

**AGREEMENT BETWEEN THE TOWN OF HASSAN
AND THE CITY OF ROGERS FOR GROWTH MANAGEMENT,
ORDERLY ANNEXATION AND THE EXERCISE OF JOINT POWERS
FOR THE EXTENSION OF MUNICIPAL SERVICES AND
AND TRANSPORTATION IMPROVEMENTS**

THIS AGREEMENT is made this 22 day of OCTOBER, 2003, ("Effective Date") between the City of Rogers, Hennepin County, Minnesota ("City") and the Town of Hassan, Hennepin County, Minnesota ("Town") and is an agreement relating to growth management and constitutes a "Joint Resolution" between the City and Town authorized by Minnesota Statutes §414.0325 providing for a procedure and a framework for orderly annexation of the entire Town to the City. This Agreement also provides for the exercise of joint powers for the extension of municipal services and for the construction of transportation improvements as authorized pursuant to Minnesota Statutes §471.59.

**SECTION ONE
INTRODUCTION**

- 1.01 Certain landowners within the Town have petitioned the City for annexation and for the extension of municipal utilities. Since receiving the petitions, the City has undertaken a review of its Comprehensive Plan and has studied the ability of the City to provide services to the areas and has concluded that if the areas requesting services are developed into urban uses, the City would ultimately be benefited by a broadened tax base and a more vital community and that urban growth in the annexation area would benefit the City.
- 1.02 The Town of Hassan filed an Incorporation Petition on October 11, 2002 with Minnesota Planning, Municipal Boundary Adjustments (File No. I-67 Hassan) pursuant to Minnesota Statutes §414.02. The Town has participated in a review of its Comprehensive Plan, and has concluded that it would be beneficial to the Town, and to property owners remaining in the Town, during and after annexation, to enter into this Agreement with the City so that the areas to be annexed will be developed in an orderly fashion, and in a manner that positively impacts the people of the Town.

INTENT

- 1.03 The parties to this Agreement intend it to be binding with all the rights, privileges, and obligations attached thereto. Both parties intend to be bound by this Agreement and shall not violate its terms. Neither party shall exercise any legislative authority either now existing or which may be later created in a way which violates the terms of the Agreement. Both parties understand that they may not limit the power of the legislature over annexation, and such is not their intent. Instead, the parties agree to refrain from exercising any legislative authority, now or into the future, in a way that would violate the terms of this Agreement.

INCLUSION INTO COMPREHENSIVE PLAN

- 1.04 Within sixty (60) days of the adoption of this Joint Resolution, the Town and the City shall adopt and forward to the Metropolitan Council a Comprehensive Plan Amendment incorporating the Orderly Annexation Agreement ("OAA") into their respective Comprehensive Plans.

SECTION TWO ORDERLY ANNEXATION AREA

- 2.01 The Town and the City desire to accomplish the orderly annexation and extension of municipal sanitary sewer and water services, together with transportation improvements, to and within the areas legally described in this Joint Resolution in a mutually acceptable manner without the need for contested hearings. This Agreement provides for the joint exercise by the Town and the City of their respective authority pursuant to Minnesota Statute §471.59 and other laws pertaining to the extension of municipal services and transportation improvements.
- 2.02 The entire Town, as it currently exists, is subject to annexation by the City pursuant to this Agreement and the Town itself will constitute the "Orderly Annexation Area." The Town and City hereby designate three areas as being in need of orderly annexation pursuant to Minnesota Statute §414.0325, and in accordance with the terms and conditions of this Agreement.

SECTION THREE PHASING SCHEDULE

- 3.01 The Town and City agree that phasing the growth envisioned for the annexation area would benefit the City by reducing the financial risk of extending core facilities into the Orderly Annexation Area by extending such facilities gradually rather than at one time. This would also allow for the burden imposed by the growth to be gradually borne by the City so that the level of services needed by the new development could be supplied on a gradual and phased basis. The Town has agreed that a phased development plan as envisioned by this Agreement would benefit the Town by phasing the impact of lost tax base on the remaining Town government and easing financial and lifestyle burdens that an immediate annexation of the entire area would impose on Town residents. For the purposes of this Agreement, the Orderly Annexation Area will be divided into three (3) phases described below:

ORDERLY ANNEXATION AREA I

- 3.02 "Orderly Annexation Area I," hereinafter referred to as "Phase I," is legally described on Exhibit 1 attached hereto and incorporated herein by reference. For ease of reference, Phase I is shown on the map attached hereto as Exhibit 4 and is that area shown in red.

