

**A JOINT RESOLUTION OF THE CITY OF CHASKA AND THE TOWNSHIP OF
CHASKA DESIGNATING THE ENTIRE UNINCORPORATED AREA OF THE
TOWNSHIP OF CHASKA AS IN NEED OF ORDERLY ANNEXATION PURSUANT
TO M. S. 414**

WHEREAS, the City of Chaska ("City") and the Township of Chaska ("Township") desire to accommodate growth in an orderly fashion; and

WHEREAS, the City and Township find that the Annexation Area (described herein) is about to become urban or suburban in character and that the City is capable of providing the services required within a reasonable time; and

WHEREAS, the City and Township find that based on the pending urbanization of the Annexation Area (described herein) that the existing township form of government is not adequate to protect the public health, safety, and welfare in said Annexation Area (described herein); and

WHEREAS, the City and Township find that the annexation would be in the best interests of the Annexation Area (described herein); and

WHEREAS, the City and Township find that the Annexation Area (described herein) is in need of orderly annexation; and

WHEREAS, the City and Township find that an orderly annexation agreement between the parties 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 and the Township that the property described herein is designated for orderly annexation to the City and shall be annexed subject to the following terms and conditions (this agreement is hereinafter referred to as the "Orderly Annexation Agreement" or "Agreement"):

Section 1: Area to be Annexed: Timing: Exclusivity

1. Area to be Annexed. The property covered by this Orderly Annexation Agreement is all property contained within the existing Chaska Township ("Annexation Area"), legally described as follows:

That part of Section 5, Township 115 North, Range 23 West, Carver County, Minnesota, lying west of the corporate boundary of the City of Chaska; and

All of Section 6, Township 115 North, Range 23 West, Carver County, Minnesota; and

All of Section 7, Township 115 North, Range 23 West, Carver County, Minnesota; and

That part of Section 8, Township 115 North, Range 23 West, Carver County, Minnesota, lying west of the corporate boundary of the City of Chaska.

2. Effective Date of Annexation. Subject to the provisions of this Agreement, the City by execution of this Agreement and approval by the State as specified herein, hereby annexes all of the Annexation Area effective January 1, 2005, and the Township, by execution of this Agreement, hereby concurs in that annexation.
3. Exclusivity. Prior to January 1, 2005, the City will undertake no other annexations on its own initiative nor approve any property owner petition in order to ensure the orderly transition from township to city government in the Annexation Area. This Resolution shall be a binding contract upon the parties herein, may be amended by the parties, may be enforced in either law or equity, and provides the exclusive means of annexing property to the City from the Township: the City shall not annex any property from the Township by any other procedure.

Section 2: Jurisdiction and Approvals

1. Jurisdiction. The parties hereby confer jurisdiction on the Department of Administration – Office of Municipal Boundary Adjustments ("Office") or its designated successor under Minnesota Statutes Chapter 414 so as to accomplish the orderly annexation of the Annexation Area consistent with the various provisions of this Agreement.
2. Review and Comment. Upon receipt of this Agreement, passed and adopted by each party, the Office may review and comment, but shall, within thirty (30) days, make an order in accordance with the terms of the Joint Resolution, pursuant to M.S. 414.0325, Subdivision 1, (g).

3. Approval/Effective Date. This Agreement shall be effective on the date that it is approved by the Office. The City and the Township agree that no alteration of the stated boundaries of the Annexation Area is appropriate by the Office. The annexation shall be deemed completed as of the date fixed in the annexation order by the Office.
4. Apportioned Assets and Obligations. Upon the effective date of this annexation, all money, claims, or properties, including real estate owned, held, or possessed by the Township, and any proceeds or taxes levied by the Township, collected or uncollected, shall become and be the property of the City with full power and authority to use and dispose of the same for public purposes as the council may deem best, subject to the same restrictions and limitations under which the Township held the money, claim, or property. The City shall also succeed the Township as to any financial obligations owed by the Township, except that any bonded debt of the township shall be apportioned only to the properties in the Annexation Area in accordance with Minnesota Statutes 414.067.

Section 3: Ward system modification

1. Township ward required. Upon execution of this Agreement and prior to the next municipal election, the City shall redistrict its wards so that no land in the Annexation Area is included in more than one of the City's wards (Exhibit A).
2. Subsequent redistricting. The City may subsequently adjust its wards, but not prior to 2010 may it adopt a system that does not ensure that the entire Annexation Area is contained within one ward.

Section 4: Planning and Zoning

1. Interim Planning and Zoning Authority. The Township and the City shall jointly request Carver County ("County") to exclude the Annexation Area from the County's Planning, Zoning and Subdivision Ordinances to allow the Annexation Area to be governed by the City. Upon execution of this Agreement and approval by the County, the City shall by ordinance, as provided by Minnesota Statutes, Section 462.357, Subdivision 1, and Section 462.358, Subdivision 1, extend the City's planning, zoning and subdivision regulations to include the entire Annexation Area so as to be in substantial conformance with the zoning designations shown on Exhibit B.

