
HAVEN TOWNSHIP

PLANNING COMMISSION

MEETING PACKET FOR
February 10, 2026



HAVEN TOWNSHIP
AGENDA
PLANNING COMMISSION
FEBRUARY 10, 2026
4:00 PM

Haven Town Hall, 4230 45th Ave SE, St. Cloud, MN 56304
(or via web/phone conference – see www.haventwp.org for information)

1. Call to Order
2. Roll Call
3. Additions or Deletions to the Agenda
4. Public Hearings
 - a. None
5. Approve Previous Meeting Minutes
 - a. January 13, 2026
6. Other Business
 - a. Review and Comment – Sherburne County Memo re: Ordinance amendments
 - b. Update - Extension of Orderly Annexation Agreement with City of Saint Cloud
 - c. Update – Amrize IUP Mining Application
 - d. Update – Import Motors incomplete IUP and Enforcement
 - e. Update – MPCA actions relating to PID 25-00030-1400 (4958 COUNTY ROAD 8 SE)
 - f. Update – Cannabis Business Township Ordinance Amendment Draft
 - g. Committee Members and Residents Continue Reporting on Re-Defining Haven Township Zoning Districts.
 - i. Rural Residential – Commission Member , Jim O'Donnell
 - ii. Commercial – Commission Member, Bob Kolkman
 - iii. Industrial – Resident, Ann ImHolt
 - iv. Agricultural – Commission Member Kari Watkins and Resident, Bob Bezek
7. Open Forum – Time for Residents to Address the Planning Commission
8. Zoning Administrator's Report
9. Adjournment

This agenda is not exclusive. Other business may be discussed as deemed necessary.

STAFF REPORT

Subject:	Review and Comment – Sherburne County Memo re: Ordinance amendments Update - Extension of Orderly Annexation Agreement with City of Saint Cloud Update – Amrize IUP Mining Application Update – Import Motors incomplete IUP and Enforcement Update – MPCA actions relating to PID 25-00030-1400 (4958 COUNTY ROAD 8 SE) Update – Cannabis Business Township Ordinance Amendment Draft Committee Members and Residents Continue Reporting on Re-Defining Haven Township Zoning Districts.
Agenda Item:	6(a-g)

a. Review and Comment – Sherburne County Memo re: Ordinance amendments

Sherburne County has distributed the attached memo to townships throughout the County seeking comment on proposed ordinance amendments. The memo addresses three main issues:

1. The required soil separation for subdivided residential properties and
2. Minimum residential platted lot sizes,
3. 75% Wooded requirement.

The issues surrounding these three issues can be summarized as follows:

Soil Separation Requirements for newly subdivided lots:

- Current Standard: Newly platted lots must have at least 40,000 contiguous square feet with 3 feet (36 inches) of separation from the Seasonally High-Water Table (SHWT).
- Proposed Change: Reducing this requirement to 2 feet (24 inches) of separation.
- Request for Township Comment:
 - Should the County maintain the buildable lot area requirement at 40,000 contiguous sq. ft. but reduce the separation to 24 inches from 36 inches?
 - Should the County remove the alternate minimum building lot size requirements that allow for as referenced above?

Minimum Lot Size & Wooded Requirements:

- Current Standard: The minimum lot size is 2.5 acres in General Rural districts
- Proposed Change: Exploring a reduction of the minimum lot size to 1.5 acres county-wide.
- Request for Township Comment: Should the County reduce the minimum lot size in the General Rural district to 1.5 acres, or something other lesser size than what is required now?

Agricultural Wooded Requirement:

- Current Standard: The minimum platted lot size in the Agricultural District is 5 acres and must be at least 75% wooded. With no new roads and a maximum of 3 lots.
- Proposed Change: Modifying the "75% wooded" rule to include other non-tilled areas (such as wetlands or steep slopes) to help preserve actual farmable land.
- Request for Township Comment:
 - Should the County reduce the minimum lot size in the General Rural district to 1.5 acres, or something other lesser size than what is required now?
 - Should the County modify the 75% wooded requirement in the Agricultural District to include non-tilled land like wetlands or steep slopes?

County Timeline for Next Steps:

- March 2026: Draft ordinance introduced to townships.
- May 21, 2026: Formal Public Hearing.
- June 16, 2026: Recommendations presented to the County Board of Commissioners.

See attached for the full County memo.



