

OFFICE OF ADMINISTRATIVE HEARINGS  
BOUNDARY ADJUSTMENTS DIVISION

IN THE MATTER OF THE PETITION OF THE  
CITY OF BIWABIK FOR ANNEXATION OF  
UNINCORPORATED ADJOINING PROPERTY  
TO THE CITY OF BIWABIK, MINNESOTA,  
PURSUANT TO MINNESOTA STATUTES  
SECTION 414.031.

**JOINT RESOLUTION**

AMENDMENT TO JOINT RESOLUTION FOR ORDERLY ANNEXATION  
BY AND BETWEEN WHITE TOWNSHIP AND  
THE CITY OF BIWABIK IN SETTLEMENT OF MINNESOTA  
PLANNING FILE NO. A-6474 - BIWABIK

**WHEREAS**, White Township (“Town” or “Township”) and the City of Biwabik (“City”) agreed to an orderly annexation agreement titled “Joint Resolution for Orderly Annexation By and Between White Township and the City of Biwabik in Settlement of Minnesota Planning File No. A-6474-Biwabik” (“Joint Resolution”); and

**WHEREAS**, in 2010 the Town brought suit in St. Louis County District Court against the City of Biwabik for monies due under the OAA in that case titled “Town of White v. City of Biwabik”, Court file No. 69VI-CV-12-1190 (“Litigation”); and

**WHEREAS**, The District Court issued an order finding the City owed the Town \$1,092,488.88; and

**WHEREAS**, the City and Town have compromised the amount of money the City owes the Town from the Litigation, and as part of this compromise have agreed to amend the Joint Resolution as set forth in this document;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Biwabik, St. Louis County, Minnesota and the Town of White, St. Louis County, Minnesota as follows:

1. Paragraph 4.g. of the Joint Resolution shall be modified to read as follows:

- g. Economic Development Authority. The City and the Township agree to utilize the area’s Economic Development Authority (“EDA”), created by special legislation in 1991 (a copy of which is attached as Exhibit 7 to the Joint Resolution, as a vehicle for the management and

funding of public improvement and development projects within Area III. All proposals which are a major replacement or major reconstruction of a public improvement (defined as an improvement to real estate located in Areas III or IV which required competitive bidding under state law, Minn. Stat. 471.345, Subd. 3 or its successor statute), but not ongoing maintenance such as water main breaks, pothole repair, sealcoating, and cracksealing, shall be submitted to the EDA for consideration and approval. The local government share of the costs for all such projects which are approved by the EDA, and which are determined by the EDA to be primarily for the benefit of any of the properties within Areas III or IV, rather than primarily for the benefit of other parts of the City or the Township, shall then be paid jointly by the City and the Township at the ratio of Sixty percent (60%) by the City, and Forty percent (40%) by the Township. The City and the Township agree that the fact that a project which otherwise meets the requirements of this paragraph also benefits Areas I, IIa or IIb or other parts of the City or the Township shall not prevent the EDA from approving such a project for cost sharing. The Town's cost shall be calculated as 40% of the total project cost incurred by the City after deducting all assessments levied for such project and all rates expected to be collected and designated to pay any portion of the project cost.

The City and Township shall pay their respective shares of the cost of any such project within 75 days of mailing of a notice by either party to the other that a contract for the project has been executed. If payment is not made by either party within said 75 day period, the other party may immediately mail a second notice of payment due from the non-paying party. If, within 15 days after the mailing of the said second notice, either the City or the Township shall fail to pay its respective share of the costs of a public improvement project, as approved and determined by the EDA, then the revenue sharing distribution set forth herein shall be revised so that the percentages for the distribution of the tax revenues paid to the City or the Township shall be equal to the percentage share paid by each entity toward the funding of said public improvement project.

2. Paragraph 5.h. of the Joint Resolution shall be amended to read as follows:

- h. Economic Development Authority. The City and the Township agree to utilize the area's EDA as a vehicle for the management and funding of public improvement and development projects within Area IV. All proposals which are a major replacement or major reconstruction of a public improvement (defined as an improvement to real estate located in Areas III or IV which required competitive bidding under state law, Minn. Stat. 471.345, Subd. 3 or its successor statute), but not

ongoing maintenance such as water main breaks, pothole repair, sealcoating, and cracksealing, shall be submitted to the EDA for consideration and approval. The local government share of the costs for all such projects which are approved by the EDA, and which are determined by the EDA to be primarily for the benefit of any of the properties within Areas III or IV, rather than primarily for the benefit of other parts of the City or the Township, shall then be paid jointly by the City and the Township at the ratio of Sixty percent (60%) by the City, and Forty percent (40%) by the Township. The Town's cost shall be calculated as 40% of the total project cost incurred by the City after deducting all assessments levied for such project and all rates expected to be collected and designated to pay any portion of the project cost. The City and the Township agree that the fact that a project which otherwise meets the requirements of this paragraph and also benefits Areas I, IIa or IIb or other parts of the City or the Township shall not prevent the EDA from approving such a project for cost sharing.

The City and Township shall pay their respective shares of the cost of any such project within 75 days of mailing of a notice by either party to the other that a contract for the project has been executed. If payment is not made by either party within said 75 day period, the other party may immediately mail a second notice of payment due from the non-paying party. If, within 15 days after the mailing of the said second notice, either the City or the Township shall fail to pay its respective share of the costs of a public improvement project, as approved and determined by the EDA, then the revenue sharing distribution set forth herein shall be revised so that the percentages for the distribution of the tax revenues paid to the City or the Township shall be equal to the percentage share paid by each entity toward the funding of said public improvement project.

3. Paragraph 7 of the Joint Resolution shall be amended to read as follows:
  7. No Further Annexation The City agrees not to initiate an annexation proceeding for any portion of the Town of White outside of those areas addressed in this Joint Resolution, for a period of fifty (50) years from October 13, 2014 unless the City shall have first received a petition for annexation from the property owners of the properties which are the subject of such annexation proceeding.
4. The following paragraph 20 shall be added to the Joint Resolution to read as follows:
  20. Legislative Changes to the Tax Collection System. In the event there is a change in Minnesota Statutes such that it becomes impossible under

such changed law to calculate the reimbursement amounts due under the Joint Resolution, or in the event such change in law results in a change to the tax reimbursement amounts due under the Joint Resolution by 10% or more (either 10% more or 10% less) than the amount due in the year prior to the year in which such legislation is first applied to tax collections, then either party may request that the other party negotiate an amendment to the Joint Resolution that would restore the reimbursement amounts to an amount substantially similar to where it was in the year prior to the year in which such legislation first impacted tax reimbursement calculations. If the parties cannot reach an agreement on modifications to the Joint Resolution, then the dispute shall be arbitrated by an arbitrator selected by the parties or by the St. Louis County District Court if the parties cannot agree on an arbitrator, and the arbitrator shall be authorized to amend the Joint Resolution as it deems necessary to restore the reimbursement amounts to an amount substantially similar to where it was in the year prior to the year in which such legislation first impacted tax reimbursement calculations. Once so amended by the arbitrator, each party shall approve the amendment, execute a formal amendment to the Joint Resolution, and send it to the State for approval. The parties acknowledge that the arbitration provision in this paragraph 20 is only applicable in the event there is a change to the Minnesota Statutes such that it become impossible under such changed law to calculate the reimbursement amounts or in the event such change in law results in a change to the tax reimbursement amounts due under the Joint Resolution by 10% or more (either 10% more or 10% less) than the amount due in the year prior to the year in which such legislation is first applied to tax collections..

5. All other provisions of the Joint Resolution not modified by this Amended Resolution, shall remain in force and binding upon the parties. The parties intend that the dispute resolution provisions of paragraph 18 of the Joint Resolution shall remain applicable to all provisions of the Joint Resolution except paragraph 20 as added under this Amended Resolution. The parties intend that dispute resolution for paragraph 20 of the Joint Resolution shall be governed by the provisions set forth in paragraph 20.

Passed, adopted and approved by the Township Board of Supervisors of White Township, St. Louis County, Minnesota this 29th day of December, 2014.

**White Township**

By: \_\_\_\_\_

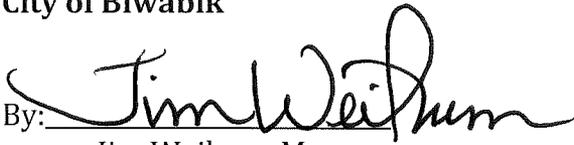
Ed Kippley, Chair

ATTEST:

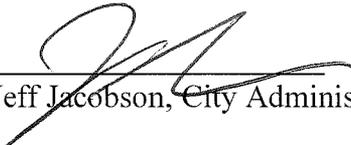
  
\_\_\_\_\_  
Jodi Knaus, Town Clerk

Passed, adopted and approved by the City Council of the City of Biwabik, St. Louis  
County, Minnesota this 5<sup>th</sup> day of January, 2015.