The City and Township agree that the land use control authority as contemplated herein means that any and all questions related to land use, including but not limited to planning, zoning, subdivisions, variances, special use permits, conditional use permits, sign regulations, street opening permits on local roads, Wetland Conservation Act Authority, collections of fees associated with the aforementioned activities, processing of applications, conduct of public hearings, the granting or denial of permits, etc., shall be in accordance with the provisions of the Chaska

Zoning Ordinance as they apply to the zoning districts established as shown on Exhibit B and as administered by the City pursuant to the applicable administration provisions of the Chaska Zoning Ordinance as amended from time to time.

The City and the Township agree that within the Annexation Area, Carver County should continue to administer the State Building Code and Individual Septic System Programs as provided by applicable County ordinances until January 1, 2005.

2. Concept. Both parties agree that the "Heights of Chaska" study prepared by the City and Calthorpe Associates (Berkeley, California) on file in the Chaska City Hall shall be the starting point for preparation of the Comprehensive Plan for development of the Annexation Area .
3. Representation on City Planning Commission. In order to facilitate the orderly transition of official controls, the City shall appoint one person who resides in the Annexation Area to the City's Planning Commission for a term commencing on January 1, 2004. The City shall reserve at least one seat on its planning commission for a person who resides in the Annexation Area until January 1, 2010. The Township Board will recommend to the City an individual for appointment to the Planning Commission.

The resident from the Annexation Area who serves on this Planning Commission seat shall be obligated to perform all duties of a Planning Commissioner and shall follow all Planning Commission policies, procedures and rules. If no resident of the Annexation Area applies to serve on the Planning Commission, then the City shall be free to fill the position with a resident from the City at-large. However, the City shall be obligated to actively recruit residents from the Annexation Area to serve on said Planning Commission seat.

Section 5: Property Taxes

1. Rural Tax District. Prior to January 1, 2005, the City shall establish and maintain for ten years a rural taxing district, pursuant to Minnesota Statutes §272.67 to include at a minimum all farm, open space and rural residential areas annexed to the City under this Agreement. The rural taxing district as of January 1, 2005, shall be all the Township area. Properties that are zoned Open (O) as set forth on Exhibit B, shall be removed for the rural taxing district when they are rezoned from Open (O) and a final plat is recorded with Carver County.
2. Duration and Rate. The rural taxing district shall be maintained by the City for at least ten years and have a tax rate of 50% of the City rate (but in no event less than 6.35%, the 2002 Township tax capacity rate). At the end of ten years or such later date as the City shall determine, the City shall phase out the differential tax rate over a period of time not less than five years in equal annual increments.

Section 6: Improvements and Special Assessments (Pre and Post Annexation)

1. Deferral. The City agrees to defer any new water or sanitary sewer assessments levied against Existing Residential Homes on the date this Agreement is approved by the Township until the Homes connect to City utilities. In no case would assessments for Existing Residential Homes to provide water and sewer service exceed \$10,000 per buildable lot. The interest rate on assessments would not exceed 3% and the assessment term shall be a minimum of ten (10) years.
2. New Projects. Prior to January 1, 2005, public improvement projects within the Township may be undertaken by either the Township or the City or by property owners/developers pursuant to Agreement with the City. Assessments on agricultural, open space, or non-platted areas must be deferred until platting or development.
3. Other Utility Charges. Availability, connection or other charges imposed on areas serviced by these public improvements may not exceed the charges established for properties within the City.
4. Required Connection to City Services. No property with a structure located on it at the time of execution of this Agreement by the City and Township will be forced to connect to city sewer or water services, except upon a determination by county or State personnel that a septic system servicing the property is failing, or that the water supply servicing the property is unfit for human consumption.

Section 7: Fire Service, Access to City Facilities and Programs

1. Fire Service. Until January 1, 2005, the City shall continue to provide fire protection service to the Annexation Area at the 2002 fire service rate, and thereafter to the same extent and character as for other city property.
2. Other City Services, Facilities, and Programs. Upon execution of this Agreement, residents of the Annexation Area shall enjoy the same access and terms of use as City residents to City services, recreational facilities and programs, including but not limited to Community Center and Golf Course usage and programs.
3. Road Maintenance and Jurisdiction. Should Carver County turn back any roads in the Annexation Area prior to January 1, 2005, then the City shall be the local government unit and will assume any maintenance responsibilities and shall be considered the road authority for control and liability purposes.

Section 8 Miscellaneous

1. Severability and Repealer. A determination that a provision of this Joint Resolution is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein.
2. State Statute. The terms and conditions of this agreement are created as an addition or complement to the requirements for annexation required by law. The language contained herein shall in no way be deemed to circumvent or reduce requirements established by law. If changes to State Statute are enacted during the duration of this agreement that are more restrictive or otherwise negate the provisions herein, the State Statute shall rule.
3. Mediation/Arbitration. If a dispute of the terms or conditions of this agreement arises, the Town and City hereby agree to enter into mediation to attempt to resolve this dispute. Mediation services shall be provided by a state agency or other third party representative agreed to by both the Township and the City. If mediation is unsuccessful, the Township and City hereby agree to enter into binding arbitration to resolve disputes under this agreement. Mediation and arbitration shall be conducted in accordance with state statutes.
4. Amendment. Both parties reserve the right to initiate an amendment or revision to this Agreement at any time. However, once in effect, any amendment or revision to this Agreement shall require a joint resolution approved by both the Township and the City.

