

**JOINT RESOLUTION ESTABLISHING AN  
ORDERLY ANNEXATION AGREEMENT BETWEEN  
THE CITY OF BLACKDUCK AND SUMMIT TOWNSHIP**

**CITY OF BLACKDUCK RESOLUTION NO. 2008-16  
SUMMIT TOWNSHIP RESOLUTION NO. 0908**

**WHEREAS**, the City of Blackduck ("City") and Summit Township ("Town"), both located entirely within Beltrami County, in the State of Minnesota, desire to accommodate growth in a cooperative, planned, and orderly fashion;

**WHEREAS**, the respective governing bodies of the City and Town have expressed their desire to encourage future development of property near the City so as to promote the development of municipal services and urban growth as much as is practical, while respecting the existing rural residential lifestyles of other areas within the Town;

**WHEREAS**, this joint resolution creating an orderly annexation agreement ("Agreement") is beneficial to both parties to promote orderly planning, the orderly transition of government within the area proposed to be annexed, promote continuity of City boundaries, and establishes the conditions under which such annexation shall take place;

**WHEREAS**, all of the owners of the property to be annexed pursuant to this Agreement have petitioned to be annexed into the City;

**WHEREAS**, the City and Town jointly request the immediate annexation of the land described herein into the City; and

**WHEREAS**, the notice requirement of Minnesota Statutes, Sections 414.0325, subdivision 1b is not applicable because all of the property owners have requested the immediate annexation of their property;

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual terms and conditions that follow, the City and Town hereby enter into this Agreement to provide for the orderly annexation of the property herein described into the City upon the following terms and conditions:

1. Designated Area. The unincorporated property designated for orderly annexation by this Agreement, and subject to its terms and conditions, is legally described in Exhibit A attached hereto, and is further described as that area set forth in the map attached hereto as Exhibit B ("Designated Area"). The parties agree the Designated Area is appropriate for immediate annexation to the City.
2. Conferring Jurisdiction. Upon approval by the respective governing bodies of the City and Town, this Agreement shall confer jurisdiction upon the chief administrative law

judge, as defined in Minnesota Statutes, Section 414.011, subdivision 12, ("Chief Judge") to accomplish said annexation in accordance with the terms of this Agreement.

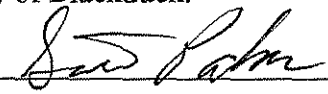
3. Review and Comment by the Chief Judge. The City and Town mutually agree and state that this Agreement sets forth all the conditions for annexation and that no consideration by the Chief Judge is necessary for annexations to occur within the Designated Area in accordance with this Agreement. Additionally, no alteration of the boundaries by the Chief Judge is appropriate. The Chief Judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this Agreement.
4. Binding Contract. This Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Designated Area.
5. Effective Date/Applicability. This Agreement is effective on the date it is adopted by either the City or Town, whichever was the last to act on this Agreement. The annexation provided for by this Agreement shall be effective upon the issuance of the order by the Chief Judge. The provisions of this Agreement shall be binding unless otherwise modified by a joint resolution of both the City and Town. This Agreement is only meant to apply to the Designated Area and not to any other property or area within the Town.
6. Reasons for the Annexation. The reasons for the annexation of the Designated Area include the City and Town's collective determination that: the Designated Area is now, or is about to become, urban or suburban in character; the City can more readily provide the types and level of services desired within the Designated Area; the type of the development proposed for the Designated Area is more consistent with development within the City; and that the annexation would be in the best interest of the property owners, the City, and the Town.
8. Timing of Tax Levy. Pursuant to Minnesota Statutes, section 414.0325, subdivision 4b, because the annexation provided for in this Agreement will be effective after August 1, 2008, the Town's 2008 levy shall be assessed against the Designated Area and be payable to the Town in 2009. The City shall levy on the Designated Area for taxes assessed in 2009 which shall be payable to the City in 2010.
9. Property Tax Reimbursements. To alleviate the financial impact on the Town for the loss of tax revenue due to the annexation, the City shall make reimbursement payments to the Town. The payments shall be based upon the amount of property taxes payable to the Town in the year of annexation ("Town Taxes") and shall begin the first year after annexation is effective according to the following schedule: in year 1, an amount equal to 90% of the Town Taxes; in year 2, an amount equal to 70% of the Town Taxes; in year 3, 50% of the Town Taxes; in year 4, an amount equal to 30% of the Town Taxes; and in year 5, an amount equal to 10% of the Town Taxes. The City shall make its payment to the Town by September 1 each year unless City chooses to pay all or the remaining amount of the total payments in advance of the due date. The Town agrees there are no outstanding special assessments imposed by the Town, or debt incurred by the Town,


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assigned or attributable to the property within the Designated Area needing to be reimbursed by the City.