**City of Biwabik**

By:   
\_\_\_\_\_  
Jim Weikum, Mayor

ATTEST:

  
\_\_\_\_\_  
Jeff Jacobson, City Administrator

OFFICE OF ADMINISTRATIVE HEARINGS  
BOUNDARY ADJUSTMENTS DIVISION

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**JOINT RESOLUTION**

AMENDMENT TO JOINT RESOLUTION FOR ORDERLY ANNEXATION  
BY AND BETWEEN WHITE TOWNSHIP AND  
THE CITY OF BIWABIK IN SETTLEMENT OF MINNESOTA  
PLANNING FILE NO. A-6474 - BIWABIK

**WHEREAS**, White Township (“Town” or “Township”) and the City of Biwabik (“City”) agreed to an orderly annexation agreement titled “Joint Resolution for Orderly Annexation By and Between White Township and the City of Biwabik in Settlement of Minnesota Planning File No. A-6474-Biwabik” (“Joint Resolution”); and

**WHEREAS**, in 2010 the Town brought suit in St. Louis County District Court against the City of Biwabik for monies due under the OAA in that case titled “Town of White v. City of Biwabik”, Court file No. 69VI-CV-12-1190 (“Litigation”); and

**WHEREAS**, The District Court issued an order finding the City owed the Town \$1,092,488.88; and

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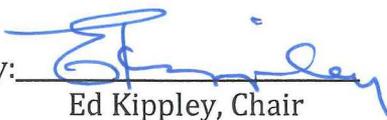
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Passed, adopted and approved by the Township Board of Supervisors of White Township, St. Louis County, Minnesota this 29th day of December, 2014.

**White Township**

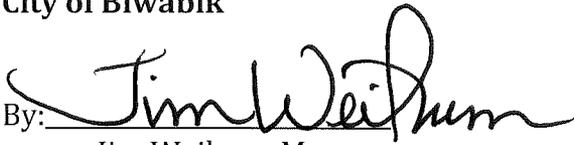
By:   
Ed Kippley, Chair

ATTEST:

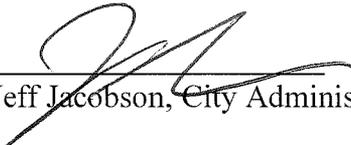
  
\_\_\_\_\_  
Jodi Knaus, Town Clerk

Passed, adopted and approved by the City Council of the City of Biwabik, St. Louis County, Minnesota this 5<sup>th</sup> day of January, 2015.

**City of Biwabik**

By:   
\_\_\_\_\_  
Jim Weikum, Mayor

ATTEST:

  
\_\_\_\_\_  
Jeff Jacobson, City Administrator

# COUNCIL RESOLUTION

Resolution No. 1316

City of Biwabik, Minnesota

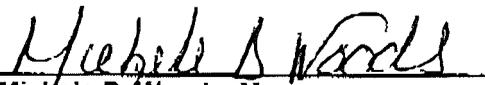
RESOLUTION IN SUPPORT OF ANNEXATION OF PROPERTY DESIGNATED IN THE ORDERLY ANNEXATION AGREEMENT BY AND BETWEEN WHITE TOWNSHIP AND THE CITY OF BIWABIK IN SETTLEMENT OF MINNESOTA PLANNING FILE NO. OA-880-1 BIWABIK.

WHEREAS, property (described as that property with Orderly Annexation Area Ila as defined in the Joint Resolution) has been designated for Orderly Annexation into the City of Biwabik as per the Joint Resolution for Orderly Annexation By and Between White Township and the City of Biwabik in Settlement of Minnesota Planning File No. A-6474-Biwabik; and

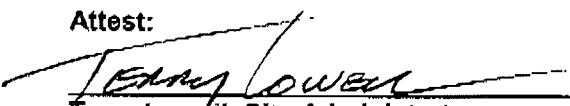
WHEREAS, Area Ila will no longer be subject to Tax Increment Financing (TIF) on December 31, 2004 thereby providing for the orderly annexation thereof.

NOW THEREFORE, BE IT RESOLVED that the Biwabik City Council hereby submits this resolution to Minnesota Planning, Municipal Boundary Adjustments for review and comment and requests within thirty (30) days of receipt of this resolution, Minnesota Planning order the annexation of the area designated in attached Exhibit #1 in accordance with the terms and conditions of the Joint Resolution.

Adopted this 21st Day of December 2004

  
Michele D. Woods, Mayor

Attest:

  
Terry Lowell, City Administrator

Moved by Councilor Berg, supported by Councilor Vovk that the above resolution be adopted:

Ayes: Council Members Vovk, Weikum, Bradach, Berg and Mayor Woods

Nays: None

Adopted: 5 - ayes, 0 - nays vote

Approved: December 21, 2004

A-6474 - Biwabik

## STATE OF MINNESOTA

## OFFICE OF STRATEGIC AND LONG-RANGE PLANNING

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IN THE MATTER OF THE PETITION OF THE )	
CITY OF BIWABIK FOR ANNEXATION OF )	<b>JOINT RESOLUTION</b>
UNINCORPORATED ADJOINING PROPERTY )	
TO THE CITY OF BIWABIK, MINNESOTA, )	
PURSUANT TO MINNESOTA STATUTES )	
SECTION 414.031. )	

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JOINT RESOLUTION FOR ORDERLY ANNEXATION  
BY AND BETWEEN WHITE TOWNSHIP AND  
THE CITY OF BIWABIK IN SETTLEMENT OF MINNESOTA  
PLANNING FILE NO. A-6474 - BIWABIK.

**WHEREAS**, the City of Biwabik filed an annexation petition, dated April 5, 2001, with the Minnesota Planning Municipal Boundary Adjustments Office (File No. A-6474 - Biwabik) seeking annexation of certain unincorporated adjoining property located within White Township pursuant to Minnesota Statutes, Section 414.031; and

**WHEREAS**, White Township and the City of Biwabik have been working toward settlement of their boundary dispute and have reached a settlement agreement believed to be in the mutual best interests of both parties; and

**WHEREAS**, White Township and the City of Biwabik agree that orderly annexation and extension of municipal services is in the best interests of both communities in order to meet the current needs of commercial and residential properties located in the areas legally described in this Joint Resolution, due to current and expected future commercial and residential development within this area; and

**WHEREAS**, White Township and the City of Biwabik agree that orderly annexation and extension of municipal services will promote the public health, safety, and welfare of the community; and

**WHEREAS**, White Township and the City of Biwabik desire to accomplish the orderly annexation of, and the extension of municipal sanitary sewer and water service to the areas legally described in this Joint Resolution, according to the schedule described herein and in a mutually acceptable manner without the need for a contested hearing.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Biwabik (City), St. Louis County, Minnesota and White Township (Township), St. Louis County, Minnesota as follows:

1. Designation of Orderly Annexation Areas. The City and Township hereby designate the following four areas as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325, and in accordance with the terms and conditions of this Joint Resolution:
  - a. “Orderly Annexation Area I”. “Orderly Annexation Area I”, hereinafter referred to as “Area I”, is legally described in Exhibit 1, and is shown as Area I on the map attached hereto as Exhibit 5. This area is currently developed or is being developed in a mixture of commercial and residential uses, is now or is about to become urban or suburban in character, is in need of or is currently utilizing municipal sanitary sewer and water services from the City, and is in need of orderly annexation.
  - b. “Orderly Annexation Area II”. “Orderly Annexation Area II”, is made up of two adjacent tracts of land, hereinafter referred to as “Area IIa” and “Area IIb”, which are legally described in Exhibit 2, and are shown as “Area IIa” and “Area IIb” on the map attached hereto as Exhibit 5. These areas are currently developed or are being developed in a mixture of commercial and residential uses, are now or are about to become urban or suburban in character, are in need of or are currently utilizing municipal sanitary sewer and water services from the City, are presently subject to Tax Increment Financing (“TIF”), and will be in need of orderly annexation upon expiration of the TIF for each area.
  - c. “Orderly Annexation Area III”. “Orderly Annexation Area III”, hereinafter referred to as “Area III”, is legally described in Exhibit 3, and is shown as Area III on the map attached hereto as Exhibit 5. This area is currently undeveloped or is developed in a primarily rural residential character. For the purposes of providing for municipal planning, development, services upon development, and protection of the public health, safety and welfare, orderly annexation according to the terms of this agreement would be in the best interest of this area.
  - d. “Orderly Annexation Area IV”. “Orderly Annexation Area IV”, hereinafter referred to as “Area IV”, is legally described in Exhibit 4, and is shown as Area IV on the map attached hereto as Exhibit 5. This area is currently undeveloped or is developed in a primarily rural residential character. For the purposes of providing for municipal planning, development, services upon development, and protection of the public health, safety and welfare, orderly annexation according to the terms of this agreement would be in the best interest of this area.
2. Orderly Annexation of Area I. Area I is in need of, and is hereby designated for

immediate orderly annexation and service extension.