ORDERLY ANNEXATION AREA II

- 3.03 “Orderly Annexation Area II,” hereinafter referred to as “Phase II,” is legally described on Exhibit 2 attached hereto and incorporated herein by reference. For ease of reference, Phase II is shown on the map attached hereto as Exhibit 4 and is that area shown in yellow.

ORDERLY ANNEXATION AREA III

- 3.04 “Orderly Annexation Area III,” hereinafter referred to as “Phase III,” is legally described on Exhibit 3 attached hereto and incorporated herein by reference. For ease of reference, Phase III is shown as uncolored on the map attached hereto as Exhibit 4 and, in broad terms, covers all that area enclosed within the Town’s boundaries that are not included in Phase I or Phase II.

SECTION FOUR

4.01 Orderly Annexation of Phase I.

- (a) Timing of Orderly Annexation of Phase I. Phase I is designated for orderly annexation to be completed by December 31, 2003.
- (b) Acreage of Phase I. The Phase I orderly annexation area contains approximately 317 acres.
- (c) Population. The Phase I orderly annexation area has a population of approximately 127.
- (d) No hearing required. The City and Town agree that no alteration of the boundaries as stated in Phase I is appropriate and that no consideration by the Department of Administration, Municipal Boundary Adjustments, is necessary; further, that all terms and conditions for annexation of Phase I are provided for in this Joint Resolution pursuant to Minnesota Statutes §414.0325. Upon receipt of this Joint Resolution, the Department of Administration, Municipal Boundary Adjustments, may review and comment, but shall, within 30 days of receipt, order the annexation of Phase I in accordance with the terms and conditions contained in this Joint Resolution.
- (e) Provision of Services. The City and Town agree that after annexation of Phase I, pursuant to the terms of this Joint Resolution, the City shall be responsible for providing municipal and governmental services to the area contained within said Phase I. All parcels annexed shall be required to connect to municipal sewer and water services as directed by the City from time to time, and will be required to pay all assessments, charges and costs for City services that apply to the properties in the City.

4.02 Orderly Annexation of Phase II.

The City and Town agree that Phase II is designated as in need of orderly annexation pursuant to Minnesota Statutes §414.0325.

- (a) Acreage of Phase II. The City and Town agree that Phase II contains approximately 1,593 acres.
- (b) Population. The Phase II orderly annexation area has a population of approximately 178.
- (c) Timing of orderly annexation of Phase II. The City and Town agree that Phase II property may be annexed, only in a contiguous manner, to the City as hereafter provided on or after January 1, 2004 and continuing until August 15, 2010, at which time the property in Phase II shall be completely annexed to the City. An individual property owner located within Phase II may be annexed at any time between January 1, 2004 and August 15, 2010 by filing a Petition with the City for annexation and connection to municipal sewer and water service, and by the City filing a Resolution with the Department of Administration, Municipal Boundary Adjustments, or successors, following receipt of such Petition.

After annexation of undeveloped property located within Phase II, said property shall be required to connect, as provided in the Rogers ordinances, to City water and sewer services and will be required to pay all assessments, charges and costs for City services that apply to the properties in the City.

For residential properties with existing on-site septic systems, the City will require hook-ups based upon a pro-rated time schedule depending on the age of the existing system. The City will adopt a policy regarding the hook-up of these systems.

- (d) No hearing required. The City and Town agree that upon the occurrence of any event triggering annexation as provided above, the City may execute a Resolution for annexation of property and file the same with the Department of Administration, Municipal Boundary Adjustments, or its successor. Upon receipt of such a Resolution from the City providing for annexation of a designated area and a copy of this Joint Resolution, the Department of Administration, Municipal Boundary Adjustments, pursuant to Minnesota Statutes §414.0325, may review and comment, but shall, within 30 days of receipt of said Resolution, order the annexation of the area designated therein in accordance with the terms and conditions of this Joint Resolution. The City and Town agree that no alteration of the boundaries as described in the Resolution filed is appropriate, that no consideration by the Department of Administration, Municipal Boundary

Adjustments is necessary and that all terms and conditions for annexation of the area in the Resolution filed are provided for in this Joint Resolution.

