

CITY OF NORTHFIELD, MN
CITY COUNCIL RESOLUTION 2023-112
BRIDGEWATER TOWNSHIP RESOLUTION 2023-16

EXTENSION OF JOINT RESOLUTION FOR
ORDERLY ANNEXATION BY AND BETWEEN BRIDGEWATER TOWNSHIP AND THE CITY
OF NORTHFIELD

WHEREAS, the City of Northfield (the “City”), and Bridgewater Township (the “Township”) adopted a joint resolution for orderly annexation pursuant to Minnesota Statutes, Section 414.0325, fully executed by the parties on November 13, 2001, with an effective date of January 1, 2002 (the “Joint Resolution”), and said Joint Resolution was duly filed with the Office of Administrative Hearings - Municipal Boundary Adjustments Office (OAH File No. OA-631); and

WHEREAS, a copy of the Joint Resolution is attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, the City and Township jointly adopted Resolution No. 2019-099, fully executed by the parties on September 17, 2019, extending the term of the Joint Resolution by three years, from December 31, 2019 until December 31, 2021, a copy of which resolution is attached hereto and incorporated herein by reference as Exhibit 2; and

WHEREAS, the City and Township jointly adopted Resolution No. 2022-111, fully executed by the parties on December 6, 2022, extending the term of the Joint Resolution by one year, from December 31, 2022 until December 31, 2023, a copy of which resolution is attached hereto and incorporated herein by reference as Exhibit 3; and

WHEREAS, the City and the Township desire to extend the term of the Joint Resolution for one (1) additional year until December 31, 2024, and likewise extend the latest five-year period for annexations according to the schedule provided in Paragraph III.D of the Joint Resolution (commencing on January 1, 2015) until December 31, 2024; and

NOW, THEREFORE, for valuable consideration, the Joint Resolution, as amended by Resolution No. 2019-099, effective January 1, 2024, for an original term of 20 years, is hereby further amended as follows:

1. The latest five-year period for annexations (commencing on January 1, 2015) according to the schedule provided in Paragraph III.D of the Joint Resolution is extended until December 31, 2024.
2. The term of the agreement as defined in Paragraph XIX of the Joint Resolution, as extended for an additional term of three years by Resolution No. 2019-009 and an additional term of one year by Resolution 2022-111, is further extended for one (1) additional year, until December 31, 2024, under the same terms, covenants and conditions set forth in the Joint Resolution, except as otherwise amended herein.
3. Except as otherwise amended hereby, all provisions of the Joint Resolution are ratified and confirmed.

Passed, adopted, and approved by the City Council of the City of Northfield, Rice County, Minnesota, this 5th day of December, 2023.

ADDRESS:

City Hall
801 Washington Street
Northfield, MN 55057

CITY OF NORTHFIELD

By: Rhonda Pownell
Rhonda Pownell, Its Mayor

Attest:

Lynette Peterson
Lynette Peterson, Its City Clerk

Passed, adopted, and approved by the Town Board of Supervisors of Bridgewater Township, Northfield County, Minnesota, this 13 of December, 2023.

ADDRESS:

Town Hall
10901 Jacobs Avenue
Northfield, MN 55057

BRIDGEWATER TOWNSHIP

By: Glyn Caylor
Glyn Caylor, Its Supervisor

Attest:

Lori Noreen
Lori Noreen, Its Clerk Recorder

EXHIBIT 1

**Original Joint Resolution for Orderly Annexation
By and Between Bridgewater Township and the City of Northfield, effective January 1, 2009**

EXHIBIT 2

Joint Resolution No. 2019-099

**By and Between Bridgewater Township and the City of Northfield, extending original Joint
Resolution through December 31, 2022**

EXHIBIT 3

Joint Resolution No. 2022-111

**By and Between Bridgewater Township and the City of Northfield, extending original Joint
Resolution through December 31, 2023**

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:

- A. 1999 though 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) 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.

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.

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

TOWNSHIP OF BRIDGEWATER

By: Paul Lohr
Town Board Chair

By: Geraldine Reiners
Town Board Clerk

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

CITY OF NORTHFIELD

By: W.H. Ross
Mayor

By: Belle Stause
Council Member

By: CC Linsjorth
Council Member

ATTEST:

Jeff Huber
Finance Director/City Clerk

This resolution was subsequently amended at the August 24, 1999 Special Council Meeting.