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Sherburne County Government Center
13880 Business Center Drive
Suite 100
Elk River, MN 55330-4668
zoning@co.sherburne.mn.us
(763) 765-4450

MEMORANDUM

Date: 1/30/2026
To: Sherburne County Township Clerks
From: Mitch Glines, Sherburne County Senior Planner
Subject: Review Discussions from January 13th Steering Committee Meeting regarding the Sherburne County Zoning and Subdivision Ordinance

The purpose of this memo is to provide our townships with an opportunity to provide feedback on guidance that we received from the Sherburne County Steering Committee for the Zoning and Subdivision Ordinance on January 13, 2026. Items that will be covered in this memo relate to zoning and subdivision standards for lot size and soil separation. These topics were discussed at length at the January 15th Planning Commission meeting and we are now seeking your feedback on:

- The required soil separation for subdivided residential properties and
- Minimum residential platted lot sizes,
- 75% Wooded requirement.

Soil Separation for Subdivided Residential Properties:

Under the County's Zoning and Subdivision Ordinance all newly platted lots (2.5 acres in the General Rural and 5 acres in the Agricultural District) have a minimum of 40,000 sq. ft. of "Buildable Area." Developers must hire a MN Licensed Soil Scientist to demonstrate that the newly created lot has at least 40,000 contiguous sq. ft. of land with least 3ft of separation to the Seasonally High-Water Table(SHWT). This regulation was established in the County's Subdivision Ordinance in 1996. Provided below are the current County Comprehensive Land Use Plan Policy, County Ordinances and State Rules related to minimum buildable area and soil separation:

Comprehensive 2040 Land Use Plan Policy #26

It is the County's policy to support best practices and innovative solutions for handling septic systems that do not compromise the environment and can be maintained, repaired, and operated by the property owner.

Sherburne Subdivision Ordinance, [Section 11, Subdivision 4\(A\)](#):

- *In addition to meeting the buildable lot area requirements of the applicable zoning district, newly created lots for residential building purposes, where public sanitary sewer is not available, must have at least 40,000 contiguous square feet of the required minimum platted lot area at least three (3) feet above the highest known water table.*

Subdivision Ordinance [Section 11, Subdivision 4\(C\)](#), allows select townships to use alternate minimum building lot size requirements. Below are excerpts from this Subdivision.

- *Each lot must have 10,000 square feet of undisturbed and contiguous land that is at least eighteen (18) inches above mottling (SHWT)...*
- *A minimum of three (3) soil borings, one where the house will be located and one where each septic drain field will go...*
- *Each lot must have 5,000 square feet of contiguous land that is 36 inches above mottling. This may be accomplished by filling in non-wetland area...*

Zoning Ordinance, Section 7 (Agricultural) and Section 8 (General Rural) requires:

- *Buildable Lot Area No public or shared sewage treatment system 40,000 sq. ft.*
- *Maximum Building Depth Below Grade: Set lowest floor at Lowest Floor Elevation (LFE) or minimum one (1) foot above mottling, whichever is higher. If no LFE is established, set lowest floor minimum one (1) foot above mottling.*

Minnesota Rule 7080 Individual Subsurface Sewage Treatment Systems:

- *All lots created after January 23, 1996, have a minimum of two soil treatment and dispersal areas that support systems as described in parts 7080.2200 to 7080.2230 (Type I systems include mounds, at-grades, trench and seepage beds).*
- *All Type I septic systems need to have at least 36 inches of separation from the SHWT and 12 inches of undisturbed soil.*

Steering Committee Discussion/Recommendation on Soil Separation:

The Steering Committee had a thorough discussion about reducing that requirement from 3ft of separation to 2ft separation to the SHWT. One of the reasons given for the proposed modification is under Minnesota Rules 7080 it only requires 12 inches of undisturbed soil in order to install a Type I septic system, which is required to create a new lot. To support that point members of the Steering Committee pointed to existing Zoning regulations that require the low floor elevation of a house in 1ft above the SHWT, which demonstrates the ability to develop these lots with a house and septic system.

The point was also made by a member of the Committee, a local survey/engineer about land to be subdivided. Often, he finds that the properties do not have the required 36 inches, but many of these properties have at least 30 inches of separation to SHWT. The issue of lot availability in Sherburne County is also a reoccurring issue raised by the Steering Committee. This reduction would allow more lands in our Townships to be subdivided while still exceeding the minimum requirements under MN 7080 (state septic rules).

An issue was raised at the Steering Committee and at Planning Commission that this reduction in separation could result in more “mound septic systems” in our platted developments. A septic mound would be required when a property does not have 36 inches of separation from the SHWT. This is considered a Type I septic system under state rules and provides the same level of protection as inground system, but at a higher cost and more visual impact.

