

JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN

THE TOWN OF JACKSON & THE CITY OF SHAKOPEE

WHEREAS, the City of Shakopee (hereinafter referred to as the "City") and the Township of Jackson (hereinafter referred to as the "Township"), both located entirely within Scott County in the State of Minnesota, desire to accommodate growth in the most orderly fashion, and have agreed that there is a clear need for cooperative future planning for the land governed by the two jurisdictions; and

WHEREAS, the City of Shakopee and the Township of Jackson have established a committee to develop a joint orderly annexation agreement which has extensively discussed, studied, and evaluated, pertinent issues regarding annexation and planning; and

WHEREAS, the Township Board and City Council have expressed their desire to encourage future development of land near the City so as to promote the development of municipal services and urban growth as much as is practical, while encouraging the retention of land in agricultural use and increasing the longevity of existing rural residential lifestyles; and

WHEREAS, the City of Shakopee and the Township of Jackson are independent local governing authorities who represent the interests of the geographic areas and their constituents; and

WHEREAS, it is desired and expressly understood that decisions of said governing authorities, irrespective of an agreement on a process for orderly annexation, will continue to be made by each respective authority; and

WHEREAS, a joint orderly annexation agreement 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, in consideration of the mutual terms and conditions that follow, the City and Township enter into this Joint Resolution for Orderly Annexation and that the property herein described may be annexed in the future by the City, and at the time annexation is proposed, it shall occur, or may be applied for, subject to the following terms and conditions:

Section I - Administration

1. Minnesota Municipal Board Jurisdiction. Upon approval by the Township Board and the City Council, this Joint Resolution shall confer jurisdiction upon the Minnesota Municipal Board, or its designated successor (hereinafter referred to as the "Municipal Board") so as to accomplish said orderly annexations in accordance with the terms of this Joint Resolution. This function is currently the responsibility the Office of Strategic and Long Range Planning, Municipal Boundary Adjustments.
2. Review and Comment by the Municipal Board. The Township and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for

annexation and that no consideration by the Municipal Board is necessary for individual annexations which occur in accordance with this agreement. The Board may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.

3. No Alteration of Boundaries. The Township and City mutually agree and state that no alterations by the Municipal Board of the stated boundaries of the area designated for orderly annexation is appropriate.
4. Authorization. The applicable legislative bodies of the Township and City, as well as the Executive Director of the Municipal Board, are hereby authorized to carry the terms of this Joint Resolution into effect.
5. Severability and Repealer. A determination that a provision of this Joint Resolution is unlawful or unenforceable shall not effect the validity or enforceability of the other provisions herein.
6. Geographic Limitation for Annexation. All of the land in the Township is subject to orderly annexation in accordance with this agreement under and pursuant to State Statute, subject to the provisions contained herein.
7. 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.
8. Effective Date/Applicability. This Joint Resolution shall be effective upon adoption by the legislative bodies of the Township and City and acceptance by the Municipal Board. This agreement shall be applicable for any annexation petition filed or initiated while the agreement is in effect. Should this agreement be terminated following the filing of a petition for annexation, but prior to final action on that annexation by the City, the provisions of this agreement shall be binding unless otherwise modified by a joint resolution of both the Township and the City.
9. Annexation by Ordinance. Annexation shall be accomplished according to the terms of this Joint Resolution and Minn. Stat. § 414.033, subd. 2.
10. Duration of Agreement. This Agreement shall be in force and binding from the effective date as identified herein, and shall continue to remain in effect until the Township and City replace or renew this Agreement with an amended joint agreement and resolution for orderly annexation.
11. 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.