- a. Acreege of Area I. Area I contains approximately 1,625.5 acres.
- b. Population of Area I. The resident population of Area I is two people.
- c. No Hearing Required. No alteration of the stated boundaries as described herein is appropriate, no consideration by Minnesota Planning is necessary, and all terms and conditions for annexation of Area I are provided for in this Joint Resolution. Pursuant to Minnesota Statutes, Section 414.0325, upon receipt of this Joint Resolution, Minnesota Planning may review and comment, but shall within thirty (30) days of receipt, order the annexation of Area I in accordance with the terms and conditions contained in this Joint Resolution.
- d. Provision of Services. After the effective date of the annexation of Area I pursuant to Paragraph 2 (c) of this Joint Resolution, the City shall be responsible for providing and maintaining municipal governmental services to said Area I to the extent required of any municipality subject to Minnesota law, which may include sanitary sewer and water services, police, fire and ambulance protection, parks, planning and municipal government. The Township shall have no responsibility for the provision of municipal services to property annexed under this paragraph 2 unless such services are provided via separate contract between the City and Township.
- e. Revenue Sharing. In order to provide for the benefits and best interests of its citizens, and to preserve the economic vitality, growth and development of both communities, the City and the Township agree that all local tax revenue generated from Area I shall be divided and shared between the City and the Township. Commencing at the earliest time allowed by law, the annexed properties located in said area shall be taxed at the rate determined by the City, and the City shall be responsible for the collection of same. Upon receipt of said tax revenues, the City shall distribute to the Township a portion thereof, according to the following formula: initially, the Township shall be annually reimbursed in the amount of its total tax revenues levied on said area for the year 2002, (hereinafter the "baseline" amount). However, the City's annual reimbursement to the Township shall only be to the extent of, and in proportion to the percentage of the City's total tax levy for Areas I, IIa and IIb (as applicable) which is actually collected by the City in each year. (For example, if the City only collects 80% of its levy for said area in a given year, then it would only pay to the Township 80% of the baseline amount in said year.) Delinquent tax collections (including applicable penalties and interest) collected in later years shall be split between the City and Township upon collection according to the formula employed the year said taxes were originally levied. Following the expiration of the TIF for Area IIa the amount to be reimbursed shall be derived by adjusting the baseline amount by the

percentage of increase or decrease in the tax capacity for said Area I, and adding the amount of tax capacity contained in Area IIa. Following the expiration of the TIF for Area IIb, the amount to be reimbursed for the following four (4) years shall be derived by adjusting the previously adjusted baseline amount by the percentage of increase or decrease in the tax capacity for said Area I, and the increase or decrease in tax capacity of Areas IIa and adding the amount of tax capacity contained in Area IIb. Every fourth year thereafter, the baseline for the amount to be reimbursed by the City to the Township shall be derived by adjusting the previously adjusted baseline amount by the percentage of increase or decrease in the combined tax capacities of those parcels in Areas I, IIa and IIb which are identified in Exhibit 6. This revenue sharing plan shall be perpetual, and the parties specifically intend to be contractually bound hereby. The Township may independently track the tax capacities and tax collections of the properties within these areas on an annual basis and provide its compiled information to the City annually.

3. Orderly Annexation of Area II. Area II is in need of, and is hereby designated for future orderly annexation and service extension pursuant to Minnesota Statutes, Section 414.0325.
  - a. Acreage of Area II. Area IIa contains approximately 8.3 acres. Area IIb contains approximately 6.2 acres.
  - b. Population of Area II. The resident population of Area IIa is 0 people. The resident population of Area IIb is 0 people.
  - c. Timing of orderly annexation of Area II. Area IIa shall be annexed into the City on July 15, 2004, to allow for taxation by the City following the expiration of the TIF for said area on December 31, 2004. Area IIb shall be annexed into the City on July 15, 2005, to allow for taxation by the City following the expiration of the TIF for said area on December 31, 2005.
  - d. No Hearing Required. The City and Township agree that no alteration of the boundaries as described in the filed resolution is appropriate, that no consideration by Minnesota Planning is necessary, and that all terms and conditions for annexation of Area IIa and Area IIb are provided for in this Joint Resolution. Pursuant to Minnesota Statutes, Section 414.0325, upon receipt of this Joint Resolution, Minnesota Planning, may review and comment, but shall, within thirty (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.
  - e. Provision of Services. Prior to annexation of Area IIa and Area IIb respectively,

the Township shall be responsible for the provision of all municipal governmental services to the properties in each said area, unless such services are provided via separate contract between the Township and the City or another municipality. After annexation of Area IIa and Area IIb respectively, pursuant to the terms of this Joint Resolution, the City shall be responsible for providing and maintaining municipal governmental services to each said area to the extent required of any municipality subject to Minnesota law, which may include sanitary sewer and water services, police, fire and ambulance protection, parks, planning and municipal government. Thereafter, the Township shall have no responsibility for the provision of municipal services to properties in each said area annexed to the City unless such services are provided via separate contract between the City and Township.

- e. Revenue Sharing. In order to provide for the benefits and best interests of its citizens, and to preserve the economic vitality, growth and development of both communities, the City and the Township agree that, following the annexation of both Area IIa and Area IIb, all local tax revenues generated from such areas shall be divided and shared between the City and the Township according to the formula described herein. Commencing at the earliest time allowed by law, the properties to be annexed in said area shall be taxed at the rate determined by the City, and the City shall be responsible for the collection of same. Upon receipt of said tax revenues, the City shall distribute to the Township a portion thereof, according to the formula described in Paragraph 2.e. of this Joint Resolution, with said revenues added to the tax capacity, and used for the adjustment of the baseline, as described therein. This revenue sharing plan shall be perpetual, and the parties specifically intend to be contractually bound hereby.

4. Orderly Annexation of Area III. Area III is in need of, and is hereby designated for future orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
- a. Acreage of Area III. Area III contains approximately 3540 acres.
- b. Population of Area III. The resident population of Area III is 0 people.
- c. Timing of orderly annexation of Area III. Any parcel or tract within Area III which is then adjacent to an existing City boundary, may be annexed by the City upon the City's receipt of a request made to the City by the owner of said parcel for one or more of the following services or changes to be provided, or to occur on said parcel (the "triggering events"):
3. municipal water services;
  4. municipal sanitary sewer services; or
  5. a change in zoning.

Or, upon such other or different schedule or terms as the City and Township may subsequently agree.

After annexation of a property located within Area III, said property shall be required to connect to any available City sewer and water services, in accordance with City ordinances, and to pay all assessments, charges and costs for said City services. Said connections must be made within one (1) year after the services are made available to the annexed properties.

- d. No Hearing Required. Upon the occurrence of any event triggering annexation provided in Paragraph 4.c. above, the City may execute a resolution for annexation of the property meeting the triggering event and file the same with Minnesota Planning 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, and provided that at least one of the conditions described in paragraph 4.c. of this Agreement relating to said property has been fulfilled, Minnesota Planning, pursuant to Minnesota Statutes, Section 414.0325, may review and comment, but shall, within thirty (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 Township agree that no alteration of the boundaries as described in the filed resolution is appropriate, that no consideration by Minnesota Planning is necessary, and that all terms and conditions for annexation of the area designated in the filed resolution are provided for in this Joint Resolution.

The Township shall not object to an annexation of a parcel or tract within Area III initiated by the City in accordance with the triggering events provided in Paragraph 4.c. As of the effective date of this Joint Resolution, there is no election requirement in the law to accomplish an annexation. No such election shall be required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.

- e. Provision of Services. Prior to annexation of Area III, the Township shall be responsible for the provision of all municipal governmental services to the properties in said area, unless such services are provided via separate contract between the Township and the City or another municipality. After annexation of Area III, or any portion thereof, pursuant to the terms of this Joint Resolution, the City shall be responsible for providing and maintaining municipal governmental services to said Area III to the extent required of any municipality subject to Minnesota law, which may include sanitary sewer and water services, police, fire and ambulance protection, parks, planning and municipal government, and the Township shall have no responsibility for the provision of such municipal services to property in this area unless such services are provided via separate contract between the City and Township.

- f. Revenue Sharing. In order to provide for the benefits and best interests of its citizens, and to preserve the economic vitality, growth and development of both communities, the City and the Township agree that all local tax revenue generated from annexed lands located in Area III and received by the City shall be divided and shared between the City and the Township. Commencing at the earliest time allowed by law, the annexed properties in said area shall be taxed at the rate determined by the City, and the City shall be responsible for the collection of same. Upon receipt of tax revenues, the City shall retain Sixty percent (60%) of such revenues collected from annexed lands in Area III, and shall distribute to the Township Forty percent (40%) of such revenues collected from annexed lands in Area III. This revenue sharing plan shall be perpetual, and the parties specifically intend to be contractually bound hereby.
- g. Economic Development Authority. The City and the Township agree to utilize the area's Economic Development Authority ("EDA"), created by special legislation in 1991 (a copy of which is attached hereto as Exhibit 7), as a vehicle for the management and funding of public improvement and development projects within Area III. All proposals for the installation, construction, maintenance and repair of roads, streets, ditches, sewers, sanitary sewer services, water services, utilities and parks within this area shall be submitted to the EDA for consideration and approval. The local government share of the costs for all such projects which are approved by the EDA, and which are determined by the EDA to be primarily for the benefit of any of the properties within Areas III or IV, rather than primarily for the benefit of other parts of the City or the Township, shall then be paid jointly by the City and the Township at the ratio of Sixty percent (60%) by the City, and Forty percent (40%) by the Township. The City and the Township agree that the fact that a project which otherwise meets the requirements of this paragraph also benefits Areas I, IIa or IIb or other parts of the City or the Township shall not prevent the EDA from approving such a project for cost sharing.