Items for Consideration by the Towns Board for Buildable Lot Requirements:

1. Should the County maintain the buildable lot area requirement at 40,000 contiguous sq. ft. but reduce the separation to 24 inches from 36 inches?
2. Should the County remove the alternate minimum building lot size requirements that allow for as referenced above?

Minimum Lot Size and Wooded Requirement in the Agricultural District:

Current Requirements:

- The minimum platted lot size in the General Rural District is 2.5 acres.
- The minimum platted lot size in the Agricultural District is 5 acres and must be at least 75% wooded. With no new roads and a maximum of 3 lots.

Comprehensive Land Use Plan Policy Statement #2

It is the County's policy to support agriculture as a desirable land use, while providing increased flexibility for farmsteads to thrive.

Comprehensive Land Use Plan Policy Statement #22

It is the County's policy to maintain a minimum lot size of 1 acre and a density range of 1 unit per 2.5 acres in rural residential areas. The County will consider smaller lot sizes when subdivisions apply conservation design techniques.

Steering Committee Discussion/Recommendations:

It was proposed by the Steering Committee that we explore reducing the minimum lot size across the County to a minimum of 1.5 acres due to the shortage of available lots in the County. The point was made by members of the Committee because the County sets a minimum standard that will not automatically result in a reduction in lot size for all development because the market, and general platting requirements like setbacks and easements will affect the lot sized proposed by developers. It was not proposed to alter the minimum buildable area requirement of 40,000 sq. ft, which is less than one acre (43,560 sq. ft.).

There was no change proposed in the Agricultural District for the restriction on no new roads or the maximum 3 lot subdivision.

Regarding the 75% wooded requirement in the Agricultural District, it was discussed that this should include non-tilled areas like wetlands natural features that would prohibit farming. These proposed changes would likely support the preservation of agricultural land by allowing smaller lot size on land not suitable for farming.

Items for Consideration by the Towns Board for the Minimum Lot Size:

1. Should the County modify the 75% wooded requirement in the Agricultural District to include non-tilled land like wetlands or steep slopes?
2. Make a reduction in minimum lot size to 1.5 acres, or something less than what is currently required in the General Rural and Agricultural Districts.

Next Steps:

Our plan is to introduce the Zoning and Subdivision Ordinances Update to the townships in March to review the draft ordinance and to the Planning Advisory Commission on April 16, 2026, then hold the public hearing for its formal review on May 21, 2026. Following the March public hearing, staff will bring the recommendations from the Planning Advisory Commission to be heard by the County Board of Commissioners on June 16, 2026. If Town Board wishes to provide comments/suggestions, they are welcome to join us at the public hearing or return the enclosed comment form to my attention mitch.glines@co.sherburne.mn.us



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Township Comment Form

Please return to mitch.glines@co.sherburne.mn.us

Date: _____

Township: _____

Proposed Change: Reduce the Soil Separation Requirement for Newly Platted Lots from 3ft to 2ft.

Question for Town Board: Does the township agree to reduce the soil separation requirement?
☐ **Yes**
☐ **No**
☐ **Changes Needed** (please specify)

Comments or Questions: _____



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Township Comment Form

Please return to mitch.glines@co.sherburne.mn.us

Date: _____

Township: _____

Proposed Ordinance: Minimum Residential Lot Size to 1.5 Acres County Wide

Question for Town Board: Does the township agree to the proposed minimum lot size requirement?

☐ **Yes**

☐ **No**

☐ **Changes Needed** (please specify)

Comments or Questions: _____

b. Update - Extension of Orderly Annexation Agreement with City of Saint Cloud

The City is continuing to review a draft Orderly Annexation Agreement. A copy of the latest draft is attached for your review and comment/recommendation to the Town Board.

c. Update - Amrize IUP Mining Application

Prior to the November 17, 2025 meeting, Amrize submitted an application for an IUP to operate the mining operation that is currently undergoing the EIS review with Sherburne County. Their application noted that they were applying prior to the adoption of the new mining ordinance by the Town Board and that they expected to be regulated under the previous Township mining ordinance. Township Staff and the Township Attorney reviewed the application and sent a letter to Amrize and its attorney on December 1, 2025 (within the 15 day time period required under MN Statutes 15.99) indicating that the application was incomplete and needed to be re-submitted and that any re-submittal would be subject to the newly adopted mining ordinance.