12. Amendment and Pre-mature Termination. 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, as well as acceptance by the Municipal Board. Both parties reserve the right to initiate the pre-mature termination of this Agreement. However, termination of this Agreement shall require a joint resolution approved by both the Township and the City. This Agreement shall terminate immediately upon approval of both legislative bodies and acceptance by the Municipal Board.
13. Planning and Land Use Control Authority. The Township and City mutually agree and state that a Joint Board, which shall be known as the Jackson/Shakopee Joint Orderly Annexation Board, will be established between the Township, City, and Scott County pursuant to Minn. Stat. § 414.0325 concurrently with this Agreement. Upon the Municipal Board's Order for Annexation, the land use and planning authority of the annexed territory shall rest with the City.
14. City Development Standards. The Township and City mutually agree and state that there is an inherent financial benefit to utilize City development standards within orderly annexation areas that will readily allow for the future extension of public utilities. Furthermore, the Township and the City agree to work with Scott County government to create, support, and develop standards that minimize the amount of infrastructure, and potential assessment costs, associated with annexation.
15. Joint Notification. Upon receiving or initiating a Petition for annexation, the City shall send a copy of the petition, resolution, proposed plans, and other relevant information to the Township. This provision shall be considered in concert with, and not necessarily in addition to, any required or existing notification procedure maintained by the City or required by State Statute.
16. Joint Planning Meetings. The Township and City mutually agree and state that they will conduct a minimum of two (2) joint planning meetings in each calendar year. The purpose of these meetings is for general communication, specifically, to discuss potential amendments to this Agreement, to discuss specific development proposals or annexation petitions, obtain feedback on planning studies/capital improvement projects, or any other related topics. Times for meetings shall be determined jointly by the Township and City. To initiate a meeting, the legislative body of either the Township or City shall direct a written request to the legislative body of the other party. At a minimum, one elected official of each legislative body shall be required to attend the meeting.

Section II - Initiation of Annexation, Petition

1. Requirements of Section. In addition to any requirements identified by state statute, all petitions for annexation, or initiation of annexation, shall occur in accordance with the provisions identified by this section. Where state statute allows for a petition to be filed or initiated not in conformance with this section of the Agreement, the legislative body of the City hereby agrees that favorable action will not occur on said petition without the prior or concurrent amendment of this Agreement in accordance with the provisions identified herein.

2. Property Owner Initiated Adjacency Requirements The following standards shall be used to determine adjacency when a property owner, or combination of multiple property owners with contiguous property, initiates annexation of property: A property, or combination of contiguous properties, shall be considered adjacent to the City when fifty (50) linear feet or more of the subject annexation area boundary is shared with the boundary of the City.
3. City Initiated Annexation Adjacency Requirements The following standards shall be used to determine adjacency when the City initiates annexation of property:
 - a) Undeveloped property - Fifty (50) percent contiguous shall be defined as at least fifty (50) percent of the boundary of the subject property, or combination of contiguous properties, is adjacent to the City and/or Township limits.
 - b) Developed property - Completely surrounded shall be defined as one hundred (100) percent of the boundary of the subject property, or combination of contiguous properties, is adjacent to the City and/or Township limits.
 - c) Township Limit - For the purposes of this document, the Township limit shall be defined as those portions of the outer boundary of the Township, not adjacent to the City, adjacent to other Townships, or jurisdictional boundaries.
4. Property Owner Petition. Any landowner, or combination of multiple landowners, with property adjacent to the municipal boundary of the City, may petition the City to annex their property in accordance with this Agreement.
5. Subdivision Definition. For the purposes of this agreement, a subdivision is defined as one or more lots platted through the provisions identified within the Scott County Subdivision Control Ordinance, as from time to time amended. For those lots that pre-date the Subdivision Control Ordinance, a subdivision shall be considered one or more parcels of land established by lot and block number descriptions rather than a metes and bounds property description.
6. Existing Subdivision Petition. A simple majority of land owners within a subdivision based on the total number of lots, when the subdivision boundary is contiguous to the municipal boundary of the City, may petition the City to annex the entire subdivision in accordance with this agreement. In addition, residential developments platted under the Urban Expansion Reserve provisions of the County Zoning Ordinance may be petitioned in their entirety by the owner, or owners, of a simple majority of the total property of the subdivision, including the outlot(s) reserved for future development. A petition to annex a residential subdivision which developed under the Urban Expansion Reserve Zoning provisions of the County Zoning Ordinance may not be considered valid unless it includes all the gross property of the subdivision, including developed/platted lots, outlot(s), and any public or commonly owned property as applicable. Any existing subdivision petitioning for annexation in accordance with this provision shall be considered a petition of all the representative property owners for the purpose of this agreement. The separate provisions identified when the City initiates annexation shall not apply.

7. Initiation of Annexation by City for Undeveloped Property. The City may at anytime, without a petition of the property owners, annex undeveloped property, or multiple properties, within the Township which are at least fifty (50) percent surrounded by the municipal boundary of the City, based on the perimeter of the entire area to be annexed. For the purposes of this Agreement, whether or not a property is developed shall be determined at the time of initiation of the annexation, based on existing conditions or approved and recorded plans, whichever is more restrictive. A property shall be considered developed if it meets one of the following criteria:

- a) Residential subdivisions/lots with a gross density greater than one (1) dwelling unit for every five (5) acres of land based on either the number of dwelling units or lots, whichever is greater. Residential developments platted under the Urban Expansion Reserve Zoning provisions of the County Zoning Ordinance shall include the outlot(s) reserved for future development as part of the calculation of gross density, where applicable.
- b) Non-residential development with 1,000 square feet of principal and/or accessory building coverage per acre or greater.