**REVISED
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;

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 Business 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.

This The property described in this Section II (b) shall be zoned as Highway Commercial Business - 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. subject to completion of the required platting, site plan reviews and all other requirements of by March 1, 2001.

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:

A. 1999 though 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 the 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) Property Taxes: The tax capacity rate applicable to parcels within the Property which are developed for residential use prior to the date of this Agreement, after annexation 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. Otherwise, the tax capacity rate applicable to the Property shall be increased to the tax capacity rate of the City of Northfield immediately upon annexation.

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 for the next five (5) years 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. 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.

Approved by the Township of Bridgewater this _____ day of _____, 1999.

TOWNSHIP OF BRIDGEWATER

By:

Town Board Chair

By:

Town Board Clerk

Approved by the City of Northfield this 20th day of August, 1999.

CITY OF NORTHFIELD

By: John P.

Mayor

By: Peg Prouse

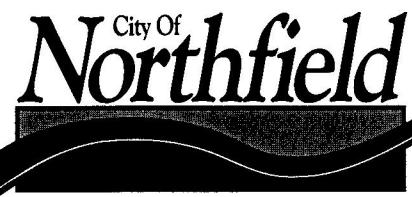
Council Member

By: Dale Malach

Council Member

ATTEST:

Mark Huber
Finance Director/ City Clerk



Office of the Community Development Director

Memorandum #99-84

DATE: August 5, 1999

TO: The Honorable Mayor and City Council Members

FROM: Joel B. West, Community Development Director

RE: Orderly Annexation Agreement with Bridgewater Township

EXHIBITS: Joint Resolution for Orderly Annexation
Map of the Potential Annexation Areas
Examples of Tax Collections in Annexation Areas

A handwritten signature in black ink, appearing to read "JBW".

Subsequent to the City Council meeting on August 2, 1999, City Attorney Maren Swanson and I met with Bruce Albers, a representative of the Bridgewater Town Board, and their attorney John Ophaug. The proposed Joint Resolution for Orderly Annexation has been revised based on the results of this meeting. Except for some editorial corrections, additions to the attached Joint Resolution for Orderly Annexation are underlined and text that was removed is indicated by a strikeout. The main elements in this revised Agreement are as follows:

1. Since the City and the Township are contemplating a master orderly annexation agreement and subsequent annexation of land for Target, both of which are expected to be reviewed by the Municipal Board at their September 1999 meeting, the Municipal Board will require that the City and the Township incorporate any annexation that will occur simultaneous with approval of the master orderly annexation agreement to be included within the Agreement. In this regard I have incorporated the description for the annexation of the Target site into a new Section II.
2. In reviewing the redrafted Section II with Mr. Albers, it was apparent that annexation of the Target site would create a situation whereby the City's corporate limits would completely surround the Assembly of God's property. Since it is the stated intent in the Agreement of the City and the Township to avoid these situations, Mr. Albers suggested that the Assembly of God's property also be included with the annexation of the Target site. The necessary legal description is included in Section II.

Also, please note that the developer is revising the legal description for the Target site to include additional area to the east which will allow the proposed extension of Jefferson Road to be moved further to the east as the City Council directed. Also, in reviewing the legal description for the annexation with the State it was determined that the City has already annexed to the southeast right-of-way line of Highway No. 3, instead of the center line of Highway No. 3 as previously thought. These changes are not incorporated into the attached

Agreement, but will be included in the original Agreement.