A copy of the Amrize application was provided to you for your review as part of the January 13, 2026 agenda. Please note any comments you may have at this time. The Township is awaiting a complete application and the completion of the EIS process at Sherburne County.

d. Update - Import Motors incomplete IUP and Enforcement

Import Motors LLC ("K&C Auto Parts") submitted an application for IUP on December 16, 2025 that was reviewed by Staff and determined to be incomplete via a letter sent to the applicant on December 29, 2025. They re-submitted with additional information on January 9, 2026, but comments from the City of St. Cloud, Sherburne County and other agencies along with other details remained missing. Import Motors was notified again via a letter dated January 21, 2026 of the need for the additional information. Sherburne County staff has also been working with the operator of the salvage yard to obtain the information they require for a salvage yard license and not received the required information after numerous attempts to obtain that information.

Given that the Township Attorney and Import Motors' Attorney had previously communicated about the illegal operation of the existing salvage yard and the need to submit a complete application by September 26, 2025, they have failed to do so, and it appears that a complete application is not pending, the Township Attorney has been directed to take the next steps in enforcement - a Summons and Complaint filed with the court.

e. Update - MPCA actions relating to PID 25-00030-1400 (4958 COUNTY ROAD 8 SE)

The Township recently became aware of issues relating to dumping of certain wastes on this property and actions being taken by the MPCA in this regard. This was discussed in some detail at the January 13, 2026 meeting and it was noted that a meeting was to be scheduled with MPCA staff to learn more about the situation. That meeting was initially scheduled to be on January 20, 2026 but has now been rescheduled for February 17, 2026 at 2:00pm at Haven Town Hall.

f. Update - Cannabis Business Township Ordinance Amendment Draft

The Township has not yet adopted zoning regulations specific to Cannabis Businesses (i.e. Cultivation, Manufacturing, Processing, Retail, etc.). The Township Attorney has recommended that such regulations be considered by the Township. The Planning Commission discussed the matter at the January 13, 2026 and recommended a public hearing be scheduled to adopt Township zoning ordinance amendments that mirror Sherburne County's regulations.

The public hearing was not scheduled by the Zoning Administrator in time for the February 10 meeting, so it has been decided to schedule it for the regular March meeting. A draft of the proposed amendments will be distributed to the Planning Commission in the coming days to allow for final review prior to the public hearing.

g. Committee Members and Residents Continue Reporting on Re-Defining Haven Township Zoning Districts.

- i. Rural Residential – Commission Member , Jim O'Donnell
- ii. Commercial – Commission Member, Bob Kolkman
- iii. Industrial – Resident, Ann ImHolt
- iv. Agricultural – Commission Member Kari Watkins and Resident, Bob Bezek

See attached for additional detail and updated information since this was discussed at the January 13 meeting

Planning Commission Action: For items a-b the Commission is asked to provide comment and/or recommendations to the Town Board. For items c-g the above is mostly informational and for any discussion the Commission wishes to have.

**THIS IS A DRAFT OF REDLINES WHICH
STILL REQUIRE FURTHER ATTORNEY
REVIEW PRIOR TO EXECUTION BY THE
TOWNSHIP.**

**JOINT RESOLUTION AS TO ORDERLY ANNEXATION BY AND BETWEEN
THE CITY OF ST. CLOUD AND THE TOWN OF HAVEN**

WHEREAS, the City of St. Cloud (the “City”) and the Town of Haven (the “Town”) previously entered into an orderly annexation agreement in 2010 (Haven Township Resolution No. 2010-3, City of St. Cloud Resolution No. 2010-10-191); and

WHEREAS, the City and the Town desire to provide for the orderly development of areas of the Town that are or are about to become urban or suburban in character, replacing and updating the 2010 agreement; and

WHEREAS, the City and the Town wish to encourage development and extension of services to those properties which are contiguous to the City limits prior to properties which are not adjacent to the City boundaries; and

WHEREAS, the City and Town wish to limit non-farm rural development within those areas surrounding the City until such time as municipal services are available and to ensure that growth occurs in an orderly manner; and

WHEREAS, the City and the Town have reached an agreement which is in the best interest of citizens of the City and Town, ensuring enhanced representation of the Town’s interests.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF ST. CLOUD AND THE BOARD OF SUPERVISORS OF THE TOWN OF HAVEN:

1. **Repealer.** The parties agree the previous Joint Resolution as to Orderly Annexation between the City of St. Cloud and the Town of Haven, adopted in 2010, is hereby repealed and superseded by this Agreement.

2. Description of Area to be Annexed. That the following described areas are properly subject to orderly annexation under and pursuant to Minnesota Statutes §414.0325, and the parties do hereby designate these areas for orderly annexation as provided by statute:

A. That area set forth on the attached map (Exhibit A) and legally described by Exhibit B. The designated area shall be identified as Tract 1, Tract 2, Tract 3, and Tract 4, as further detailed in the Exhibits.