For the purposes of this Agreement, a dwelling unit shall be defined as a residential building or portion thereof intended for occupancy by one (1) or more persons with facilities for living, sleeping, cooking, eating, and restrooms. Motels, hotels, rooming houses, nursing homes, manufactured home parks, campgrounds, and similar facilities shall be considered commercial and not residential. Tents, seasonal cabins, motor homes, travel trailers, and other similar temporary or moveable facilities shall not be considered a dwelling unit.

Land which is tax exempt, publicly owned, utilized for utility or transportation purposes, or other similar property shall be considered undeveloped.

8. Initiation of Annexation by City for Developed Property. The City may at any time, without a petition of the property owners, annex developed property or multiple adjacent properties within the Township completely surrounded by the municipal boundary of the City, subject to the following additional conditions:

- a) Certified Notice of Intent to Annex- The City shall provide a minimum of one (1) year notice by certified mail to each property owner within a developed area prior to initiating annexation. This certified notice shall also be sent to the Township. This notice shall be considered additional to any requirements established by state statute. The notice shall include the following information:
 1. Improvements – all proposed improvements with an estimated installation date and approximate assessment cost (if applicable).
 2. Benefits – the major proposed services/benefits that are planned to occur simultaneously with annexation. Benefits suitable for notification shall be at the discretion of the City, but are intended to include, but not be limited to, police and fire services, street maintenance, and park system benefits.
 3. Tax Rates – the existing City tax rate compared to the existing Township tax rate. The notice shall also include the estimated date when the new

tax rate would take effect and first be payable to the City. Although an individual analysis of each property is not required, at least one representative example shall be provided that illustrates a typical before and after effect between City and Township taxes identified in dollars per year. The purpose of this provision is to provide general information to property owners within a proposed annexation area.

4. Timeline for Annexation – the anticipated schedule for future notice, public hearing dates, and the ultimate effective date of annexation. Although individual dates and times need not be identified, the purpose of this provision is to make residents aware of the general chronology of annexation in accordance with statute and the provisions of this Agreement.
- b) Public Meeting Required – The City shall conduct a public informational meeting on the proposed annexation plans within ninety (90) days of the certified notice. The date, time, location, and purpose of this meeting shall be identified as part of the certified notice of annexation. The purpose of this meeting is to provide general information to the public and solicit public input on required infrastructure improvements.
- c) Effective Date of Annexation – City approval of the Resolution for annexation shall not be submitted to the Municipal Board earlier than one (1) year from the date of approval of the Resolution. The effective date of annexation shall be the date of Municipal Board approval.
- d) Assessment Period - The pay back time on assessments for improvements associated with annexation shall be for a period not to exceed ten (10) years. Individual property owners may request the City to consider increasing the payback time on assessments to a maximum period of twenty (20) years, however, the consideration shall be guided as follows:
 1. Property Owner Initiated Annexation – Approval of any requested extension is solely in the discretion of the City.
 2. City Initiated Annexation – Although the City has the right to review and approve assessment payback times, the burden shall be on the City to identify valid reasons why an assessment should not be extended at the request of an individual property owner. To be considered valid, assessment extension requests shall be made prior to or as part of the hearing process required for annexation. Any dispute to this provision shall be governed by the Mediation/Arbitration provision of this agreement.
- e) Public Water and Sewer Service - To reduce pre-mature assessment costs to developed property, public water and sanitary sewer need only be provided to developed areas where there is either an existing or eminent health concern identified by the City, or where the extension of services is part of the implementation of the City's long range utility plans. At any time, property owners may also petition the City for the extension of services. At that time, the City shall prepare a plan/concept outlining how, when, and at what cost services

might be provided. The City shall allow for input on the prepared plan/concept prior to proceeding with implementing the request and assessing the cost to individual property owners. The intent of this provision is to allow property owners to evaluate the cost/benefit of services where other health concerns or the implementation of long range plans does not exist.