3. The time periods listed in item III were extended to the year 2019.
4. In Section IV, the requirement that a two-thirds majority of the land owners agree to any annexation was amended to state that a minimum of two-thirds of the land owners owning a minimum of two thirds of the land must agree to any annexation. The Township was concerned that a number of smaller land owners and tracts of lands could combine to force a larger tract of land into the City.
5. Within Section IV. I have also provided that the City will retain the ability to annex property by ordinance that is or becomes wholly surrounded by the City's corporate limits. Mr. Albers indicated that the Township would probably not agree to this and would prefer not to allow annexations that would create situations in which property becomes wholly surrounded by the City's corporate limits. While it is preferable to prevent isolating tracts of land in the annexation process, I believe that without the ability of the City to annex land by ordinance, it is very likely that the annexation of some future development could be delayed because of the objections of a few land owners. In an effort to resolve any potential disputes that may arise in the future, I have included a new provision in Section XV that would allow either the City, the Township or both entities to request the Municipal Board to make the annexation decision in such cases.
6. The requirement that the Bridgewater Town Board not allow annexation of land within the City of Northfield's Planned Urban Boundary/Urban Expansion Boundary to any other jurisdiction was retained and renumbered as Section VI, but the Township may want to reduce the area from which it would exclude other jurisdictions from annexing land. In this regard the north half of Sections 10 and that part of Section 11, not already annexed and part of the City of Northfield, were removed from the Agreement. (See attached Map)
7. Section X was eliminated and its provisions combined with Section IV.
8. Under the property tax provision in Section X a provision defining the term "single family residential" was added.

This redrafted Agreement will be considered by the Bridgewater Town Board at its meeting on August 16, 1999.

Also, as request by the City Council, I have attached an example of how taxes are collected and distributed in recently annexed property and an example of how it would be collected and distributed under the attached annexation Agreement.

**EXAMPLE OF TAXES COLLECTED IN AN ANNEXATION AREA
BUILDING EXISTING ON LAND AT THE TIME OF ANNEXATION**

NO. ANNEXED	YEAR ANNEXED	TAX COLLECT YEAR	NO. OF UNITS BUILT	TOTAL NO. OF UNITS	GROSS ESTIMATED VALUE	TAX CAPACITY	SIX YEAR PHASE IN OF CITY TAX	LESS AMOUNT PAID TO TOWNSHIP	NET AMOUNT RETAINED BY THE CITY
1	1999	2000	1	1	\$1,000,000	\$32,500	\$1,896	\$3,250	(\$1,354)
2		2001	0	1	\$1,000,000	\$32,500	\$3,792	\$3,250	\$542
3		2002	0	1	\$1,000,000	\$32,500	\$5,688	\$3,250	\$2,438
4		2003	0	1	\$1,000,000	\$32,500	\$7,583	\$3,250	\$4,333
5		2004	0	1	\$1,000,000	\$32,500	\$9,479	\$3,250	\$6,229
6		2005	0	1	\$1,000,000	\$32,500	\$11,375	\$3,250	\$8,125
7		2006	0	1	\$1,000,000	\$32,500	\$11,375	\$3,250	\$8,125
8		2007	0	1	\$1,000,000	\$32,500	\$11,375	0	\$11,375
9		2008	0	1	\$1,000,000	\$32,500	\$11,375	0	\$11,375
Total									

Assumptions:

1. Tax Capacity is calculated at 2.4% for the first \$150,000 in value and 3.4% for any value over \$150,000.
2. Estimated Value Per Unit

Land	\$100,000
Building	\$900,000
Total	\$1,000,000

3. Combined Tax Capacity Rate

ISD No. 659	50.00%
Rice County	35.00%
Subtotal	85.00%
City	35.00%
Total	120.00%
Township	10.00%

THIS EXAMPLE ILLUSTRATES WHAT OCCURS IN CURRENT ANNEXATION SITUATIONS AND ALSO
REPRESENTS WHAT WOULD HAPPEN IF AN ANNEXATION WOULD OCCUR UNDER THE NEW
AGREEMENT CONTEMPLATED BY THE CITY AND BRIDGEWATER TOWNSHIP IF A BUILDING
ALREADY EXISTS ON THE LAND

**EXAMPLE OF TAXES COLLECTED IN AN ANNEXATION AREA
WHERE A CERTIFICATE OF OCCUPANCY IS ISSUED IN 2000 IN ANNEXATION AREA**