- (e) Provision of services. The City and Town agree that after annexation of Phase II or any portion thereof, pursuant to the terms of this Joint Resolution, the City shall provide municipal governmental services to such area, and the parcels therein shall then be required to connect to municipal sewer and water services as directed by the City from time to time.

4.03 Orderly Annexation of Phase III.

The City and Town agree that Phase III is designated as in need of orderly annexation pursuant to Minnesota Statutes §414.0325.

- (a) Acreage of Phase III. The City and Town agree that Phase III contains approximately 11,666 acres.
- (b) Population. The Phase III orderly annexation area has a population of approximately 2,158.
- (c) Timing of orderly annexation of Phase III. The City and Town agree that Phase III property shall be completely annexed to the City, as hereinafter provided, no later than August 15, 2030. An individual property owner of contiguous land located within Phase III may be annexed after August 15, 2010 and prior to August 15, 2030 should the owner of said property file a petition with the City for annexation and/or connection to municipal sewer and water service, and a Joint Resolution is adopted by the Town and the City providing for the annexation of the land to the City of Rogers. If the property in Phase III is annexed to the City prior to August 15, 2030, it will be required to connect to City sewer and water service and to pay all assessments, charges and costs for City services as set forth in the Rogers ordinances.

For residential properties with existing on-site septic systems, the City will require hook-ups based upon a pro-rated time schedule depending on the age of the existing system. The City will adopt a policy regarding the hook-up of these systems.

- (d) No hearing required. The City and Town agree that upon the occurrence of any event triggering annexation as provided above, the City and Town may execute a Joint Resolution for annexation of property and file the same with the Department of Administration, Municipal Boundary Adjustments, or its successor. Upon receipt of such a Resolution from the City providing for annexation of a designated area and a copy of this Joint Resolution, the Department of Administration, Municipal Boundary Adjustments, pursuant to Minnesota Statutes §414.0325, may review and comment, but shall, within 30 days of receipt

of said Resolution, order the annexation of the area designated therein in accordance with the terms and conditions of this Joint Resolution. The City and Town agree that no alteration of the boundaries as described in the Resolution filed is appropriate, that no consideration by the Department of Administration, Municipal Boundary Adjustments is necessary and that all terms and conditions for annexation of the area in the Resolution filed are provided for in this Joint Resolution.

- (e) Provision of services. The City and Town agree that after annexation of Phase III, or any portion thereof, pursuant to the terms of this Joint Resolution, the City shall provide municipal governmental services to such area, and the parcels therein shall then be required to connect to municipal sewer and water services as directed by the City from time to time.

SECTION FIVE TAX REIMBURSEMENT IN PHASES I, II AND III

- 5.01 In accordance with Minnesota Statute §414.036, the City and Town agree that as to those properties in Phase I, Phase II and Phase III (until such time as the entire Town is annexed pursuant to this Agreement) the City shall reimburse the Town for all of the taxable property annexed as follows:
- (a) In the first year after annexation, the Town shall receive 100% of that tax base.
 - (b) In the second year after annexation, the Town shall receive 80% of that tax base.
 - (c) In the third year after annexation, the Town shall receive 60% of that tax base.
 - (d) In the fourth year after annexation, the Town shall receive 40% of that tax base.
 - (e) In the fifth year after annexation, the Town shall receive 20% of that tax base.
 - (f) Thereafter, all taxes collected in the area annexed shall belong to the City.
- 5.02 For the purposes of taxation, if annexation becomes effective on or before August 1st of a levy year, the City may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1st of a levy year, the Town may continue to levy on the annexed area for that levy year, and the City may not levy on the annexed area until the following levy year.
- 5.03 In addition to the above, the City shall pay to the Town any delinquent taxes or special assessments due and owing to the Town at the time of annexation; the taxes and special assessments shall be paid to the Town as they are collected by the City.

**SECTION SIX
HIGHWAY 101 CORRIDOR**

- 6.01 The parties to this Agreement have agreed to the extension of sewer and water services by City to the area of the Town known as the "Highway 101 Corridor" consisting of commercial and industrial property within the Town and north along Highway 101. Said 101 Corridor legally consists of the property described in the attached, amended, Joint Powers Agreement relating to the extension of said sewer and water services along the 101 Corridor.
- 6.02 The amended Joint Powers Agreement shall be attached hereto and incorporated and hereby referenced and shall be identified as Exhibit 5, and shall be enforceable according to its terms.