The City and Township shall pay their respective shares of the cost of any such project within 75 days of mailing of a notice by either party to the other that a contract for the project has been executed. If payment is not made by either party within said 75 day period, the other party may immediately mail a second notice of payment due from the non-paying party. If, within 15 days after the mailing of the said second notice, either the City or the Township shall fail to pay its respective share of the costs of a public improvement project, as approved and determined by the EDA, then the revenue sharing distribution set forth herein shall be revised so that the percentages for the distribution of the tax revenues paid to the City or the Township shall be equal to the percentage share paid by each entity toward the funding of said public improvement project.

5. Orderly Annexation of Area IV. Area IV is in need of, and is hereby designated for future orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
- a. Acreage of Area IV. Area IV contains approximately 500 acres.
  - b. Population of Area IV. The resident population of Area IV is 0 people.
  - c. Timing of Orderly Annexation of Area IV. Any parcel or tract within Area IV which is then adjacent to an existing City boundary, has not already met the requirements of paragraph 4.c. above, and is located within Section 29, Section 32 or the Southeast Quarter of Section 30 (all in Township 59 N, Range 15 W), may be annexed by the City upon the City's receipt of a request made to the City by the owner of said parcel for one or more of the following services or changes to be provided or to occur on said parcel (the "triggering events"):
    - i. municipal water services provided by the City;
    - ii. municipal sanitary sewer services provided by the City; or

Or, upon such other or different schedule or terms as the City and Township may subsequently agree.

After annexation of a property located within Area IV, said property shall be required to connect to any available City sewer and water services, in accordance with City ordinances, and to pay all assessments, charges and costs for said City services. Said connections must be made within one (1) year after the services are made available to the annexed properties.

- d. Detachment from Area IV. The City and the Township agree that any part or parcel of Area IV which is located within Section 29, Section 32 or the Southeast Quarter of Section 30 (all in Township 59 N, Range 15 W), may be subsequently excluded from this agreement and detached from Area IV if the owner thereof requests such and desires to develop said property exclusively within the jurisdictional boundaries of the Township or a different municipality. No property shall be detached from Area IV unless the property owner:
  1. Specifically requests municipal governmental services from the Township or an adjacent municipality; and
  2. Specifically requests to remain in the Township or to be annexed to an adjacent municipality.
- e. No Hearing Required. Upon the occurrence of an event triggering annexation of any part of Area IV as provided in Paragraph 5.c., the City may execute a

resolution for annexation of the property meeting the triggering event and file the same with Minnesota Planning or its successor. Upon receipt of such a resolution of the City so providing, and designating all or the portion of Area IV as meeting one or more of the above conditions, Minnesota Planning may, pursuant to Minn. Stat. 414.0325, review and comment, but shall within thirty (30) days of receipt of said resolution, order the annexation of the area designated in the resolution in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the stated boundaries as described in the resolution for annexation is appropriate, that no consideration by Minnesota Planning is necessary, and that all terms and conditions for annexation of parcels within Area IV are provided for in this Joint Resolution.

Provided that the requisite terms and conditions have been met, the Township shall not object to an annexation of Area IV or any portion thereof initiated by the City in accordance with the triggering events provided in Paragraphs 5.c. As of the effective date of this Joint Resolution, there is no election requirement in the law to accomplish an annexation. No such election shall be required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.

- f. Provision of Services. Prior to annexation of Area IV, the Township shall be responsible for the provision of all municipal governmental services to the properties in said area, unless such services are provided via separate contract between the Township and the City or another municipality. After annexation of Area IV, or any portion thereof, pursuant to the terms of this Joint Resolution, the City shall be responsible for providing and maintaining municipal governmental services to said Area IV to the extent required of any municipality subject to Minnesota law, which may include sanitary sewer and water services, police, fire and ambulance protection, parks, planning and municipal government, and the Township shall have no responsibility for the provision of such municipal services to property in this area unless such services are provided via separate contract between the City and Township.
- g. Revenue Sharing. In order to provide for the benefits and best interests of its citizens, and to preserve the economic vitality, growth and development of both communities, the City and the Township agree that all tax revenue generated from annexed lands located in Area IV and received by the City following annexation shall be divided and shared between the City and the Township. Commencing at the earliest time allowed by law, the annexed properties in said area shall be taxed at the rate determined by the City, and the City shall be responsible for the collection of same. Upon receipt of said taxes, the City shall retain Sixty percent (60%) of such revenues, and shall distribute to the Township

Forty percent (40%) of such revenues. This revenue sharing plan shall be perpetual, and the parties specifically intend to be contractually bound hereby.

- h. Economic Development Authority. The City and the Township agree to utilize the area's EDA as a vehicle for the management and funding of public improvement and development projects within Area IV. All proposals for the installation, construction, maintenance and repair of roads, streets, ditches, sewers, sanitary sewer services, water services, utilities and parks within this area shall be submitted to the EDA for consideration and approval. The local government share of the costs for all such projects which are approved by the EDA, and which are determined by the EDA to be primarily for the benefit of any of the properties within Areas III or IV, rather than primarily for the benefit of other parts of the City or the Township, shall then be paid jointly by the City and the Township at the ratio of Sixty percent (60%) by the City, and Forty percent (40%) by the Township. Provided however, that prior to the extension of sanitary sewer or water services into any parcels located within any of the following described properties, all in Range 15W, Township 59N, St. Louis County, Minnesota:

1. the Southeast quarter of the Southeast quarter of Section thirty-one;
2. that part of the Northeast quarter of the Southeast quarter of Section thirty-one lying South of the canal; and
3. the Southwest quarter of the Southwest quarter of Section thirty-two;

the City shall first obtain and assess the comparative costs of extending such services in connection with City services existing at such time, versus the costs of extending such services in connection with Township services existing at such time, and if the services are then connected to existing City services at a cost greater than the cost would have been for connecting to existing Township services, the Township shall only be responsible to share 40% of the cost which would have been incurred in connecting to Township services, and the City shall be responsible for the remainder. The City and the Township agree that the fact that a project which otherwise meets the requirements of this paragraph and also benefits Areas I, IIa or IIb or other parts of the City or the Township shall not prevent the EDA from approving such a project for cost sharing.

The City and Township shall pay their respective shares of the cost of any such project within 75 days of mailing of a notice by either party to the other that a contract for the project has been executed. If payment is not made by either party within said 75 day period, the other party may immediately mail a second notice of payment due from the non-paying party. If, within 15 days after the mailing of the said second notice, either the City or the Township shall fail to pay its respective share of the costs of a public improvement project, as approved and determined by the EDA, then the revenue sharing distribution set forth herein shall be revised so that the percentages for the distribution of the tax revenues

paid to the City or the Township shall be equal to the percentage share paid by each entity toward the funding of said public improvement project.

6. Withdrawal of City Annexation Petition. The City agrees to withdraw its annexation petition, dated April 5, 2001, as soon as practicable after execution and filing of this Joint Resolution with Minnesota Planning.
7. No Further Annexation The City agrees not to initiate an annexation proceeding for any portion of the Town of White outside of those areas addressed in this Joint Resolution, for a period of twenty (20) years from the effective date of the annexation of Area I, as set forth above, unless the City shall have first received a petition for annexation from the property owners of the properties which are the subject of such annexation proceeding. This shall not prevent the City from annexing such lands if the annexation proceedings are initiated by the owner of any such lands, or an entity other than the City.
8. Special Legislation. The City and the Township are aware that certain provisions of this Joint Resolution may appear to contravene relevant Minnesota law. Specifically, the parties are aware of the provisions of Minnesota Statute sec. 414.036 which restrict municipalities from reimbursing townships for tax revenues to no more than six years following annexation, and that the provisions of this Joint Resolution allowing for a permanent sharing of tax revenues may be contrary to this section. However, the parties are also aware of Minnesota Statute Section 414.0325, Subdivision 6 (passed in 2002) which requires that Joint Resolutions of this nature shall be contractually binding upon the parties thereto, and provides that the provisions of an orderly annexation agreement are not preempted by any provision of Chapter 414 unless the orderly annexation agreement specifically provides so. The City and Township intend this Agreement to be an orderly annexation agreement under Minnesota Statute Section 414.0325, Subdivision 6, and believe that the restrictions of Minnesota Statute sec. 414.036 are not applicable to the revenue sharing portions of this Agreement by virtue of the application of Minnesota Statute Section 414.0325, Subdivision 6. In an effort to provide added certainty to the parties' intentions here, the City and the Township expressly agree to jointly pursue, no later than the 2003 Minnesota Legislative session, the enactment of special legislation permitting and ratifying the revenue sharing provisions of this agreement of the parties as set forth in this Joint Resolution. Neither party shall oppose such special legislation.
9. Disparity Reduction Aid. The City and Township anticipate that one or more annexations occurring under this agreement may cause the Township to lose a portion of its annual Disparity Reduction Aid and may result in the City receiving increased state aids as a result of the transfer of the Township's Disparity Reduction Aid to the City. To the extent that the City receives additional state aid (via Local Government Aid or other state funding program), and to the extent that the receipt of such additional state aid by the City can be directly attributable to the Township's loss of Disparity Reduction Aid, the City shall annually rebate to the Township such additional state aids that the City receives, up to but not exceeding the annual amount of Disparity Reduction Aid lost by the Township.