No lands outside of Exhibits A and B may be annexed under this agreement.

3. Office of Administrative Hearings Jurisdiction. That upon approval by the parties, this agreement shall confer jurisdiction upon the Office of Administrative Hearings (the “Office”) and the Municipal Boundary Adjustment Unit Chief Administrative Law Judge (“Chief Judge”) so as to accomplish said orderly annexation in accordance with the terms of this agreement.

4. No Alterations of Boundaries. The City and the Town mutually state that no alteration by the Office or the Chief Judge of the boundaries of those areas designated herein for orderly annexation is appropriate, unless otherwise required by law.

The City and the Town mutually state that this resolution sets forth all of the conditions for annexation of the areas designated herein for orderly annexation and that no consideration by the Office or the Chief Judge is necessary. The Office and Chief Judge may review and comment, but shall, within thirty (30) days, order annexation, subject to the provisions of paragraph 6.

6. Approval Process.

The City and the Town mutually state that properties in the areas designated herein, or a portion thereof, shall be annexed to the City upon receipt of the City’s resolution submitted to the Office/Chief Judge, not sooner than 45 days after submitting a copy of an annexation petition to the Town when either of the following are met:

a. Agricultural and/or Undeveloped Land.

(i) Petition requesting annexation signed by owners of 100% of individual parcels of record for agricultural and/or undeveloped properties in an area proposed for annexation; or

(ii) agreement of both the City Council and the Town Board

b. Developed Property.

(i) Fifty-one percent (51%) of the owners of individual parcels of record for developed property in an area proposed for annexation sign a petition requesting annexation; or

(ii) agreement of both the City Council and the Town Board.

When a petition for annexation of developed lands involves more than one property, all such properties must be contiguous to each other. All of the properties considered to be developed are described in **Exhibit 3**. Residential subdivisions of land resulting in a lot(s) of 10 acres or less that are approved subsequent to the effective date of this agreement will be considered developed. Any property utilized for commercial or industrial purposes and which has been developed with buildings or other significant structures is considered developed.

c. Surrounded Properties. Any property, whether in Tract 1, 2, 3, or 4, which is less than 40 acres in size and that is entirely surrounded by the City may be annexed by the City at any time ten (10) years after the date on which it becomes surrounded by the City. Surrounded properties include those properties which abut the City of St. Cloud, or a street which abuts the City of St. Cloud, on three or more sides, except that areas within City boundaries but that are isolated from the main areas of the City (such as the St. Cloud airport or relatively narrow strips of land connecting these isolated areas to the main portion of the City) shall not be considered when determining if a Township property is surrounded.

d. Phased Annexation: Unless otherwise agreed to by the Town Board, annexation of land in Tract 2 shall only be considered after 70% of the acreage of Tract 1 is annexed to the City; annexation of land in Tract 3 shall only be considered after 85% of the total acreage of Tract 2 is annexed to the City; and annexation of land in Tract 4 shall only be considered after 85% of the acreage of Tract 3 is annexed to the City.

e. **City Not to Initiate Annexation.** The City will not initiate annexation within the Designated Area, unless petitioned for by property owners or as otherwise provided in this Agreement.

7. Provision of Municipal Utility Service.

a. Sewer Extension a High Priority. Extension of sanitary sewer service to annexed properties requesting sewer service will be a high priority by the City.

b. Assessment or connection charges. Assessment or connection charges to annexed properties will be at the City's officially established rate applicable citywide for improvements of a similar type at the time of benefit and/or connection to said service.

c. Timeline for Connection. Annexed properties must connect to municipal services on the earlier of one of the following:

- (1) The property owner petitions for service;
- (2) The property is sold or otherwise transferred for purposes other than agricultural;
- (3) Construction of new non-agricultural buildings or expansion of existing non-agricultural buildings occurs on the property;
- (4) The property's septic system is failing;
- (5) State or Federal law requires connection; or
- (6) Three years from readily available (installed abutting or directly adjacent to the property) sanitary sewer and/or water services.

d. Siting of Municipal Services in Township. In order to facilitate orderly development of the Orderly Annexation Area and to avoid the annexation of land in the Orderly Annexation Area merely for the purpose of installation of roadway, utilities and drainage improvements (collectively, the "Municipal Services"), the Township may consent to the construction of Municipal Services prior to

annexation provided the City has obtained fee title or easements necessary. The City shall reimburse the Township for the cost to repair any road damage that may occur as a result of City construction of said Municipal Services within the Township road right of way.

e. The City shall make no assessments or charges to properties for any improvements prior to its annexation.

f. The City and Township state that the following municipal services shall be provided to 51% of all property annexed under this Agreement within eighteen (18) months of the date it is annexed: Sewer Service, Water Service, Police Service, Fire Service, First Response Service. If substantially all of the annexed property is not so served with municipal services on the timelines noted no future annexations of any property from the Township to the City under the terms of this Agreement may occur until said services are extended to 51% all of the previously annexed properties.