**SECTION SEVEN
HENRY'S WOODS**

- 7.01 That area within the Town designated as "Henry's Woods" consisting of approximately 157 acres of unique farmland and woodland that the parties have agreed and determined to keep and preserve. The area so designated is legally described on the attached Exhibit 6, which exhibit is incorporated herein by attachment of said Exhibit. This area shall remain within the Town until the last property is annexed into the City (see Section Four, 4.03 Phase III annexation) or until the parties by Joint Resolution of both entities determine otherwise. Both parties agree to the terms and conditions outlined in said Exhibit 6.

**SECTION EIGHT
PLANNING AND LAND USE CONTROL**

- 8.01 Because both the City and the Town have recently completed and adopted Comprehensive Plans, and because both the City and the Town have adopted, or are currently working on adopting, zoning and subdivision controls, both the City and the Town adequately regulate land use within their respective geographic boundaries and all planning and land use controls shall be governed as follows:
- (a) City and Town have concluded that they do not require a joint planning board for planning and land use purposes within the areas to be annexed as authorized in Minnesota Statutes §414.0325, subd. 5. Both communities feel that the existing planning functions within the City and Town are adequate to provide protection and regulation necessary to the preservation of the goals and intent of this Agreement.
 - (b) City shall continue to plan and regulate all land within the City and the City shall provide the same planning function for all areas of the Town as they become annexed to the City in accordance with the phasing outlined in this Agreement.

- (c) Town shall continue to plan and regulate all areas of the Town that remain within the Town until such time as the land shall become annexed into the City. The Town planning authority shall continue to govern and to regulate and control the development of land within the Town.
- (d) City and Town representatives will meet quarterly (commencing March of 2004) to review planning, zoning and annexation issues. There shall be appointed two representatives from the City and two representatives from the Town, together with City and Town Administrators in attendance at these meetings. The March and September meetings will concentrate and emphasize annexation issues.

In addition to the regularly scheduled meetings above, either party may call a special meeting to discuss a matter of importance affecting the communities. A special meeting shall be called and noticed as any other special meeting within the Town or City.

- (e) If the parties reach an impasse regarding planning or annexation issues, each party shall appoint two members from its Council or Board and one member from its Planning Commission, which appointment shall constitute a Board that will meet in an attempt to break the impasse. Each party must appoint one of the original members to this Board. [See 8.01(d)] In the event that this Board fails to reach agreement, mediation shall be initiated by one of the parties and both parties agree to mediate the dispute in good faith. In the event mediation fails, the parties agree to arbitrate under the authority of Minn. Stat. §572.
- (f) Both parties shall establish a liaison position to attend and monitor each other's planning commission meetings. The liaison will be a member of the Board or Council and this position will be created immediately with duties commencing January of 2004. Both communities will provide the other with copies of planning commission agendas and packets. It is anticipated that this position will exist from 2004 until this agreement terminates.
- (g) Both parties shall establish a liaison position to attend and monitor each other's park board meetings. The liaison need not be a member of the Council or Board. This position will be created immediately and the duties will commence in January of 2004. It is anticipated that this position will exist from 2004 until this agreement terminates.
- (h) The parties may, by Joint Resolution adopted by both governing bodies, agree to alter the planning function and control outlined above and either party may request special consideration or regulation of certain properties within the other's boundaries when that party deems such special regulation necessary for the preservation of the intent and goals of this Agreement.

SECTION NINE TRANSPORTATION

- 9.01 The City shall have responsibility for expansion, extension, upgrade and maintenance of the transportation system within the City and within those areas of the Town once they become annexed. The City shall use its best judgment regarding the timing of such transportation improvements and shall be responsible for the financing and recovery of cost from affected property owners.
- 9.02 The Town shall have responsibility for expansion, extension, upgrade and maintenance of existing transportation system within the Town. The Town shall use its best judgment regarding the timing of such transportation improvements, and shall be responsible for the financing and recovery of costs from affected property owners.
- 9.03 In the event there is a need for expansion of the existing transportation system into both the Town and the City (prior to annexation), the parties may enter into a separate Joint Powers Agreement under the authority of Minnesota Statutes §471.59 to cover the sharing of project costs and cost recovery from affected and benefiting properties within project area.
- 9.04 When a property is annexed into the City, the entire street or road adjacent to the annexed property will be annexed into the City. This will facilitate public projects within the annexed property. It is, nevertheless, anticipated that certain public projects will require Joint Powers Agreements when such projects affect and benefit properties within the Town and the City.