10. Zoning Authority. Prior to the annexation of any lands controlled by this Joint Resolution, the County of St. Louis shall retain zoning authority over such lands. The City shall not extend extra-territorial zoning authority over such lands without further agreement with the Township and said County, and shall not assert zoning authority until such lands are annexed into the City.
11. Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.
12. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
13. Modification/Amendment. This Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with Minnesota Planning or its successor.
14. Term. This Joint Resolution shall be in full force and effect perpetually, unless terminated by mutual written joint resolution of the City and Township. This Joint Resolution shall be filed by the City with the Minnesota Planning Municipal Boundary Adjustments Office after adoption by the parties.
15. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto. Such actions shall include both the City and Township supporting special legislation to reinstate any material provisions of this Agreement which may be declared invalid by Minnesota Courts.
16. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
17. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future exhibits and attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.
18. Disputes and Remedies. The City and Township agree as follows:
  - a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the Township will direct staff members

as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

- b. Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to binding arbitration.
  - c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to binding arbitration, 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 Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.
  - d. Attorneys' fees to prevailing party. In the event a court action is brought to enforce any of the terms of this agreement, the prevailing party, if any, shall be entitled to payment of all of its court costs, including reasonable attorneys' fees.
  - e. Jointly drafted Agreement. In the event of litigation involving this Agreement, the parties shall deem this Agreement to have been jointly drafted by the City and the Township.
19. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the City:

City of Biwabik  
Biwabik City Hall  
P.O. Box 529  
321 North Main  
Biwabik, MN 55708-0529

If to the Township:

Town of White  
Board of Supervisors  
16 W. 2<sup>nd</sup> Ave. N.  
P.O. Box 146  
Aurora, MN 55705

Any notices or correspondence so delivered to either party shall also be copied and provided via regular mail to the Minnesota Office of Strategic and Long Range Planning ("Minnesota Planning") or its successor, at the following address:

Minnesota Planning, Municipal Boundary Adjustments

Attn: Executive Director  
658 Cedar Street  
St. Paul, MN 55155

Passed, adopted and approved by the Township Board of Supervisors of White Township, St. Louis County, Minnesota this 16<sup>th</sup> day of September, 2002.

White Township

By: *Dennis Esler*  
Dennis Esler, Chair

ATTEST:

*Mary Ann Helander*  
Mary Ann Helander, Town Clerk

Passed, adopted and approved by the City Council of the City of Biwabik, St. Louis County, Minnesota this 18<sup>th</sup> day of September, 2002.

City of Biwabik

By: *Catharine Niemi*  
Catharine Niemi, Mayor

ATTEST:

*Pamela J. Berts*  
Pamela J. Berts, City Administrator

**EXHIBIT I TO JOINT RESOLUTION  
LEGAL DESCRIPTION FOR AREA I**

**AREA I**

Property located in Township 58 north, Range 15 west:

That part of the northwest quarter of Section 6, Township 58 north, Range 15 west located north and west of the diversion canal between Embarrass Lake and Wynne Lake.

Property located in Township 59 north, Range 15 west:

That part of Section 31 located west of the centerline of St. Louis County Highway No. 138 and north of the diversion canal between Embarrass Lake and Wynne Lake; and

That part of Section 30 located west of Wynne Lake, excepting therefrom the southwest quarter of the southeast quarter of said Section 30 and excepting therefrom the following property:

That part of Government Lots 6 and 7, Section 30, Township 59 North, Range 15 West of the 4th Principal Meridian, St. Louis County, Minnesota, described as follows:

Commencing at the Southeast corner of said Government Lot 6; thence Northerly along the East line of said Government Lot 6 a distance of 280.00 feet; thence Easterly parallel with the South line of said Government Lot 7 a distance of 480.00 feet to the point of beginning of the property to be described; thence Westerly parallel with said South line of Government Lot 7 a distance of 480.00 feet; thence Westerly parallel with the South line of Government Lot 6 a distance of 310.00 feet; thence Northerly parallel with the East line of Government Lot 6 a distance of 520.00 feet; thence Northeasterly deflecting to the right 40 degrees 00 minutes 00 seconds a distance of

200 feet, more or less, to the shoreline of Wynne Lake; thence Easterly along said shoreline to the intersection with a line drawn Northerly, parallel with the West line of Government Lot 7, from the point of beginning; thence Southerly parallel with said West line of Government Lot 7 a distance of 435 feet, more or less, to the point of beginning.

That part of Section 19 located west of Wynne Lake; and

That part of Section 18 located west of Wynne Lake and west of the Embarrass River; and

Excepting therefrom the property described in Exhibit II to the Joint Resolution.

Property located in Township 59 north, Range 16 west:

The southeast quarter of the northeast quarter of Section 13 and that portion of Section 13 located east of the centerline of St. Louis County Highway No. 138; and

The northeast quarter of the northwest quarter of Section 24, and the southeast quarter of Section 24 and the south half of the northeast quarter of Section 24; and

The east one-quarter of Section 25 and the northwest quarter of the northeast quarter of Section 25 and the southwest quarter of the southeast quarter of Section 25.

Amended 11/18/02; LCMjj

## TIF DISTRICT 1-1

## DESCRIPTION OF REDEVELOPMENT PROPERTY

1. That part of Government Lots 2 and 1, Section 30, Township 59 North, Range 15 West of the fourth principal Meridian, described as follows:

Commencing at the Southwest corner of Government Lot 4, Section 30, Township 59 North, Range 15 West, thence North  $16^{\circ}-42'-43''$  East (assumed bearing), along the West line of said Government Lot 4, a distance of 592.12 feet to the center line of C.S.A.H. 138; thence North  $01^{\circ}-14'-45''$  East, along said center line, a distance of 199.04 feet; thence Northerly and Westerly, along said center line being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of  $10^{\circ}-10'-00''$ , a distance of 338.89 feet; thence North  $08^{\circ}-55'-15''$  West, along said center line also being the tangent of the last described curve, a distance of 538.62 feet; thence Westerly and Northerly, along said center line being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of  $27^{\circ}-24'-50''$ , a distance of 548.28 feet; thence North  $18^{\circ}-29'-35''$  East, along said center line also being the tangent to the last described curve, a distance of 495.18 feet; thence south  $71^{\circ}-30'-25''$  East a distance of 50.00 feet to the intersection with the Easterly right of way line of C.S.A.H. 138 and said intersection being the point of beginning of the land to be described; thence North  $18^{\circ}-29'-35''$  East, along said right of way line, a distance of 193.28 feet; thence South  $80^{\circ}-20'-15''$  East, a distance of 304 feet, more or less, to the shore line of Wynne Lake; thence Southerly, along said shore line, to the intersection with a line bearing South  $72^{\circ}-46'-30''$  East from the point of beginning; thence North  $72^{\circ}-46'-30''$  West a distance of 318 feet, more or less, to the point of beginning.

2. A 30.00 foot wide easement for ingress, egress and utility purposes over, under and across that part of Government Lot 1, Section 30, Township 59 North, Range 15 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the Southwest corner of Government Lot 4, said Section 30; thence North 16 degrees 42 minutes 43 seconds East assumed bearing, along the West line of said Government Lot 4 a distance of 592.12 feet to the centerline of County State Aid Highway Number 138; thence North 01 degree 14 minutes 45 seconds East along said centerline 199.04 feet; thence Northerly and Westerly, along said centerline being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of 10 degrees 10 minutes 00 seconds, a distance of 338.89

## LEGAL DESCRIPTION OF AREA 11-A CONTINUED

feet; thence North 08 degrees 55 minutes 15 seconds West, along said centerline also being the tangent of the last described curve, 538.62 feet; thence Westerly and Northerly, along said centerline being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of 27 degrees 24 minutes 50 seconds, a distance of 548.28 feet; thence North 18 degrees 29 minutes 35 seconds East, along said centerline also being the tangent to the last described curve 495.18 feet; thence South 71 degrees 30 minutes 25 seconds East 50.00 feet to the intersection with the Easterly right of way line of County State Aid Highway Number 138; thence North 18 degrees 29 minutes 35 seconds East along said right of way line 193.28 feet; thence South 80 degrees 20 minutes 15 seconds East 58.00 feet to the point of beginning of said centerline to be herein described; thence North 27 degrees 30 minutes 09 seconds East 124.31 feet; thence North 34 degrees 34 minutes 00 seconds East 143.00 feet; thence North 55 degrees 26 minutes 00 seconds West 68.85 feet; thence North 71 degrees 30 minutes 25 seconds West 50.22 feet to the intersection with the Easterly right of way line of said county State Aid Highway Number 138 and said centerline there terminating. The side lines of said easement shall be prolonged or shortened to terminate on the Easterly right of way line of said County State Aid Highway Number 138 and on a line bearing South 80 degrees 20 minutes 15 seconds East and North 80 degrees 20 minutes 15 seconds West from the point of beginning.