NO. ANNEXED	YEAR ANNEXED	TAX COLLECT YEAR	NO. OF UNITS BUILT	TOTAL NO. OF UNITS	GROSS ESTIMATED VALUE	TAX CAPACITY	SIX YEAR PHASE IN OF CITY TAX	LESS AMOUNT PAID TO TOWNSHIP	NET AMOUNT RETAINED BY THE CITY
1	1999	2000	0	0	\$100,000	\$1,900	\$111	\$0	\$111
2		2001	0	0	\$100,000	\$1,900	\$222	\$0	\$222
3		2002	0	1	\$1,000,000	\$32,500	\$5,688	\$3,250	\$2,438
4		2003	0	1	\$1,000,000	\$32,500	\$7,583	\$3,250	\$4,333
5		2004	0	1	\$1,000,000	\$32,500	\$9,479	\$3,250	\$6,229
6		2005	0	1	\$1,000,000	\$32,500	\$11,375	\$3,250	\$8,125
7		2006	0	1	\$1,000,000	\$32,500	\$11,375	\$3,250	\$8,125
8		2007	0	1	\$1,000,000	\$32,500	\$11,375	\$3,250	\$8,125
9		2008	0	1	\$1,000,000	\$32,500	\$11,375	0	\$11,375
Total									

Assumptions:

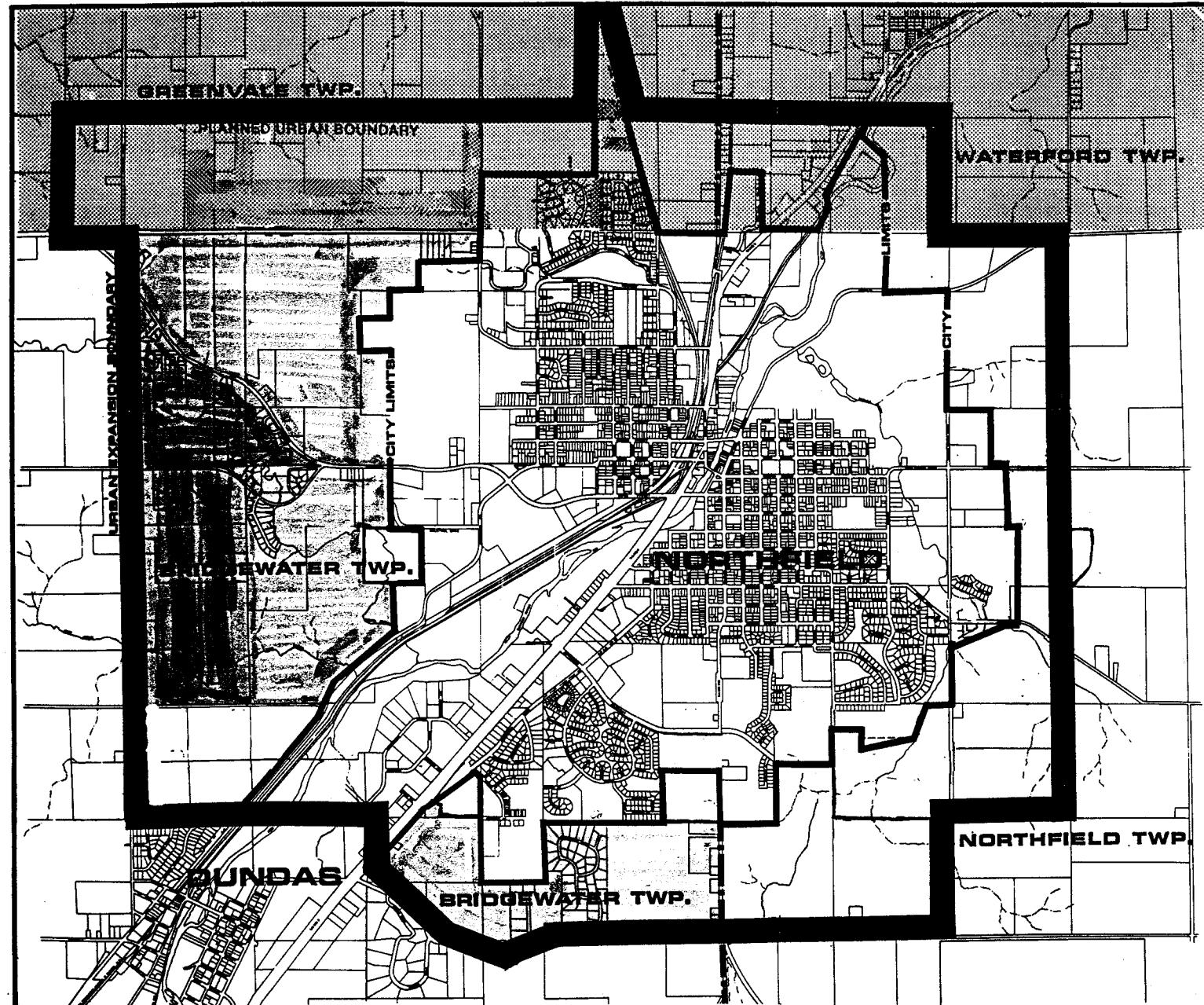
1. Tax Capacity is calculated at 2.4% for the first \$150,000 in value and 3.4% for any value over \$150,000.
2. Estimated Value Per Unit