SECTION TEN STUDY AREA

- 10.01 The area surrounding the Brockton interchange with Interstate Highway 94 is scheduled to remain within the Town until annexation, Phase III. This area consists of approximately 237 acres and is described generally in Exhibit 7. The City will supply this area with water and sewer will ultimately be provided by the Metropolitan Council, when available. Water services to this study area may be provided prior to annexation of the property and the parties agree that a separate Joint Powers Agreement, under the authority of Minnesota Statutes §471.59 will be entered into relating to cost sharing and assessments for said water service projects within the study area.

SECTION ELEVEN DISMISSAL OF INCORPORATION PETITION

- 11.01 The Incorporation Petition filed by the Town (File No. I-67 Hassan) will be dismissed upon execution of this agreement by the parties. Immediately thereafter, the Department of Administration, Municipal Boundary Adjustments, may accept this Orderly Annexation Agreement.

**SECTION TWELVE
MODIFICATION**

12.01 This Agreement may be modified only by written agreement approved by both the City and the Town by Joint Resolution approving the modification.

**SECTION THIRTEEN
TERMINATION**


13.01 This Agreement will terminate on August 15, 2030 in all respects unless sooner terminated by Joint Resolution of the parties providing for total annexation of the Town prior to August 15, 2030.

**SECTION FOURTEEN
EXHIBITS**

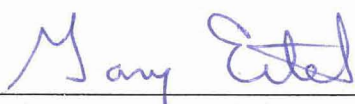
14.01 The following exhibits are attached hereto and incorporated into this Agreement by reference:

- (a) Exhibit 1 (legal description of Phase I)
- (b) Exhibit 2 (legal description of Phase II)
- (c) Exhibit 3 (legal description of Phase III)
- (d) Exhibit 4 (map of orderly annexation phases)
- (e) Exhibit 5 (Joint Powers Agreement - Highway 101 Corridor)
- (f) Exhibit 6 (legal description and agreement relating to Henry's Woods)
- (g) Exhibit 7 (legal description of "study area"; gray shaded area on Exhibit 4)

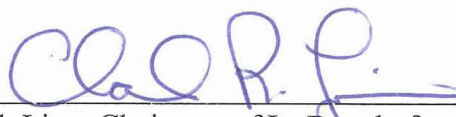
CITY OF ROGERS

By: 
Leigh Stanley, Its Mayor

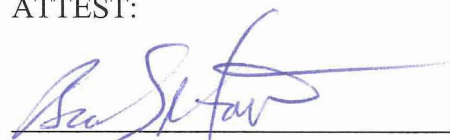
ATTEST:


Gary Eitel, Its Administrator

TOWN OF HASSAN

By: 
Clark Linn, Chairman of Its Board of
Supervisors

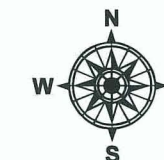
ATTEST:


Brad Scott, Its Administrator

REC'D BY
MMB
DEC 15 2003
*see new's
map attached*

- 1 (2003) - 317 acres
- 2 (2004-2010) - 1593 acres
- 3 Remaining Township (2010-2030) - 11,666 acres
- Henry Woods - 157 acres (Acreage included in Area 3)
- Brockton Interchange Study Area - 237 acres (Acreage included in Area 3)
- Township Boundary
- Proposed City Limits (2010)
- Existing City Limits
- Parcels