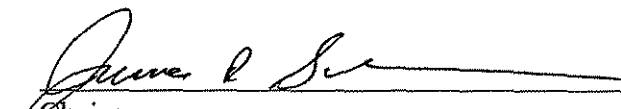
10. Authorization. The appropriate officers of the City and Town are hereby authorized to carry the terms of this Agreement into effect.
11. Entire Agreement / Prior Agreement. The terms, covenants, conditions, and provisions of this Agreement, including the Exhibit A and Exhibit B which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties. Any prior joint resolutions or agreements regarding all or any portion of the Designated Area are superseded by, and shall not interfere with or otherwise control, the terms of this Agreement or the immediate annexation of the Designated Area.
12. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.
13. Severability. The provisions of this Agreement are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, unenforceable, or otherwise void, the remaining provisions will remain in full force and effect.
14. Headings. Headings are included solely for the purpose of reference and shall not be interpreted as a substantive provision of this Agreement.


Approved this 8<sup>th</sup> day of September, 2008, by the City of Blackduck.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Administrator

Approved this 18<sup>th</sup> day of September, 2008, by Summit Township.

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

**EXHIBIT A  
JOINT RESOLUTION FOR  
ORDERLY ANNEXATION**

REC'D BY  
AAM B

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**LEGAL DESCRIPTION OF DESIGNATED AREA**

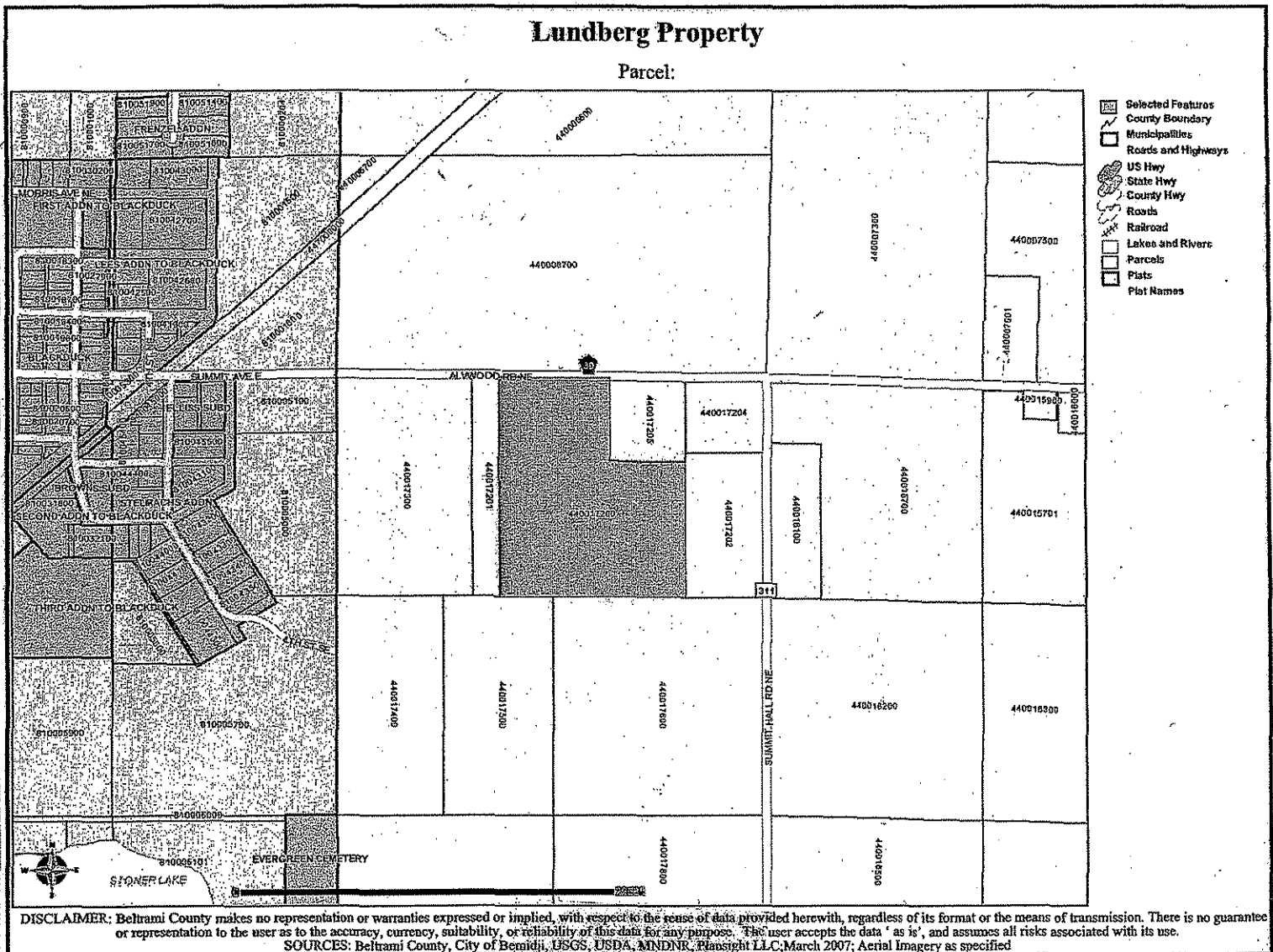
**Sect-18 Twp-149 Range-030 33.08 AC NE1/4 OF NE1/4 LESS E 495'  
THEREOF & LESS N500' OF W467' OF E962' THEREOF & NW1/4 OF  
NE1/4 LESS W990' THEREOF**