8. Provision of Other Municipal Services. The City shall be responsible for the provision of all normal and customary municipal services to annexed properties.

9. Tax Reimbursement. The parties agree the City will reimburse the Town a portion of the taxes levied on annexed properties for a 10-year period following annexation as provided in this section.

a. **All Properties.** For all annexed properties, (whether commercial, industrial, residential, agricultural, developed, or undeveloped),

the amount of taxes to be reimbursed and paid to the Town will be calculated by multiplying the assessor's market value for the annexed property in the year of annexation by the tax capacity rate of the Town in the year of annexation. It is the intent of the parties that the payment will be calculated based upon values and the tax rate for taxes payable in the year of annexation (based upon the date the City Council passes its resolution calling for the annexation). The City will then pay the Town that fixed amount each year during the above referenced ten (10) year term.

b. **Developed Commercial/Industrial Properties.** In addition to the tax reimbursement payment provided for above, the City's reimbursement of taxes collected on commercial and industrial properties which were developed prior to annexation will continue for an additional 10 years (after the 10 years provided for above) at a rate of 20% of the fixed amount paid during the initial 10-year reimbursement term as provided for above.

c. **Payment.** The City shall make its payment to the Town once each year, prior to December 1st of each year, based on the monies the City has collected.

10. **Outstanding Assessments and Debt.** To the extent applicable, upon annexation of a given area, the City shall collect and pay to the Town any outstanding assessments for public improvements or services imposed in the Town under Minnesota Statutes, chapters 429, 365A, or other law or property annexed by the City. The City shall pay such amounts over to the Town within 30 days of each tax distribution containing the assessed amounts until the assessment, including applicable interest, imposed on the property is paid in full.

11. **Tax Step-Up for Platted Developed Residential Property.**

For platted, residentially developed properties existing in the Town on the effective date of this Agreement, the tax rate of the City imposed on the annexed properties shall be increased in substantially equal proportions over a six- year period to equality with the tax rate on the property already within the City.

12. **Joint Planning Board.** The parties agree that the zoning for the Designated Area shall be administered by a Joint Planning Board as provided in this section and as the parties may agree to as part of a joint powers agreement.

a. **Joint Planning Board Continued.** A Joint Planning Board shall be established pursuant to Minn. Stat. § 471.59 to exercise planning and land use control over the Designated Area. **The Joint Planning Board cannot be dissolved without the consent of both governing bodies.**

b. **Make-up of Board.** The Joint Planning Board shall continue to be made up of two representatives from the Town appointed by the Town Board on an annual basis and one representative of the City appointed by the City Council on an

annual basis. Appointees will serve until their replacement is appointed. The Chair of the Joint Planning Board will be rotated between City and Town appointees.

c. **Zoning & Subdivision Ordinances.** The Joint Planning Board will adopt its own zoning regulations for the Designated Area **by unanimous vote of all Joint Planning Board Members**. For those areas within Tracts 1 and 2 which are to be annexed the soonest, the zoning regulations shall closely mirror those zoning regulations, and make use of substantially similar zoning districts, which apply within the City of Saint Cloud so as to facilitate consistency in lot dimensions and land uses. In Tracts 3 and above where annexation may not occur for several decades or more, the zoning regulations and zoning districts shall be written to prevent gross inconsistencies with the land uses allowed within the City of Saint Cloud or excessive barriers to the efficient future expansion of city infrastructure and services, but allow for significant flexibility to customize lot dimensions and land uses to the rural nature and specific goals of the Township in maintaining a rural lifestyle. The Joint Planning Board may adopt alternative ordinances and amendments by the unanimous vote of all Joint Planning Board Members. The Joint Planning Board shall serve as the Board of Appeals and Adjustments and it shall adopt such revisions to its ordinance as may be needed to make clear that it serves in that capacity.

d. **Permit Fees and Distributions.** The permit fees shall be established by the unanimous agreement of the Joint Powers Board. Upon dissolution of the Joint Planning Board, any property acquired as the result of the exercise of its powers shall be returned to the City and the Town in equal shares, except to the extent a contribution of property was unequal then that property shall be distributed in proportion to the contributions made.

e. **Staff.** The Joint Planning Board duties will be administered by the staff hired by the Joint Planning Board. The funding of such staffing shall be as determined by the City and Township. The City will be entitled to retain permit fees to cover the cost of administration.

f. **Special Provisions with Joint Planning Area.** The following provisions will apply within the Designated Area:

1. Continuation of Farming Operations. 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 and the rules and regulations adopted by the Joint Planning Board.