## 3. PARCEL 5

That part of Government Lot 2, Section 30, Township 59 North, Range 15 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of Government Lot 4, Section 30, Township 59 North, Range 15 West, thence North 16°-42'-43" East (assumed bearing), along the West line of said Government Lot 4, a distance of 592.12 feet to the center line of C.S.A.H. 138; thence North 01°-14'-45" East, along said center line, a distance of 199.04 feet; thence Northerly and Westerly, along said center line being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of 10°-10'-00", a distance of 338.89 feet; thence North 08°-55'-15" West, along said center line also being the tangent of the last described curve, a distance of 538.62 feet; thence Westerly and Northerly, along said center line being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of 27°-24'-50", a distance of 548.28 feet; thence North 18°-29'-35"

East, along said center line also being the tangent to the last described curve, a distance of 219.16 feet; thence South  $71^{\circ}-30'-25''$  East, a distance of 50.00 feet to the intersection with the Easterly right of way line of C.S.A.H. 138 and said intersection being the point of beginning of the land to be described; thence North  $18^{\circ}-29'-35''$  East, along said right of way line, a distance of 276.02 feet; thence South  $72^{\circ}-46'-30''$  East a distance of 318 feet, more or less, to the shore line of Wynne Lake; thence Southerly, along said shore line, to the intersection with a line bearing South  $76^{\circ}-32'-08''$  East from the point of beginning; thence North  $76^{\circ}-32'-08''$  West a distance of 266 feet, more or less, to the point of beginning.

#### 4. PARCEL 6

That part of Government Lot 2, Section 30, Township 59 North, Range 15 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of Government Lot 4, Section 30, Township 59 North, Range 15 West, thence North  $16^{\circ}-42'-43''$  East (assumed bearing), along the West line of said Government Lot 4, a distance of 592.12 feet to the center line of C.S.A.H. 138; thence North  $01^{\circ}-14'-45''$  East, along said center line, a distance of 199.04 feet; thence Northerly and Westerly, along said center line being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of  $10^{\circ}-10'-00''$ , a distance of 338.89 feet; thence North  $08^{\circ}-55'-15''$  West, along said center line also being the tangent of the last described curve, a distance of 538.62 feet; thence Westerly and Northerly, along said center line being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of  $27^{\circ}-24'-50''$ , a distance of 548.28 feet; thence North  $18^{\circ}-29'-35''$  East, along said center line also being the tangent to the last described curve, a distance of 219.16 feet; thence South  $71^{\circ}-30'-25''$  East a distance of 50.00 feet to the intersection with the Easterly right of way line of C.S.A.H. 138 and said intersection being the point of beginning of the land to be described; thence South  $18^{\circ}-29'-35''$  West, along said right of way line, a distance of 219.16 feet; thence Southerly and Westerly, along said right of way line being a tangential curve concave to the Southeast, having a radius of 1095.92 feet and a central angle of  $04^{\circ}-59'-19''$ , a distance of 95.42 feet; thence South  $77^{\circ}-01'-26''$  East a distance of 303 feet, more or less, to the shore line of Wynne Lake; thence Northerly, along said shore line, to the intersection with a line bearing South  $76^{\circ}-32'-08''$  East from the point of beginning; thence North  $76^{\circ}-32'-08''$  West a distance of 266 feet, more or less, to the point of beginning.

## 5. PARCEL 7

Those parts of Governmental Lot 2, 3, and 4, Section 30, Township 59 North, Range 15 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of said Government Lot 4, thence North  $16^{\circ}-42'-43''$  East (assumed bearing), along the West line of said Government Lot 4, a distance of 373.67 feet; thence South  $73^{\circ}-17'-17''$  East a distance of 112.32 feet to the Easterly right of way line of C.S.A.H. 138; thence North  $01^{\circ}-14'-45''$  East, along said Easterly right of way line, a distance of 215.39 feet to the point of beginning of the land to be described; thence continue North  $01^{\circ}-14'-45''$  East, along said right of way line, a distance of 224.14 feet; thence Northerly and Westerly, along said right of way line, being a tangential curve concave to the West, having a radius of 1959.86 feet and a central angle of  $6^{\circ}-53'-09''$ , a distance of 235.54 feet; thence North  $84^{\circ}-21'-36''$  East, along the right of way line of C.S.A.H. 138, a distance of 10.00 feet; thence Northerly and Westerly, along said right of way line, being a non-tangential curve concave to the West, having a radius of 1969.86 feet and a central angle of  $3^{\circ}-16'-51''$ , a distance of 112.80 feet and the chord of said curve bears North  $07^{\circ}-16'-49''$  West; thence South  $81^{\circ}-04'-45''$  West, along said right of way line a distance of 10.00 feet; thence North  $08^{\circ}-55'-15''$  West, along said right of way line, a distance of 228.62 feet to the South line of said Government Lot 2; thence South  $73^{\circ}-25'-56''$  East, along said south line also being the right of way line of C.S.A.H. 138, a distance of 60.93 feet; thence North  $08^{\circ}-55'-15''$  West, along said right of way line, a distance of 336.22 feet; thence Northerly, along said right of radius of 1040.92 feet and a central angle of  $05^{\circ}-06'-04''$ , a distance of 92.67 feet; thence South  $86^{\circ}-10'-49''$  West, along said right of way line, a distance of 55.00 feet; thence Northerly, along said right of way line, being a non-tangential curve concave to the East, having a radius of 1095.92 feet and a central angle of  $17^{\circ}-19'-27''$ , a distance of 331.37 feet and said chord bears North  $04^{\circ}-50'-32''$  East; thence South  $77^{\circ}-01'-26''$  East a distance of 266 feet, more or less, to the shore line of Wynne Lake; thence Southerly, along said shore line of Wynne Lake, to the intersection with a line bearing North  $77^{\circ}-55'-00''$  East from said point of beginning; thence South  $77^{\circ}-55'-00''$  West a distance of 110.00 feet, more or less, to the point of beginning.

## TIF DISTRICT 1-2

## DESCRIPTION OF REDEVELOPMENT PROPERTY

## 1. Parcel 1(A) (FUGLIE)

That part of Government Lot 1, Section 30, Township 59 North, Range 15 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of Government Lot 4, Section 30, Township 59 North, Range 15 West, thence North  $16^{\circ}-42'-43''$  East (assumed bearing), along the West line of said Government Lot 4, a distance of 592.12 feet to the center line of C.S.A.H. 138; thence North  $01^{\circ}-14'-45''$  East, along said center line, a distance of 199.04 feet; thence Northerly and Westerly, along said center line being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of  $10^{\circ}-10'-00''$ , a distance of 338.89 feet; thence North  $08^{\circ}-55'-15''$  West, along said center line also being the tangent of the last described curve, a distance of 538.62 feet; thence Westerly and Northerly, along said center line being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of  $27^{\circ}-24'-50''$ , a distance of 548.28 feet; thence North  $18^{\circ}-29'-35''$  East, along said center line also being the tangent to the last described curve, a distance of 688.46 feet; thence South  $71^{\circ}-30'-25''$  East a distance of 50.00 feet to the intersection with the Easterly right of way line of C.S.A.H. 138 and said intersection being the point of beginning of the land to be described; thence North  $18^{\circ}-29'-35''$  East, along said right of way line, a distance of 291.15 feet; thence South  $71^{\circ}-31'-30''$  East a distance of 423 feet, more or less, to the shore line of Wynne Lake; thence Southerly, along said shore line, to the intersection with a line bearing South  $80^{\circ}-20'-15''$  East from the point of beginning; thence North  $80^{\circ}-20'-15''$  West a distance of 304 feet, more or less, to the point of beginning.

## 2. Parcel 2(A) (KARISH)

That part of Government Lot 1, Section 30, Township 59 North, Range 15 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of Government Lot 4, Section 30, Township 59 North, Range 15 West, thence North  $16^{\circ}-42'-43''$  East (assumed bearing), along the West line of said Government Lot 4, a distance of 592.12 feet to the center line of C.S.A.H. 138; thence North  $01^{\circ}-14'-45''$  East, along said center line, a distance of 199.04 feet; thence Northerly and Westerly,

along said center line being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of  $10^{\circ}-10'-00''$ , a distance of 338.89 feet; thence North  $08^{\circ}-55'-15''$  West, along said center line also being the tangent of the last described curve, a distance of 538.62 feet; thence Westerly and Northerly, along said center line being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of  $27^{\circ}-24'-50''$ , a distance of 548.28 feet; thence North  $18^{\circ}-29'-35''$  East, along said center line also being the tangent to the last described curve, a distance of 979.61 feet; thence South  $71^{\circ}-30'-25''$  East a distance of 50.00 feet to the intersection with the Easterly right of way line of C.S.A.H. 138 and said intersection being the point of beginning of the land to be described; thence North  $18^{\circ}-29'-35''$  East, along said right of way line, a distance of 228.49 feet; thence South  $70^{\circ}-35'-08''$  East a distance of 402 feet, more or less, to the shore line of Wynne Lake; thence Southerly, along said shore line, to the intersection with a line bearing South  $71^{\circ}-31'-30''$  East from the point of beginning; thence North  $71^{\circ}-31'-30''$  West a distance of 423 feet, more or less, to the point of beginning.