- f) Township Requested Improvements - The Township, on behalf of the proposed annexation area, may request that specific improvements be installed to address a specific problem and/or deficiency. To be considered by the City, the Township shall notify the City of any requested improvements prior to or as part of the first public hearing, as required by state statute. Any request made after that time shall not have standing and may be considered solely at the discretion of the City. If no agreement can be reached regarding the need for the requested improvements within the annexation area, the annexation may not proceed until the disputed installation of improvements is resolved in accordance with the Mediation/Arbitration portion of this Agreement.

Section III – Municipal Reimbursement

1. Municipal Reimbursement. It is generally recognized that the fiscal planning for any government entity occurs in the calendar year prior to the actual expenditures. Whereas, the annexation of property could pose a hardship on the Township having planned for a certain income that is no longer available upon annexation. To address this potential hardship, the Township and City mutually agree and state that, pursuant to state statute, a reimbursement from the City to the Township shall occur for the taxes collected on land annexed into the City. Reimbursement shall occur as identified herein. Any and all of the applicable property taxes collected in the area designated for Orderly Annexation shall remain the property of the Township. Excepting required reimbursement, upon annexation, any and all property taxes collected from the annexed properties shall be the property of the City. Reimbursement from the City to the Township shall occur as follows:
 - a) Rate/Amount – The City shall reimburse the Township by substantially equal cash payments for a period of (2) years. The amount of the reimbursement shall be based on the assessed value of the annexed property as of January 2 of the year the parcel is annexed. The year the property is annexed shall be determined by the date of Municipal Board approval.
 - b) Reimbursement Schedule – The City shall reimburse the Township with the amount of funds as determined herein. Cash installment payments to the Township shall be made to the Township sixty (60) days from the date the semi-annual tax settlement is received by the City for the proportional amount of taxes that would have been due the Township without annexation. Installment payments shall be made until the required amount of funds is paid in full. The City may at any time choose to reimburse the Township in full and forego all or the remainder of installment payments.
2. Tax Exempt Property. Where a property is annexed that is publicly owned or is currently exempt from local property taxes, the exemption shall be maintained and no reimbursement shall be required from the City to the Township.

3. Bonded Improvements. The Township may bond for capital expenditures in accordance with applicable state statutes. However, the Township shall be solely responsible for bearing the costs associated with paying back the bond unless a previous agreement is reached between the Township and the City.

Section IV – Miscellaneous Conditions.

1. Annual Area Limits. Within any given calendar year, the City shall be limited to a maximum area it may annex without property owner petitions. The City shall be limited to a maximum City-initiated annexation area of two hundred and fifty (250) acres per calendar year of developed and undeveloped property combined. For the purposes of this agreement, publicly owned property, or property currently exempt from local property taxes, shall not apply or count toward the maximum area limitation.
2. Township Requested Annexation. Over time, it is likely that pockets or islands of the Township will be created due to annexation. At which time, the Township may determine that it is either a financial burden or undesirable to provide service to specific properties. To alleviate the effects of continual annexation and the creation of pockets and islands, the Township may at anytime require the City to annex properties that are completely surrounded by the City, as defined within this Agreement. Annexation requested by the Township is subject to the following:
 - a) The Township shall notify the City of this request by certified mail identifying all properties requested to be annexed.
 - b) The City shall have a period of one (1) year from the date of notification to initiate the annexation of the properties associated with the request.
 - c) No reimbursement shall be required from the City to the Township for Township requested annexation of property.
 - d) There shall be no size or area limitation placed on Township requested annexation initiated by the City.
3. Exemption for Court Ordered Extension of Services. The Township and City recognize that a situation may come to exist that a judicial decision may be made that requires the City to extend water, sewer, or other municipal service to a portion of the Township. If a legally binding court order exists with no possibility of further disruption on appeal, and the contract for the extension of services has been completed, the annexation of that property may be initiated by the City in accordance with the Township requested annexation provisions of this Agreement in the preceding section, rather than the more stringent City initiated provisions. In cases where the order is relative to only a portion of a residential subdivision, the annexation may include the entire subdivision to facilitate the extension of services, at the discretion of the City.
4. Road Maintenance. If land is annexed into the City whereby ownership extends to the centerline of a Township road, the City shall assume maintenance of said road.

OCT 11 2002

JACKSON TOWNSHIP

Approved this 22nd day of July, 2002.

By: Norbert Theis
Norbert Theis, Chair
Jackson Township

Attested to: Rose Menke
Rose Menke, Clerk

Dated: July 22, 2002

Dated: July 22, 2002

Approved as to Form:

By: James A. Terwedo
James A. Terwedo, Jackson Township Attorney

Dated: 7/22/02

CITY OF SHAKOPEE

Approved this 7th day of August, 2002 by the City of Shakopee.