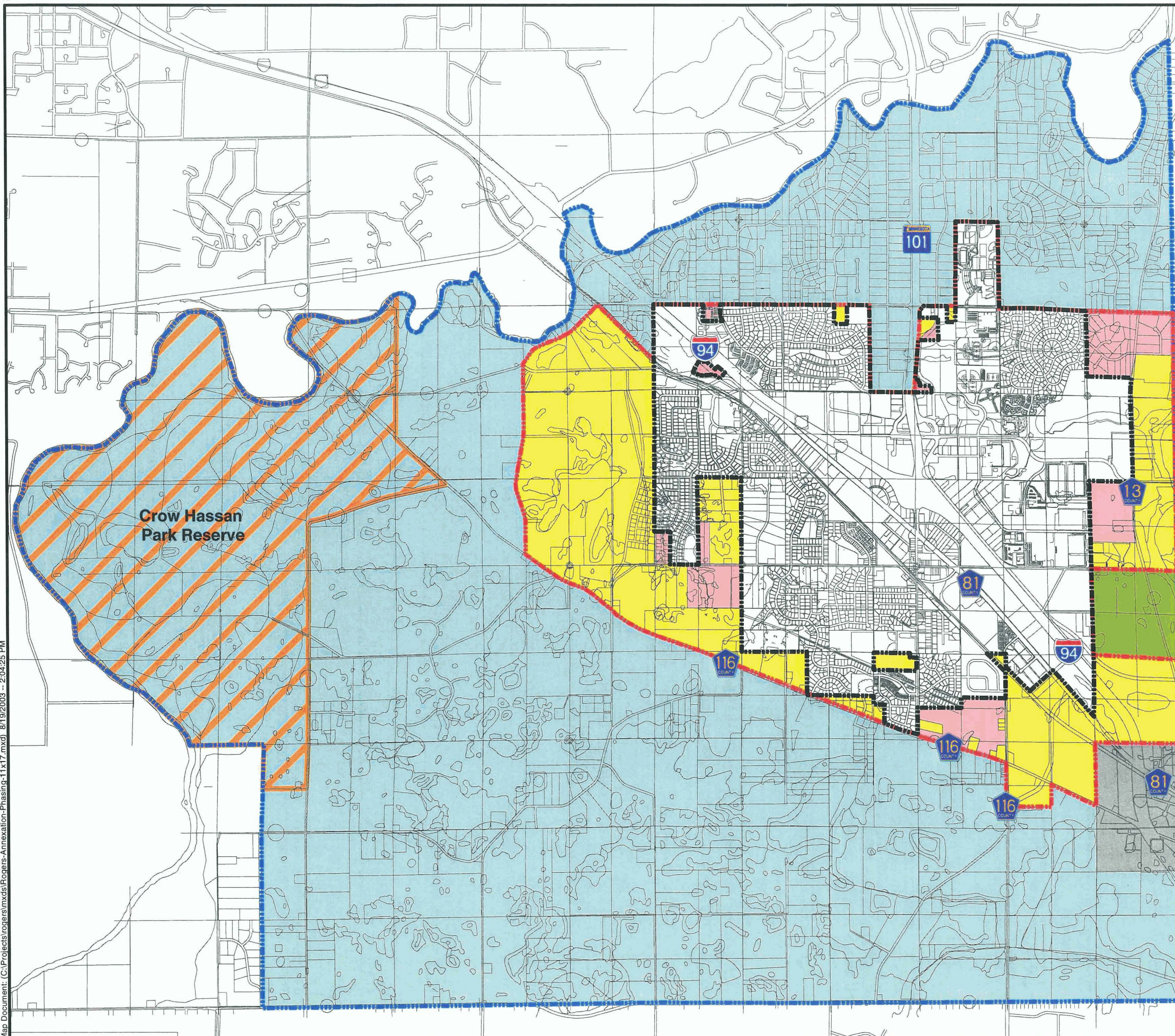
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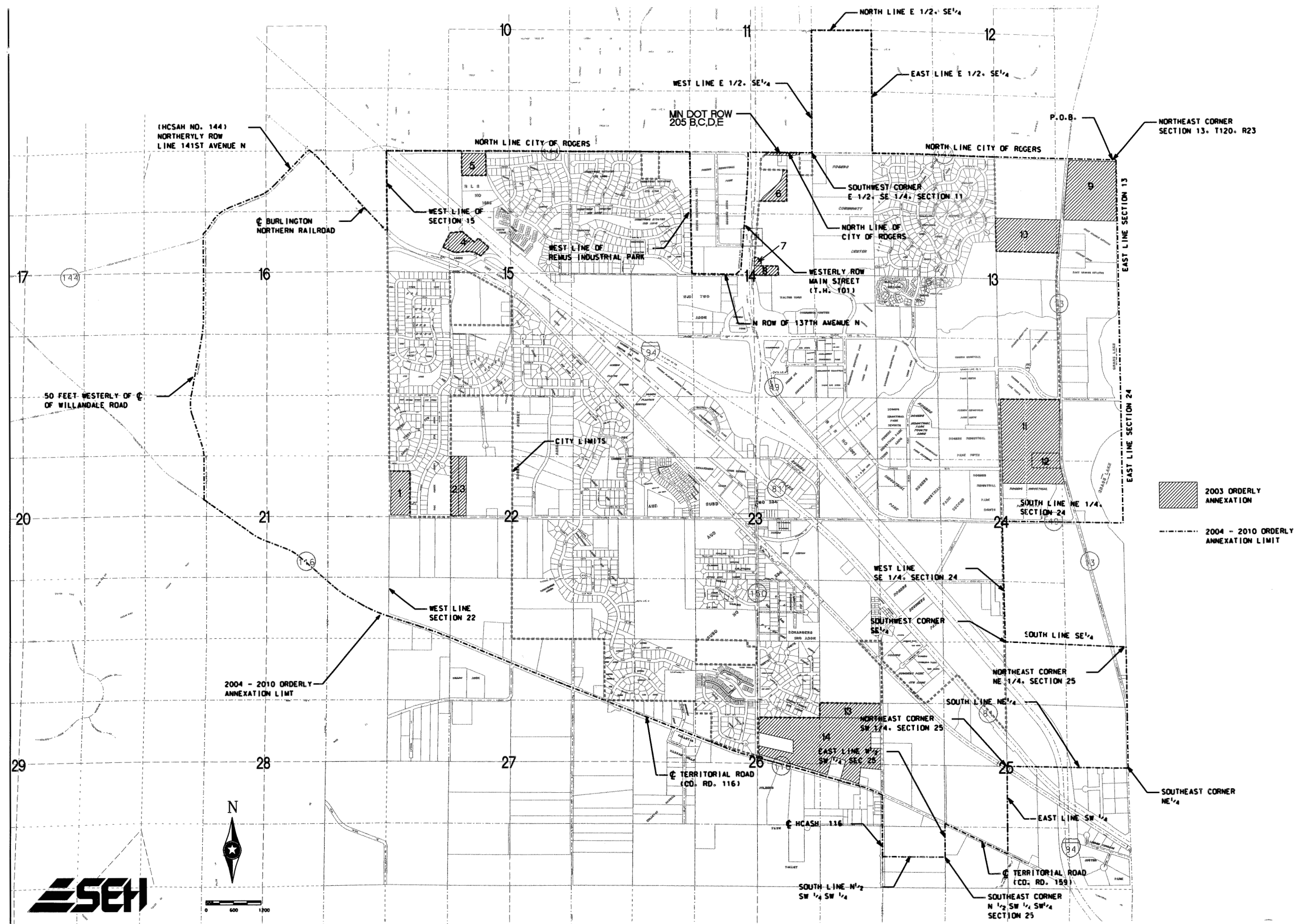