2. Setbacks from Farm Operations. The Joint Planning Board will adopt measures to ensure that no new residential homes are constructed within 500 feet of structures (used to house animals or which are considered feedlots according to Minnesota Rules) located on land employed and engaged in agricultural business endeavors. This provision is not intended to apply to new residential structures constructed on the same parcel as the agricultural structures. The exact details of any additional restrictions in this area will be established by the Joint Planning Board as part of a Zoning Ordinance to be adopted.

3. Development. It is the directive to the Joint Planning Board to ensure that regulations adopted by the Joint Planning Board permit existing businesses and farms located within the orderly annexation area to expand as necessary in accord with federal, state and local laws. It is also the directive to the Joint Planning Board that with the exception of expansions of existing facilities and expansion of agricultural operations the Board will limit new residential, commercial and industrial development within the orderly annexation area prior to annexation of the property into the City and the provision of municipal sewer and water services, unless such commercial or industrial development is of a nature which does not generate significant volumes or types of wastewater and does not make use of unusually high amounts of water and such commercial or industrial development is allowable under the adopted zoning regulations.

4. Development of Annexed Properties. The Joint Planning Board, the City, and the Town shall all adopt and maintain 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, or within an active mining area or area subject to likely mining activity, or within an airport zoning district, as appropriate.

5. **Existing Rural Uses.** The parties acknowledge that certain uses exist within the orderly annexation area that may lead to conflict as residential properties are developed adjacent to these uses. The City and the Town acknowledge that Minnesota Statutes § 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 annexation which use was lawful at the time of its inception. In addition, the City and Town agree to work in good faith to address issues that may arise as anticipated property use conflicts arise

6. **Drainage Plans.** For all plats of property annexed to the City from the Town, drainage and grading plans will be presented to the Joint Planning Board and Town for review and comment regarding the potential impacts on other property located within the Town. The City will use good faith efforts to eliminate problems caused in the Town by the drainage and grading completed as a result of such drainage and/or grading plans. The City will also use good faith efforts to address concerns raised by the Joint Planning Board and/or the Town by either making changes to the drainage and grading plans for the plat or by providing written responses to the Joint Planning Board's and/or Town's concerns and agreeing to meet with either the Joint Planning Board or the Town upon the request of either of them to discuss their concerns.

13. **Town Roads.**

a. **Existing Town Roads.** The Town shall maintain Town roads in existence at the time of the execution of the Agreement until lands on both sides of said Town roads are annexed to the City. Upon annexation of the road, any payments remaining due on bonds taken out by the Township for improvement of such roads shall be transferred to the City or the City shall reimburse the Township for continuing such payments.

b. **Annexation of Abutting Property.** If the City annexes property abutting a Town Road, but annexes on one side only of that Road, the Town shall have the option to require the City to maintain both sides of the road abutting the annexed

property. Such option shall be exercised within 90 days of the annexation by Town Board resolution.

c. Undue Burden on Town Roads.

The Town 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 Joint Planning Board and Town will cooperate to ensure the City accepts its reasonable responsibilities. If the City and Town do not agree on maintenance, the Town may submit the issue to the Joint Planning Board for a decision. In the event that the Joint Planning Board determines that the City should accept responsibility for a Town road under these circumstances, the City agrees to abide by the decision of the Joint Planning Board.

14. Annexation Outside of Designated Area.

a. **Other Annexations Limited.** The City will not initiate any annexation action for property outside of the Designated Area except by agreement with the Town Board. However, in the event an incorporation proceeding is initiated by any party for any part of Haven Township, the City then has the right to initiate an annexation action for any part of Haven Township, provided that right is available to it under law at the time of the action.

b. **Property Owners Rights.** Property owners continue to maintain those options available by law at the time of their action to pursue municipal boundary adjustment outside of the Designated Area. Until such time as 70% of the total acreage of Tract 1 and 85% of the total acreage of areas in Tract 2, 3, and 4 are annexed, the City will not support any property owner-initiated annexation petition for areas proposed for residential development that are located outside of the Designated Area. The City will not support any property owner-initiated petition for annexation of land proposed for non-residential development for a period of 60 days starting from the date of the City's submission of a copy of such a petition to the Town Board for its consideration. The Town and the City mutually agree to meet to consider the appropriateness for the requested annexation and approval of an amendment to the Orderly Annexation Agreement.