By: William P. Mars
William P. Mars, Mayor
City of Shakopee

Attested to: Mark McNeill
Mark McNeill, City Administrator

Dated: 8-7-02

Dated: 8/7/02

By: Judith S. Cox
Judith S. Cox, City Clerk
City of Shakopee

By: Karen Cole
Karen Cole, City of Shakopee Attorney
James J. Thomson

Dated: 8-8-02

Dated: 8-7-02

REC'D BY
MMB

OCT 11 2002

CARVER CO.

H

R23W

Strunks
Lake

SCOTT
COUNTY
COURTHOUSE

CHESTNUT

Gifford
Lake

JACKSON

LOUISVILLE

1. CREEKSIDE LN.
2. NORTH SHANNON DR.
3. SOUTH SHANNON DR.

1. ANN PL.
2. STEVE DR.
3. ANN CIR.

1. BLUEBILL CIR.
2. MOONLIGHT DR.
3. 1.
4. 2.

Thole
Lake

JOINT POWERS AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2002, pursuant to Minnesota Statute, § 471.59, by and between the County of Scott (hereinafter referred to as the "County"), the Township of Jackson (hereinafter referred to as the "Township"), and the City of Shakopee (hereinafter referred to as the "City"), bodies corporate and politic existing under the laws of the State of Minnesota.

WITNESSETH:

WHEREAS, the City is the planning and land use control authority within its jurisdiction;

WHEREAS, the County is the planning and land use control authority within its jurisdiction, pursuant to agreements with all of the townships located within Scott County;

WHEREAS, the Township and the City have entered into a Joint Resolution for Orderly Annexation;

WHEREAS, the Joint Resolution authorizes establishment of a Joint Board to exercise planning and land use control authority within the orderly annexation area as provided in Minnesota Statutes, § 414.0325, subd 5; 471.59, subds. 2 to 8 inclusive;

WHEREAS, said Joint Board shall consist of elected representatives of the County Board, Township Board, and City Council;

WHEREAS, Minnesota Statutes § 471.59, subd. 1 allows the exercising of powers by participating governmental units on behalf of the other participating government units through a joint powers agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements herein, the parties do agree as follows:

1. The County shall be the planning and land use control authority for all property within the corporate limits of the Township, in accordance with adopted County Ordinances and Plans, as may be amended.
2. Upon annexation, the planning and land use control authority shall be the responsibility of the City, in accordance with adopted City Ordinances and Plans, as may be amended.
3. This Joint Powers Agreement shall be in force and binding from the effective date as identified herein, and shall continue to remain in effect until the County, Township, and City replace or renew this Agreement with an amended joint powers agreement, or the Township is annexed by the City in its entirety.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

OCT 11 2002

SCOTT COUNTY

By: Barbara Marschall
Barbara Marschall, Chair
County Board of Commissioners

Attested to: David J. Unmacht
David J. Unmacht, County Administrator

Dated: 8/13/02

Dated: August 13, 2002

JACKSON TOWNSHIP

By: Norbert Theis
Norbert Theis, Chair
Jackson Township

Attested to: Rose Menke
Rose Menke, Clerk

Dated: July 22 2002

Dated: July 22, 2002

CITY OF SHAKOPEE

By: William P. Mars
William P. Mars, Mayor
City of Shakopee

Attested to: Mark McNeill
Mark McNeill, City Administrator

Dated: 8-7-02

Dated: 8/7/02

By: Judith S. Cox
Judith S. Cox, City Clerk
City of Shakopee

Dated: 8-8-02

REC'D BY
MMB

OCT 11 2002

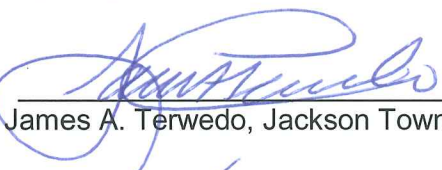
APPROVED AS TO FORM:

SCOTT COUNTY

By: 
for Thomas J. Harbinson, Scott County Attorney

Dated: 8-15-02

JACKSON TOWNSHIP

By: 
James A. Terwedo, Jackson Township Attorney

Dated: 7/22/02

CITY OF SHAKOPEE

By: 
~~Karen Cole~~, City of Shakopee Attorney
James J. Thomson

Dated: 8/7/02