Land	\$100,000
Building	\$900,000
Total	\$1,000,000

3. Combined Tax Capacity Rate

ISD No. 659	50.00%
Rice County	35.00%
Subtotal	85.00%
City	35.00%
Total	120.00%
 Township	 10.00%

THIS EXAMPLE ILLUSTRATES WHAT WOULD OCCURS IN ANNEXATION SITUATIONS UNDER THE AGREEMENT CONTEMPLATED BY THE CITY AND BRIDGEWATER TOWNSHIP



POLITICAL BOUNDARIES

LEGEND

RICE COUNTY

DAKOTA
COUNTY

AREA INCLUDED WITHIN
THE ORDERLY ANNEXATION
AGREEMENT

AREA IN WHICH NO OTHER
JURISDICTIONS CAN ANNEX
LAND

MAP NUMBER 1

CITY OF NORTHFIELD
MINNESOTA

0 500 1000 1500
SCALE IN FEET

OA-631 Northfield/Bridgewater Township Joint Agreement

**BRIDGEWATER TOWNSHIP RESOLUTION NO. 2019-12
CITY OF NORTHFIELD RESOLUTION NO. 2019-099**

In the Matter of the Joint Resolution of the City of Northfield and the Town of Bridgewater Designating Certain Areas as in Need of Orderly Annexation Pursuant to Minnesota Statutes, Section 414.0325	First Amendment to Joint Resolution for Orderly Annexation
---	---

WHEREAS, the City of Northfield (hereinafter the “City”) and Bridgewater Township (hereinafter the “Township”) (collectively the “Parties”) entered into a Joint Resolution for Orderly Annexation (City of Northfield Resolution No. 99-255, approved by the City of Northfield on August 24, 1999 and by Bridgewater Township on August 25, 1999), a true and correct copy of which is attached hereto as Exhibit A (hereinafter referred to as the “Joint Agreement”), describing the procedures and process for orderly annexations of certain designated areas of the Township, pursuant to Minnesota Statutes, Section 414.0325; and

WHEREAS, the Joint Agreement was accepted by the Office of Administrative Hearings Municipal Boundary Adjustments Unit (hereinafter “OAH-MBAU”) on September 3, 1999, and is referenced as Office of Administrative Hearings File No. OA-631 Township of Bridgewater/City of Northfield Joint Agreement by OAH-MBAU; and

WHEREAS, the Joint Agreement is incorporated herein by reference; and

WHEREAS, the Joint Agreement has an expiration date of December 31, 2019; and

WHEREAS, the Parties begun discussions of entering into a new Joint Agreement, and the Township has been exploring the possibility of and preparing for filing a petition for incorporation of Bridgewater Township; and

WHEREAS, the Parties desire to amend the Joint Agreement to extend the term of the Agreement for three additional years, until December 31, 2022, on the condition that provisions be added to the existing agreement pursuant to the effect that during the term of such extension (1) the Township commits not to file a petition for incorporation, or otherwise support a property owner petition for incorporation, of any portion of Bridgewater Township; (2) the City commits not to initiate legal action related to the Township’s potential incorporation during the term of such extension; and (3) the parties commit to engage in good faith negotiations to resolve any and all issues of mutual concern regarding future growth and jurisdictional boundaries and thereby avoid an adversarial process according to a defined meeting schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Supervisors of the Township of Bridgewater, Rice County, Minnesota, and the City Council of the City of Northfield, Rice County, Minnesota, as follows:

1. **First Amendment to Joint Agreement.** This Joint Resolution between the City and Township shall modify and amend the above-referenced Joint Agreement as provided herein and shall be referred to as the “First Amendment to Joint Agreement.”
2. **Extension of Term of Joint Agreement.** Notwithstanding anything to the contrary in the Joint Agreement, the Joint Agreement’s expiration date of December 31, 2019, as set forth in Article XIX of the Joint Agreement, is hereby amended by extending the expiration date to December 31, 2022.
3. **No Incorporation.** Notwithstanding anything to the contrary in the Joint Agreement, the Township commits not to file a petition for incorporation, or otherwise support a property owner petition for incorporation, of any portion of Bridgewater Township, and the Parties agree that OAH-MBAU shall not issue an order for the incorporation of any portion of Bridgewater Township, during the term of this Agreement, as extended by this First Amendment to Joint Agreement.
4. **No Initiation of Legal Action.** Notwithstanding anything to the contrary in the Joint Agreement, the City commits not to initiate legal action against the Township related to the Township’s potential incorporation during the term of this Agreement, as extended by this First Amendment to Joint Agreement; however, this paragraph shall not be construed to prevent the City from taking any action determined necessary or convenient by the City to respond to any legal filing made by the Township or its residents, including but not limited to any petition for incorporation that may be filed with OAH-MBAU by the Bridgewater Town Board or property owners in the Township.
5. **Negotiation Process for New Joint Agreement.** During the term of this extension term, City and Township representatives, as selected by the Northfield City Council and Bridgewater Town Board, respectively, shall meet on at least a quarterly basis to negotiate in good faith to develop a new joint orderly annexation agreement, which if adopted by the parties and upon the effective date thereof shall supersede and replace in its entirety this Joint Agreement. For the purposes of this paragraph, meeting on a quarterly basis shall mean a minimum of one meeting during each of the following periods during the term of the Agreement, as extended by this First Amendment to Joint Agreement, unless otherwise agreed to by the Parties:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31

6. **Intent.** The Parties intend this First Amendment to Joint Agreement to modify and amend the Joint Agreement, but only to the extent of extending the term of the Joint Agreement, prohibiting the incorporation of any portion of Bridgewater Township and the initiation of legal proceedings in regards thereto, and establishing a process for negotiations of a new joint orderly annexation agreement during the term of the Joint

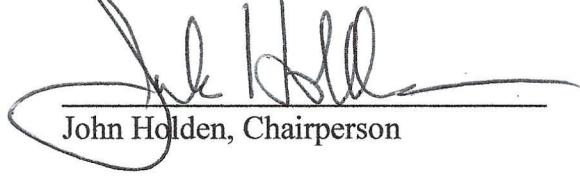
Agreement, as extended by this First Amendment to Joint Agreement. No other changes to the Joint Agreement are intended by this amendment.

7. **Termination**. Notwithstanding anything to the contrary in the Joint Agreement, in the event that either Party reasonably determines at any time after January 1, 2020 that, despite its good faith participation in negotiations for a new joint orderly annexation agreement pursuant to Paragraph 5 above, reaching such an agreement does not appear to be possible, such Party may provide written notice of the same to the other Party not less than 30 days in advance of the next quarterly meeting pursuant to Paragraph 5 above (or if the next such quarterly meeting has not been scheduled, such written notice shall include a request to schedule such meeting at least 30 days after the date of such notice), and the Parties shall proceed to attend the next quarterly meeting as scheduled and negotiate in good faith to attempt to agree on a mutually acceptable framework for future negotiations. In the event that such good faith efforts of the Parties are unsuccessful, either Party may provide written notice of termination of this Agreement to the other Party, and this Agreement shall terminate on the date that is 180 days after the date such written termination notice is received by the non-terminating Party. The quarterly meetings requirement of Paragraph 5 above shall not apply during said 180-day notice period.
8. **Filing**. Following adoption and execution, the Parties agree the City will be responsible for filing this First Amendment to Joint Agreement with the OAH-MBAU and for paying any required filing fees.
9. **Recitals**. The recitals contained in this resolution are incorporated in and made part of this First Amendment to Joint Agreement.
10. **Effective Date**. This First Amendment to Joint Agreement shall be effective the date of the latest signature and attestation affixed hereto and following immediately upon its receipt and acceptance by the OAH-MBAU.