# EXHIBIT B JOINT RESOLUTION FOR ORDERLY ANNEXATION

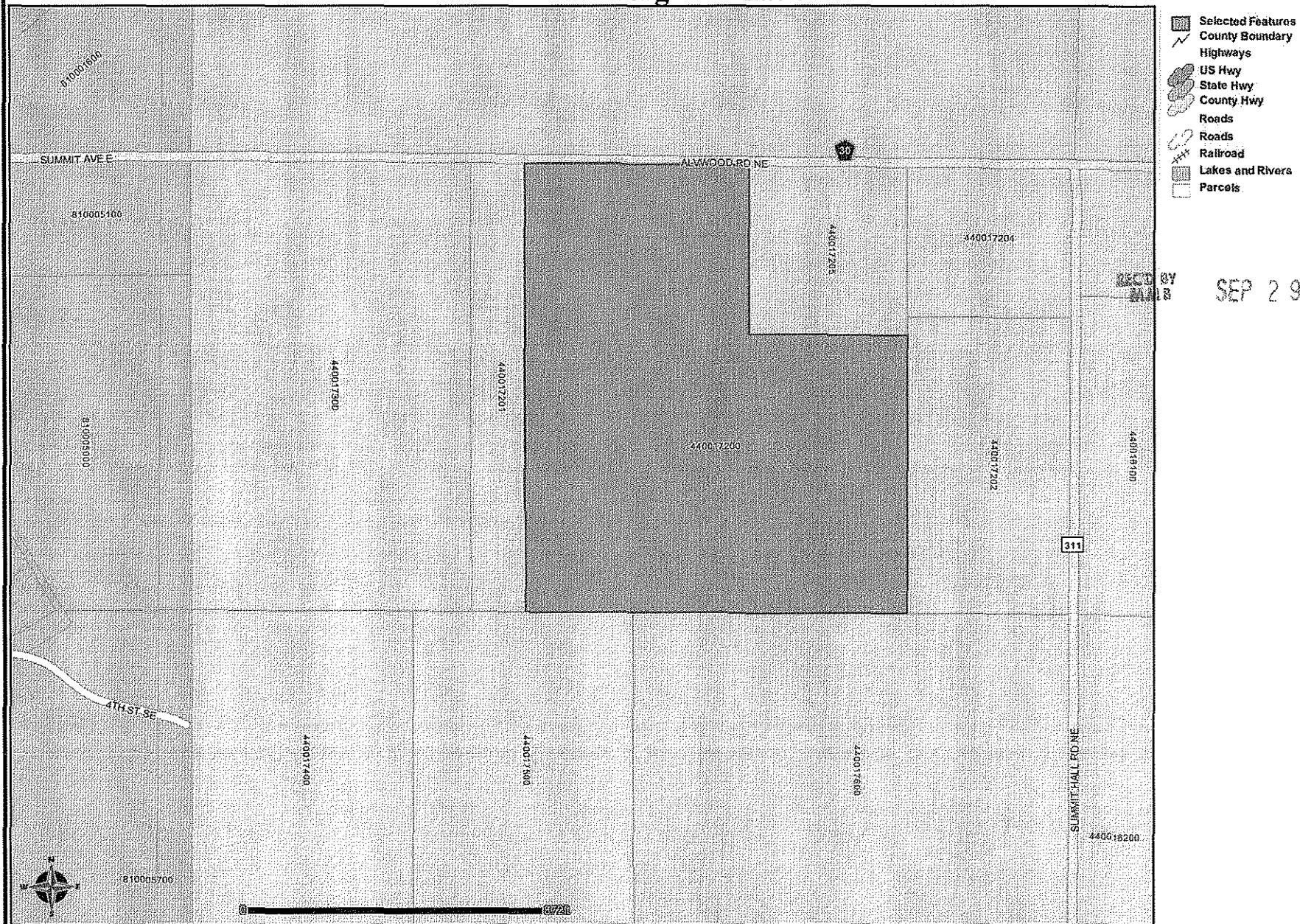
## MAP OF DESIGNATED AREA

REC'D BY  
MAM B

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# Lundberg Annexation



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SOURCES: Beltrami County, City of Bemidji, USGS, USDA, MNDNR, Plansight LLC, March 2007; Aerial Imagery as specified