Annexation Phasing
Exhibit 4

City of Rogers

Updated: August 19, 2003





(MCSAH NO. 144)
NORTHERLY ROW
LINE 141ST AVENUE N

CL BURLINGTON
NORTHERN RAILROAD

50 FEET WESTERLY OF
CL OF WILLANDALE ROAD

NORTH LINE CITY OF ROGERS

MIN DOT ROW
205 B,C,D,E

NORTH LINE CITY OF ROGERS

P.O.B.
NORTHEAST CORNER
SECTION 13, T120, R23

WEST LINE OF
SECTION 15

WEST LINE OF
REMUS INDUSTRIAL PARK

SOUTHWEST CORNER
E 1/2, SE 1/4, SECTION 11

NORTH LINE OF
CITY OF ROGERS

WESTERLY ROW
MAIN STREET
(T.H. 101)

N ROW OF 137TH AVENUE N

CITY LIMITS

EAST LINE SECTION 13

EAST LINE SECTION 24

2003 ORDERLY
ANNEXATION

2004 - 2010 ORDERLY
ANNEXATION LIMIT

SOUTH LINE NE 1/4,
SECTION 24

WEST LINE
SECTION 22

WEST LINE
SE 1/4, SECTION 24

SOUTHWEST CORNER
SE 1/4

SOUTH LINE SE 1/4

NORTHEAST CORNER
NE 1/4, SECTION 25

NORTHEAST CORNER
SW 1/4, SECTION 25

EAST LINE SW 1/4,
SEC 25

SOUTHEAST CORNER
NE 1/4

CL TERRITORIAL ROAD
(CO. RD. 116)

CL HCASH 116

SOUTH LINE N 1/2
SW 1/4 SW 1/4

CL TERRITORIAL ROAD
(CO. RD. 159)

SOUTHEAST CORNER
N 1/2 SW 1/4 SW 1/4
SECTION 25