[Signature Page to follow]

Adopted by the Town Board of Bridgewater Township, Rice County, Minnesota, this 11 day of
Sept, 2019.

BRIDGEWATER TOWNSHIP


John Holden, Chairperson

ATTEST:


Frances Boehning, Town Clerk

Adopted by the City Council of the City of Northfield, Rice County, Minnesota, this _____ day of
_____, 2019.

CITY OF NORTHFIELD


Rhonda Pownell, Mayor

ATTEST:

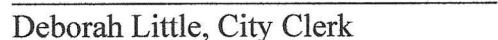

Deborah Little, City Clerk

EXHIBIT A

Joint Resolution of City of Northfield and Township of Bridgewater for Orderly
Annexation of Certain Areas of Bridgewater Township, August 25, 1999

CITY OF NORTHFIELD, MN
CITY COUNCIL RESOLUTION 2022-111

EXTENSION OF JOINT RESOLUTION FOR
ORDERLY ANNEXATION BY AND BETWEEN BRIDGEWATER TOWNSHIP AND THE
CITY OF NORTHFIELD

WHEREAS, the City of Northfield (the "City"), and Bridgewater Township (the "Township") adopted a joint resolution for orderly annexation pursuant to Minnesota Statutes, Section 414.0325, fully executed by the parties on August 25, 1999, with an effective date of September 3, 1999 (the "Joint Resolution"), and said Joint Resolution was duly filed with the Office of Administrative Hearings - Municipal Boundary Adjustments Office (OAH File No. OA-631); and

WHEREAS, a copy of the Joint Resolution is attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, the City and Township jointly adopted Resolution No. 2019-099, fully executed by the parties on September 17, 2019 extending the term of the Joint Resolution by three years, from December 31, 2019 until December 31, 2022, a copy of which resolution is attached hereto and incorporated herein by reference as Exhibit 2; and

WHEREAS, the City and the Township desire to extend the term of the Joint Resolution for one (1) additional year until December 31, 2023, and likewise extend the latest five-year period for annexations according to the schedule provided in Paragraph III.D of the Joint Resolution (commencing on January 1, 2015) until December 31, 2023; and

NOW, THEREFORE, for valuable consideration, the Joint Resolution, as amended by Resolution No. 2019-099, effective January 1, 2023, for an original term of 20 years, is hereby further amended as follows:

1. The latest five-year period for annexations (commencing on January 1, 2015) according to the schedule provided in Paragraph III.D of the Joint Resolution is extended until December 31, 2023.
2. The term of the agreement as defined in Paragraph XIX of the Joint Resolution, as extended for an additional term of three years by Resolution No. 2019-009, is further extended for one (1) additional year under the same terms, covenants and conditions set forth in the Joint Resolution, except as otherwise amended herein.
3. Except as otherwise amended hereby, all provisions of the Joint Resolution are ratified and confirmed.

Passed, adopted, and approved by the City Council of the City of Northfield, Rice County, Minnesota, this 6th day of December, 2022.

ADDRESS:

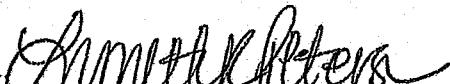
City Hall
801 Washington Street
Northfield, MN 55057

CITY OF NORTHLFIELD

By:


Rhonda Pownell, Its Mayor

Attest:


Lynette Peterson, Its City Clerk

Passed, adopted, and approved by the Town Board of Supervisors of Bridgewater Township, Northfield County, Minnesota, this 14 of Dec., 2022.

ADDRESS:

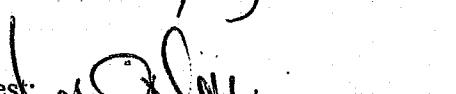
Town Hall
500 Railway Street S.
Dundas, MN 55057

BRIDGEWATER TOWNSHIP

By:


Kathleen Kopseng, Its Supervisor

Attest:


Lori Noreen, Its Clerk