

JOINT RESOLUTION

Princeton Resolution 24-16

**IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN
THE CITY OF PRINCETON AND BALDWIN TOWNSHIP
PURSUANT TO MINNESOTA STATUTES § 414.0325**

WHEREAS, the City of Princeton (“City”) and Baldwin Township (“Township”) designate for orderly annexation, the lands located within Baldwin Township, County of Sherburne Minnesota, legally described on Exhibit A and Exhibit B attached hereto (“Property”); and

WHEREAS, the City and Township are in agreement as to the orderly annexation of the unincorporated land described; that both believe it will be to their benefit and to the benefit of their respective residents; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the City and Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, on March 28, 2024, a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325 Subd. 1b.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Princeton Market and the Township Board of Baldwin Township as follows:

1. Property. It is therefore agreed that the Property be annexed to the City concurrently with the order issued by Judge Jessica Palmer-Denig In the Matter of the Petition of Baldwin Township (MBAU Docket I-75), OAH No. 71-0330-39760.

2. Acreage/Population/Usage. That the designated area consists of approximately 31.39 acres, the population in the subject area is 2 and the land use type is residential.

3. Jurisdiction. That the Township and the City by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this Resolution.

4. Need. That the above-described property is urban or suburban or about to become so, and since the property owners desire to annex into the City, the annexation would be in the best interest of the area.

5. No Alteration. The City and Township have agreed to all the terms and conditions for the immediate annexation of the above-described lands within this document and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary.

6. Review and Comment. The City and Township agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall concurrently with the order issued by Judge Jessica Palmer-Denig *In the Matter of the Petition of Baldwin Township* (MBAU Docket I-75), OAH No. 71-0330-39760 order the annexation in accordance with the terms of this Resolution.

7. Reimbursement to Towns for lost taxes on annexed property.

A. Municipal Reimbursement. For Property subject to this Agreement, the City agrees that it will provide the Township with a one-time payment of \$1,375.18 as reimbursement for the loss of Township taxes.

B. Assessments and Debt. There are no outstanding special assessments or bonded indebtedness on the Property.

8. Severability. In the event that any portion of this Joint Resolution is declared null and void or unenforceable by a court of law, the validity of the remaining terms and provisions shall not be affected and the Joint Resolution shall be construed and enforced as if the Joint Resolution did not contain the particular term or provision held to be invalid. The City and Township agree to implement the procedures under Paragraph 10 to correct any such provision that was stricken. However, should any element of paragraph 7A and/or 7B relating to “Municipal Reimbursement” be deemed unlawful or unenforceable, the Township at its sole discretion may terminate this Agreement.

9. Responsibility for Costs. The City and Township shall pay their own respective attorney and planner fees and any other costs related to the review of this document. The City shall pay all costs and fees associated with the filing of this Resolution with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings of the State of Minnesota.

10. Resolution of Disputes. If there is a disagreement as to the interpretation or implementation of the Joint Resolution, the City and Township shall implement the following dispute resolution procedures in the sequence provided:

A. Negotiation: Representatives of the City and Township will meet a minimum of one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

B. Mediation: If negotiation is not successful, parties shall participate in a minimum of one (1) mediation session with a mutually agreed upon mediator to resolve the dispute.

C. Binding Arbitration/Adjudication: If mediation is not successful, the parties may agree to submit their respective grievances to binding arbitration or may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel the performance as outlined in this Joint Resolution. In addition to the remedies afforded to the parties through law and equity, the Court shall have the authority to award reasonable attorney

fees, costs and expenses to a party found to be in violation of the terms of this agreement.

11. Amendment. The parties may amend this joint resolution by mutual written consent at any time. In the event that there are errors, omissions or any other problems with the legal description, mapping, or tax reimbursement provided in the attached Exhibits the parties agree to make such corrections and file any additional documentation, including a new Exhibit making the corrections requested or required by the Office of Administrative Hearings, Boundary Adjustments as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution, without the necessity of re-adopting this Joint Resolution.

13. Heading and Captions. Headings and Captions are for convenience only and are not intended to alter any of the provisions of this joint resolution for orderly annexation.

14. Counterparts. This Agreement can be executed in any number of counterparts each of which, when taken together as a whole, shall constitute a full and complete document.

15. Choice of Law. This Agreement and the validity, interpretation, construction, performance and effect hereof shall be governed by the laws of the State of Minnesota.

BALDWIN TOWNSHIP

Passed and adopted by the Town Board of Baldwin Township on this the ____ day of April, 2024.

By: _____
Jay Swanson, Town Board Chair

Attest: _____
Joan Heinen, Town Board Clerk

CITY OF PRINCETON

Passed and adopted by the City Council of the City of Princeton on this the 11th day of April, 2024.

By: _____
Thom Walker, Mayor

Attest: _____
Michele McPherson, City Administrator