or enforceable shall not affect the validity or enforceability of the other provisions herein. However, should any element of Section C herein be deemed unlawful or unenforceable, the Township at its discretion may terminate this Agreement. Any prior agreement or joint resolution existing between the Parties and affecting the property within the Designated Area shall be considered repealed upon the effective date of this Joint Resolution.

L. Effective Date and Termination.

This Joint Resolution shall be effective upon adoption by the governing bodies of the City and Town and approved by the Municipal Boundary Adjustments and said subsequent order approving this agreement. **Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2027.**

M. Disputes and Remedies.

The City and Township agree as follows:

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.

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.

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.

N. Amendment.

Either party may initiate an amendment or revision to the Agreement at any time. This Agreement may be amended by mutual agreement of the Parties.

O. Costs Associated with OA Agreement.

Each Party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement. However, the City shall be responsible for all Municipal Boundary Adjustment fees and costs associated with the annexation of property pursuant to the terms of this Agreement.

P. Venue.

The venue for all actions concerning this Agreement shall be Scott County, Minnesota.

Q. No Annexation Permitted Outside of this Agreement.

During the term of this Agreement, the City shall not annex any property from the Township except as set out in this Agreement. The parties recognize that property owners continue to maintain those options available by law at the time of their action to pursue municipal boundary adjustments. However, during the term of this Agreement, unless otherwise agreed to by the Township, the City will not support any property owner initiated annexation petition for areas proposed development that are located outside of the Orderly Annexation Area. It is the intent of the parties that this Agreement set the exclusive geographical boundaries of land which may be annexed and set the exclusive procedures under which annexation from the Township to the City may occur during the term of this Agreement.

R. Entire Agreement.

With respect to the Designated Area legally described in Exhibit 1 and shown on Exhibit 2, respectively, which are attached hereto and incorporated herein by reference, 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.

S. Notice.

Any notices 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.

T. Planning and Zoning.

The Parties agree and state that all land use authority within the Designated Area shall remain with Scott County and the Township, if the Township chooses to exercise planning, zoning and subdivision authority pursuant to Minnesota law while such properties remain in the Township. The City shall have exclusive planning, zoning and subdivision authority over all properties annexed under the authority of this Agreement. The Township agrees to request that the Scott County planning department notify the City of any requests for conditional use permits, land use changes, subdivision, rezoning or grading and filling within the OAA and allow the City to review and comment.

U. Legal Description and Mapping.

The Parties agree that if the Department of Administration determines there are errors, omissions or any other problems with the legal description provided in Exhibit 1 or mapping provided in Exhibit 2, the Parties shall make such corrections and file any additional documentation

requested by the Department of Administration to correct the defects to make effective the annexation of property within the Designated Area in compliance with the terms of this Joint Resolutions.

PASSED, ADOPTED AND APPROVED by the St. Lawrence Town Board of Supervisors,
Scott County, Minnesota this 6th day of August, 2017.


ST. LAWRENCE TOWNSHIP


Ted Kornder, Chair


Ramona Bischof, Clerk

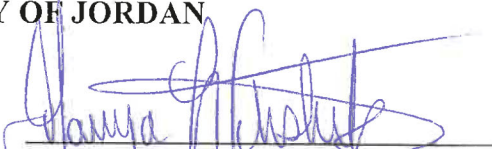
I, the undersigned, Ramona Bischof, being duly qualified Clerk for the Town of St. Lawrence, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. 5-11-2017 Authorizing Execution of a Joint Annexation Agreement Between the City of Jordan and St. Lawrence Township, with the original Resolution on file in my office and the excerpt is a full, true and exact copy of the Resolution.

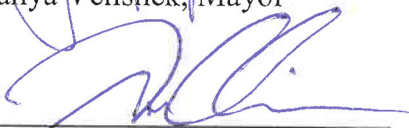
WITNESS My hand as Clerk of St. Lawrence Township and the seal of the Town of St. Lawrence this 6th day of August, 2017.


Town Clerk
Town of St. Lawrence, Minnesota

PASSED, ADOPTED AND APPROVED by the Jordan City Council, Scott County, Minnesota
this 5th day of June, 2017.

CITY OF JORDAN

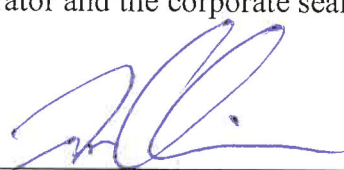


Tanya Velishek, Mayor

Tom Nikunen
City Administrator

I, the undersigned, Tom Nikunen, being duly qualified and Administrator of the City of Jordan, Minnesota, hereby certify that I have carefully compared the attached and foregoing excerpt Resolution No. 6-29-17 Authorizing Execution of a Joint Annexation Agreement Between the City of Jordan and St. Lawrence Township, with the original Resolution on file in my office and the excerpt is a full, true and exact copy of the Resolution.

WITNESS My hand as City Administrator and the corporate seal of the City this 6th
day of June, 2017.



City Administrator
City of Jordan, Minnesota

EXHIBIT 1

PROPOSED DESCRIPTION OF ANNEXATION AREA FOR

ST. LAWRENCE TOWNSHIP AND CITY OF JORDAN ORDERLY ANNEXATION AGREEMENT

That part of the Southeast Quarter of Section 23, Township 114 North, Range 24 West of the 5th Principal Meridian, Scott County, Minnesota, lying southerly of the Union Pacific Railroad (formerly known as the Chicago and Northwestern Railroad).

AND

All of Section 24, Township 114 North, Range 24 West of the 5th Principal Meridian, Scott County, Minnesota.

AND

All of the Northwest Quarter and the Southwest Quarter of Section 25, Township 114 North, Range 24 West of the 5th Principal Meridian, Scott County, Minnesota.

AND

All of the Northeast Quarter of Section 25, Township 114 North, Range 24 West of the 5th Principal Meridian, EXCEPT that part thereof lying within OAK TERRACE SENIOR HOUSING OF JORDAN, according to the recorded plat thereof, all in Scott County, Minnesota.

AND

All of the North Half of the Northeast Quarter of Section 26, Township 114 North, Range 24 West of the 5th Principal Meridian, Scott County, Minnesota.



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