Approved by the Township of Chaska this 12th day of December 2003.

TOWNSHIP OF CHASKA

By: 

Town Board Supervisor

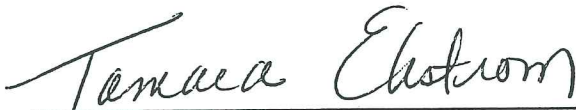
By: 

Town Board Supervisor

By: 

Town Board Supervisor


ATTEST:



Town Clerk


Approved by the City of Chaska this 15th day of December, 2003.

CITY OF CHASKA

By: 

Mayor

ATTEST:



City Administrator

Exhibit A

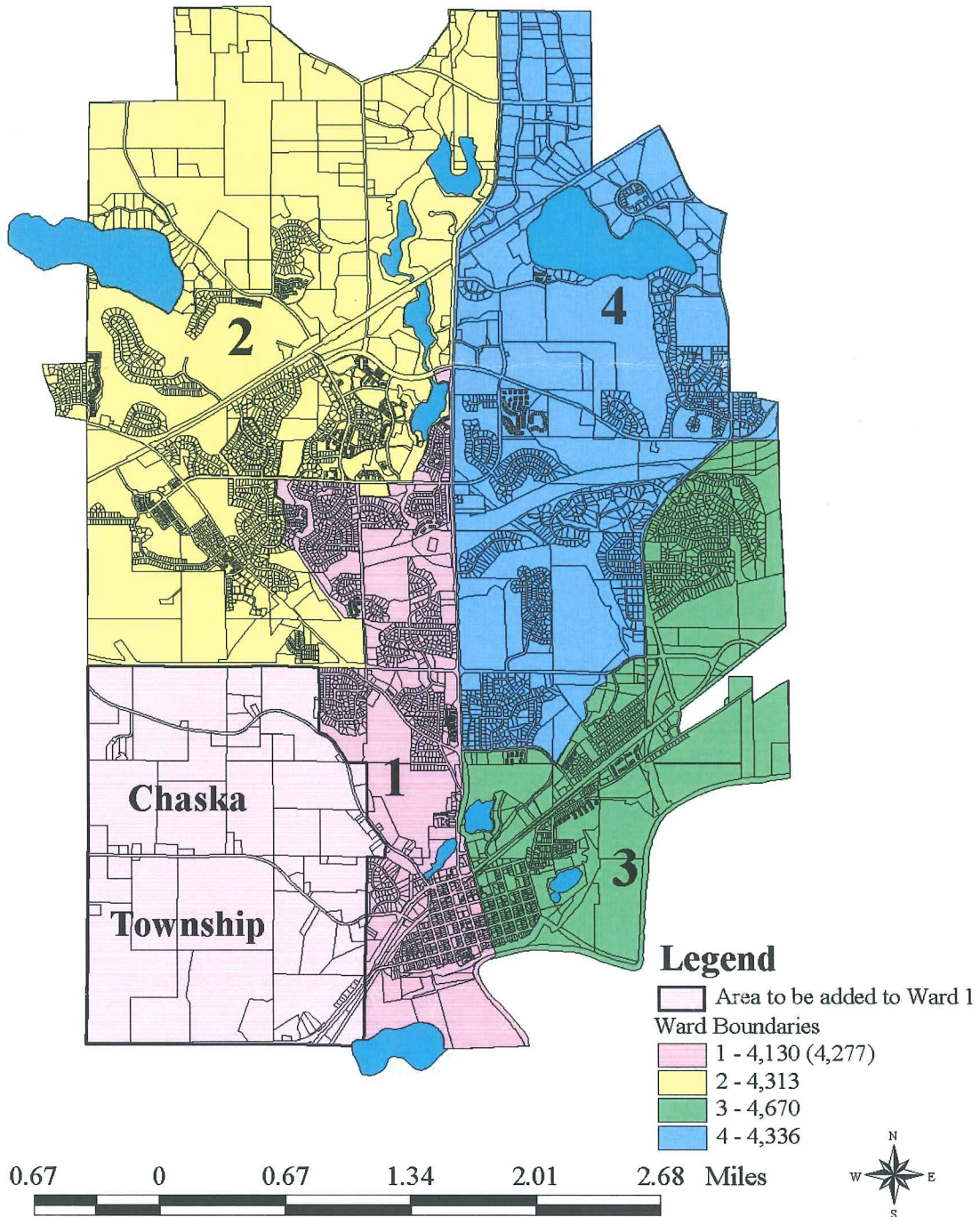


Exhibit B