3. Parcel 1(B) (FUGLIE)

An easement for a recreational trail over the Westerly 25.00 feet of the following described real property located in St. Louis County, State of Minnesota:

That part of Government Lot 1, Section 30, Township 59 North, Range 15 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of Government Lot 4, Section 30, Township 59 North, Range 15 West, thence North  $16^{\circ}-42'-43''$  East (assumed bearing), along the West line of said Government Lot 4, a distance of 592.12 feet to the center line of C.S.A.H. 138; thence North  $01^{\circ}-14'-45''$  East, along said center line, a distance of 199.04 feet; thence Northerly and Westerly, along said center line being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of  $10^{\circ}-10'-00''$ , a distance of 338.89 feet; thence North  $08^{\circ}-55'-15''$  West, along said center line also being the tangent of the last described curve, a distance of 538.62 feet; thence Westerly and Northerly, along said center line being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of  $27^{\circ}-24'-50''$ , a distance of 548.28 feet; thence North  $18^{\circ}-29'-35''$  East, along said center line also being the tangent to the last described curve, a distance of 688.46 feet; thence South  $71^{\circ}-30'-25''$  East a distance of 50.00 feet to the intersection with the Easterly right of way line of C.S.A.H. 138 and said intersection

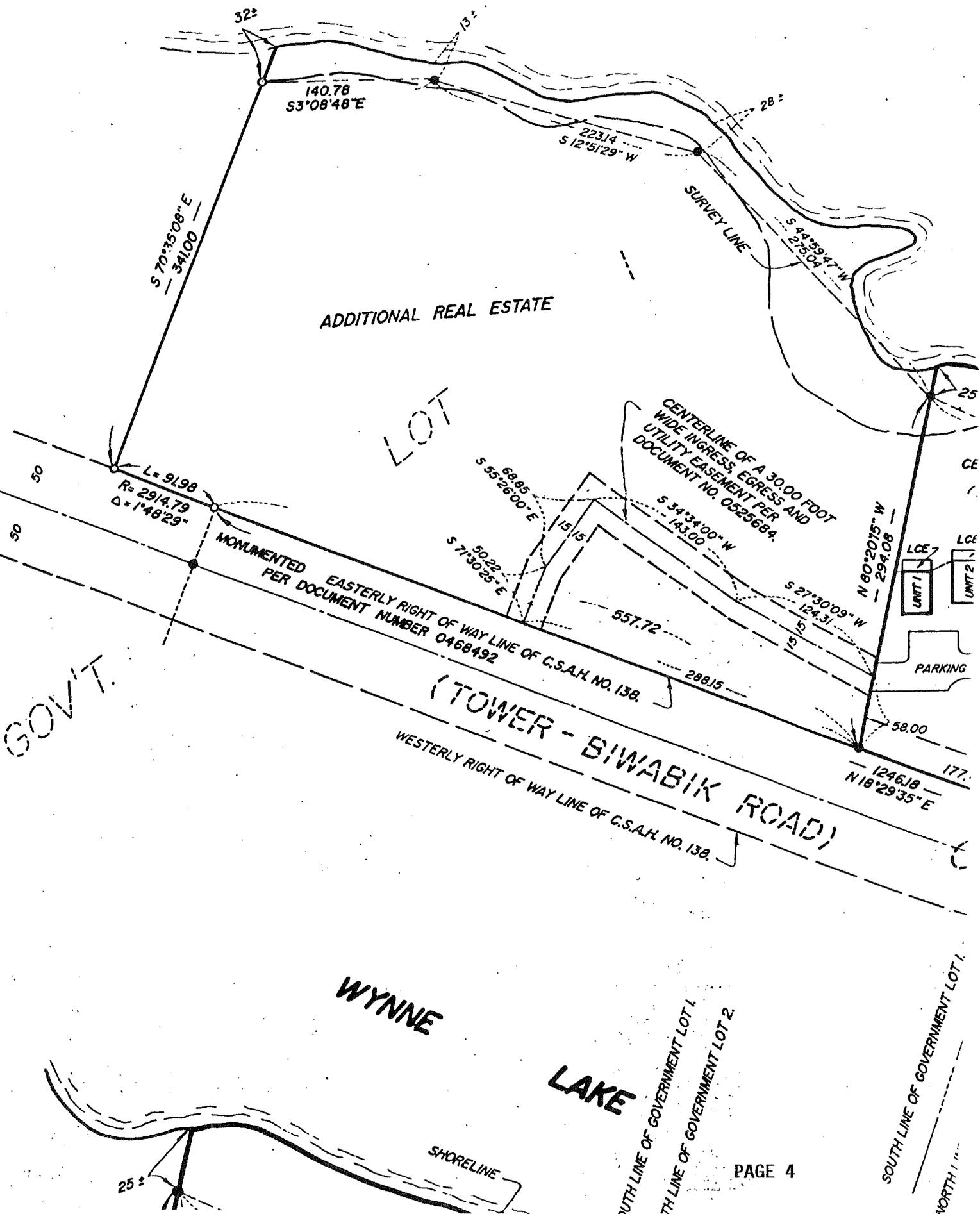
being the point of beginning of the land to be described; thence North  $18^{\circ}-29'-35''$  East, along said right of way line, a distance of 291.15 feet; thence South  $71^{\circ}-31'-30''$  East a distance of 423 feet, more or less, to the shore line of Wynne Lake; thence Southerly, along said shore line, to the intersection with a line bearing South  $80^{\circ}-20'-15''$  East from the point of beginning; thence North  $80^{\circ}-20'-15''$  West a distance of 304 feet, more or less, to the point of beginning, subject to easements of record.

4. Parcel 2(B) (KARISH)

An easement for a recreational trail over the Westerly 25.00 feet of the following described real property located in St. Louis County, State of Minnesota:

That part of Government Lot 1, Section 30, Township 59 North, Range 15 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of Government Lot 4, Section 30, Township 59 North, Range 15 West, thence North  $16^{\circ}-42'-43''$  East (assumed bearing), along the West line of said Government Lot 4, a distance of 592.12 feet to the center line of C.S.A.H. 138; thence North  $01^{\circ}-14'-45''$  East, along said center line, a distance of 199.04 feet; thence Northerly and Westerly, along said center line being a tangential curve concave to the West, having a radius of 1909.86 feet and a central angle of  $10^{\circ}-10'-00''$ , a distance of 338.89 feet; thence North  $08^{\circ}-55'-15''$  West, along said center line being the tangent of the last described curve, a distance of 538.62 feet; thence Westerly and Northerly, along said center line being a tangential curve concave to the East, having a radius of 1145.92 feet and a central angle of  $27^{\circ}-24'-50''$ , a distance of 548.28 feet; thence North  $18^{\circ}-29'-35''$  East, along said center line also being the tangent to the last described curve, a distance of 979.61 feet; thence South  $71^{\circ}-30'-25''$  East a distance of 50.00 feet to the intersection with the Easterly right of way line of C.S.A.H. 138 and said intersection being the point of beginning of the land to be described; thence North  $18^{\circ}-29'-35''$  East, along said right of way line, a distance of 228.49 feet; thence South  $70^{\circ}-35'-08''$  East a distance of 402 feet, more or less, to the shore line of Wynne Lake; thence Southerly along said shore line, to the intersection with a line bearing South  $71^{\circ}-31'-30''$  East from the point of beginning; thence North  $71^{\circ}-31'-30''$  West a distance of 423 feet, more or less, to the point of beginning.



GOV'T.

WYNNE

LAKE

10TH LINE OF GOVERNMENT LOT 1  
11TH LINE OF GOVERNMENT LOT 2

SOUTH LINE OF GOVERNMENT LOT 1  
NORTH 11TH

**EXHIBIT III TO JOINT RESOLUTION  
LEGAL DESCRIPTION FOR AREA III**

**AREA III**

Property located in Township 59 north, Range 16 west:

All that property in sections 13, 24, 25 and 36, excepting therefrom all such properties within said sections that are contained in Area I.

Property located in Township 59 north, Range 15 west:

All that property in Section 31 located east of the centerline of St. Louis County Highway No. 138, and north and west of the diversion canal between Embarrass Lake and Wynne Lake, excepting therefrom any property in Section 31 located east of Wynne Lake; and

All that property in Section 30, excepting therefrom all such properties within said section which are contained in Area I and excepting therefrom the southeast quarter of Section 30 located east of Wynne Lake; and

All that property in Section 19, excepting therefrom all such properties within said section which are contained in Area I and excepting therefrom all such properties which are contained in Exhibit II to the Joint Resolution; and

All that property in Section 18, excepting therefrom all such properties within said section which are contained in Area I; and

The southwest quarter of Section 7 and the east half of the southeast quarter of Section 7.