15. Costs Associated with OA Agreement. Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement. The City shall be responsible for paying the costs of filing this Agreement with the Boundary Adjustment Unit and for making any corrections to the maps or legal descriptions as may be required.

16. Binding Agreement. Pursuant to Minnesota Statutes § 414.0325, subd. 6, and by agreement of the parties, this Agreement is a binding agreement on the parties and its terms are not preempted by the provisions of Minnesota Statutes, chapter 414 or other law as it may now exist or may later be adopted or amended. The parties intend this Agreement to set all exclusive procedures for annexing property within the Designated Area. The City agrees to oppose any effort to annex property within the Designated Area that does not comply with the terms of this Agreement.

17. Dispute Resolution. The parties agree to mediate any disputes concerning the interpretation of this Agreement that cannot be resolved by the City and Township's staff, legal counsel and elected officials by filing a request for non-binding mediation with the Bureau of Mediation Services within 30 days after one party notifies the other party of existence of a dispute under this Agreement. **No annexation actions may proceed during the pendency of a dispute or mediation.**

When the parties to this Agreement are unable to resolve their respective grievances either through direct negotiation or through mediation 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 Agreement and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Agreement, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

18. Venue. The venue for all actions concerning this Agreement shall be Sherburne County, Minnesota.

19. Authorization. The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Resolution and Agreement into effect.

20. Severability and Repealer. All prior resolutions and ordinances of the Town and City, or portions of resolutions and ordinances in conflict herewith, are hereby repealed. Should any section of this Joint Resolution and Agreement be held by a court of

competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation neither the City nor the Town will seek to have any provision of this Agreement declared null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or, of the legislature, special legislation, both actions being for the purpose of reinstating the original intent of this Agreement.

21. Effective Date. This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, as provided by law.

22. Periodic Review and Amendments. The City and Town mutually agree and state that upon request of either party a joint periodic review of this agreement may be conducted 5 years after the effective date of this Agreement and every 5 years thereafter upon the request of either party. The parties may mutually agree to meet to review this Agreement more often than is set forth in this paragraph.

Any amendments to this Joint Resolution and Agreement will require adoption and approval by both the City Council and Town Board. A public hearing must be held if the amendment proposes to expand the Designated Area as provided in Minn. Stat. § 414.0325, subd. 1b.

23. Termination of OA Agreement. The parties agree that this Agreement shall terminate on **December 31, 2075**, unless extended before such time by resolution of the parties. Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2075. Notwithstanding the termination of this Agreement, the provisions of paragraphs 7 (Utilities Services), 8 (Other Municipal Services), 9 (Tax Reimbursement), 10 (Outstanding Assessments and Debt), 11 (Tax Step-Up), and 13 (Town Roads) of this Agreement shall remain binding after the termination of the Agreement for all properties annexed under the terms of this Agreement prior to its termination.

Upon the effective termination of this Agreement with respect to the unannexed territory:

1. This Agreement shall be null and void and of no further effect as to all lands not previously annexed. The City shall have no further right to annex such lands under the terms of this Agreement.

2. The Township shall promptly file a formal Notice of Termination with the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments Unit, referencing the original Orderly Annexation Agreement and noting the withdrawal of consent for all remaining, unannexed territory.
3. Termination shall not affect the validity or status of any land previously annexed under a completed, legally effective Resolution of Annexation adopted prior to the date of termination.

EXHIBIT 1 (Map of Designated Area)

EXHIBIT 2 (Legal Descriptions of Designated Area)

EXHIBIT 3 (Developed Properties within the Designated Area)

GENERAL NOTE: The legal descriptions and maps (Exhibits A, B, and potentially new Exhibits for phased areas or developed properties) from the 2010 St. Cloud/Haven Township agreement would need to be updated or created and attached to this new draft. The specific delineation of Tract 1, Tract 2, etc., would also need to be defined in the new exhibits. As all are aware, the Joint Planning Board having zoning jurisdiction over the annexed area is a fundamental shift from Haven Township having sole land use control as per the 2010 agreement in Tracts 1 and 2 and Sherburne County having sole land use control over the rest of the Township.

Note also that in addition to deciding who will administer the Zoning Ordinance (city staff or an outside/independent hire), it will also need to be decided who will administer the building code and who will review plans and inspect installation of private septic systems.