**EXHIBIT IV TO JOINT RESOLUTION  
LEGAL DESCRIPTION FOR AREA IV**

**AREA IV**

Property located in Township 59 north, Range 15 west:

The southeast quarter of Section 30 located east of Wynne Lake; and

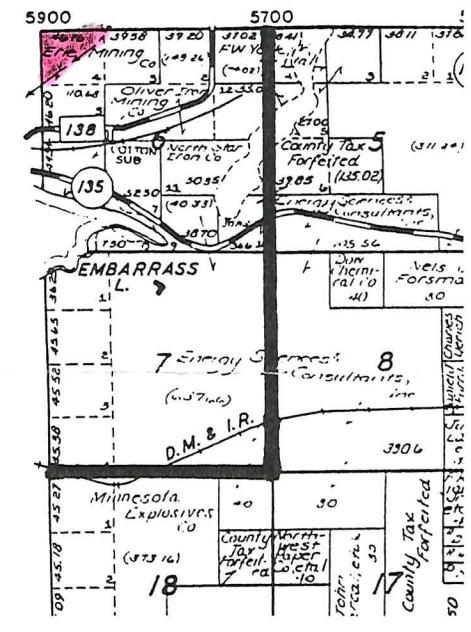
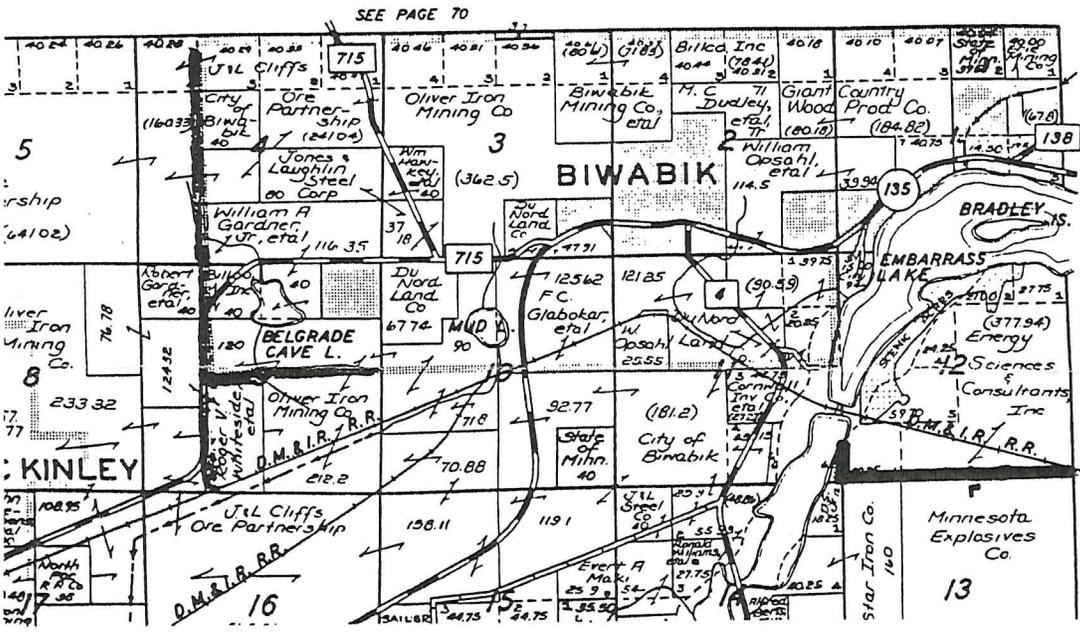
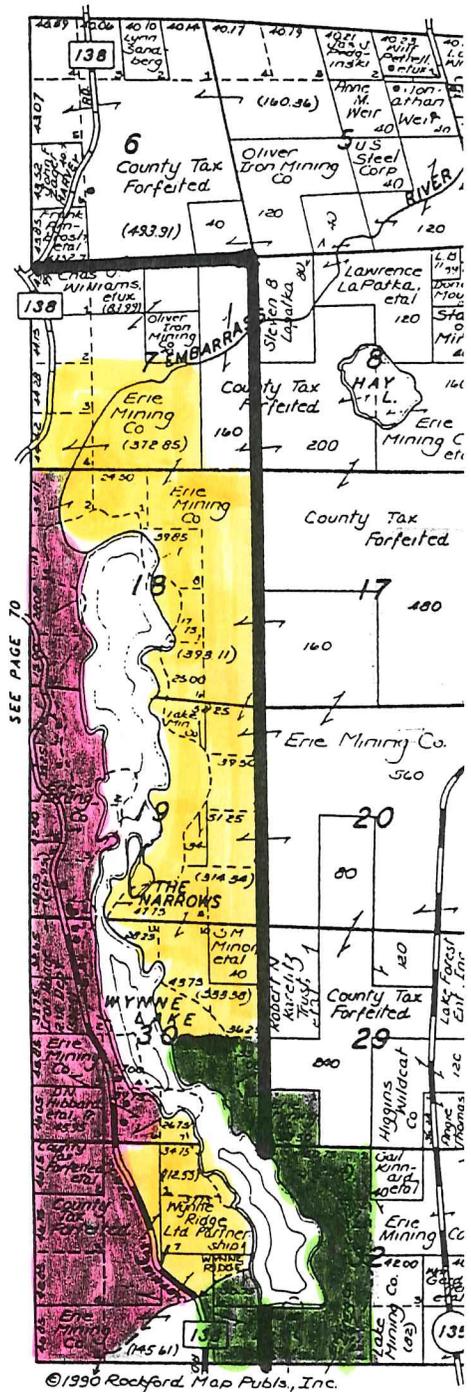
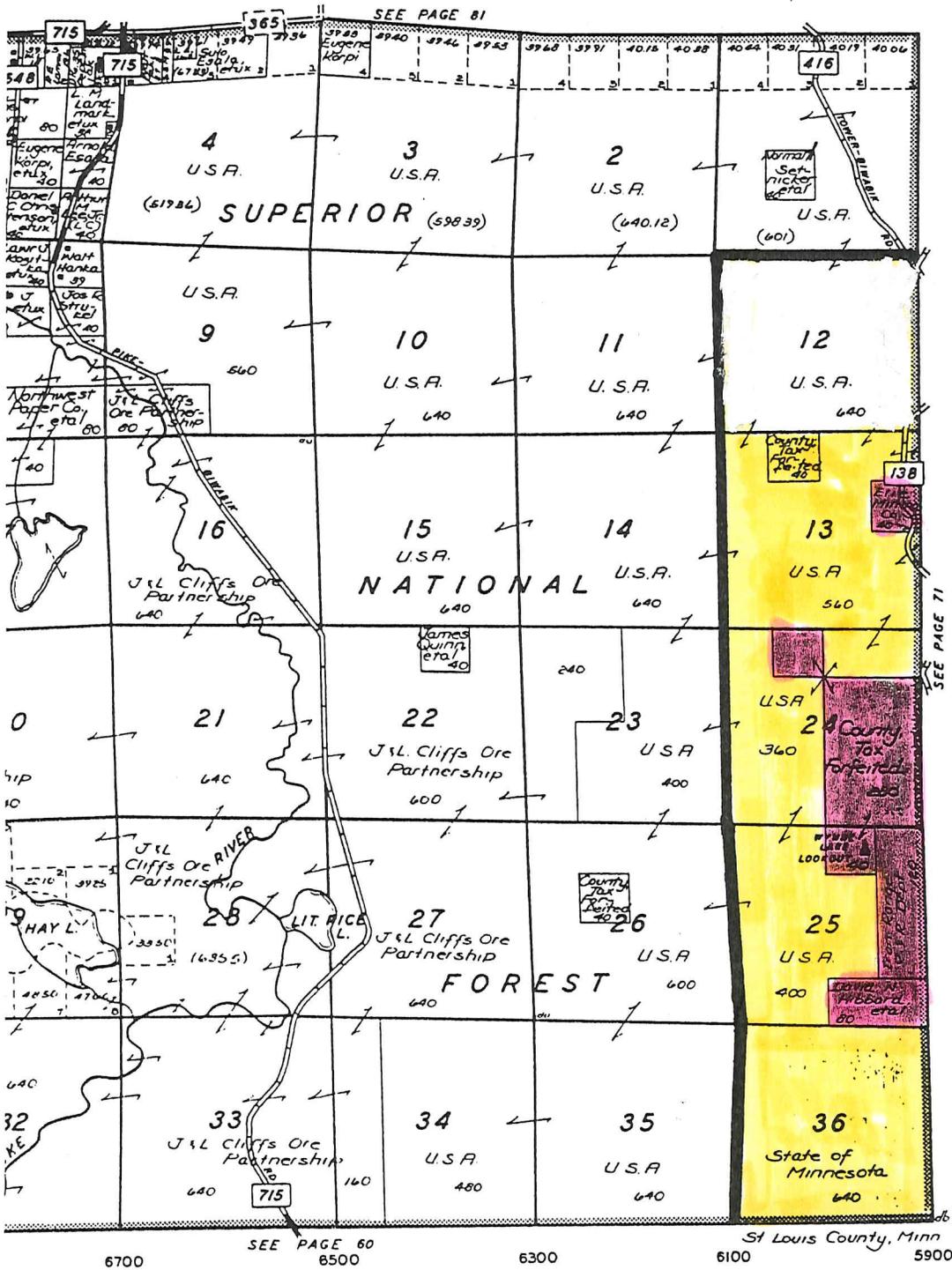
The southwest quarter of the southwest quarter of Section 29; and

The west half of Section 32; and

That part of Section 31 located east of the centerline of St. Louis County Highway No. 138 and south of the diversion canal between Embarrass Lake and Wynne Lake.

UNORGANIZED  
T. 59 N.-R. 16 W.

T. 59 N.-R. 15 W.  
NORTH PART  
WHITE



T. 58 N.-R. 16 W.

CENTRAL PART  
WHITE  
T. 58 N.-R. 15 W.

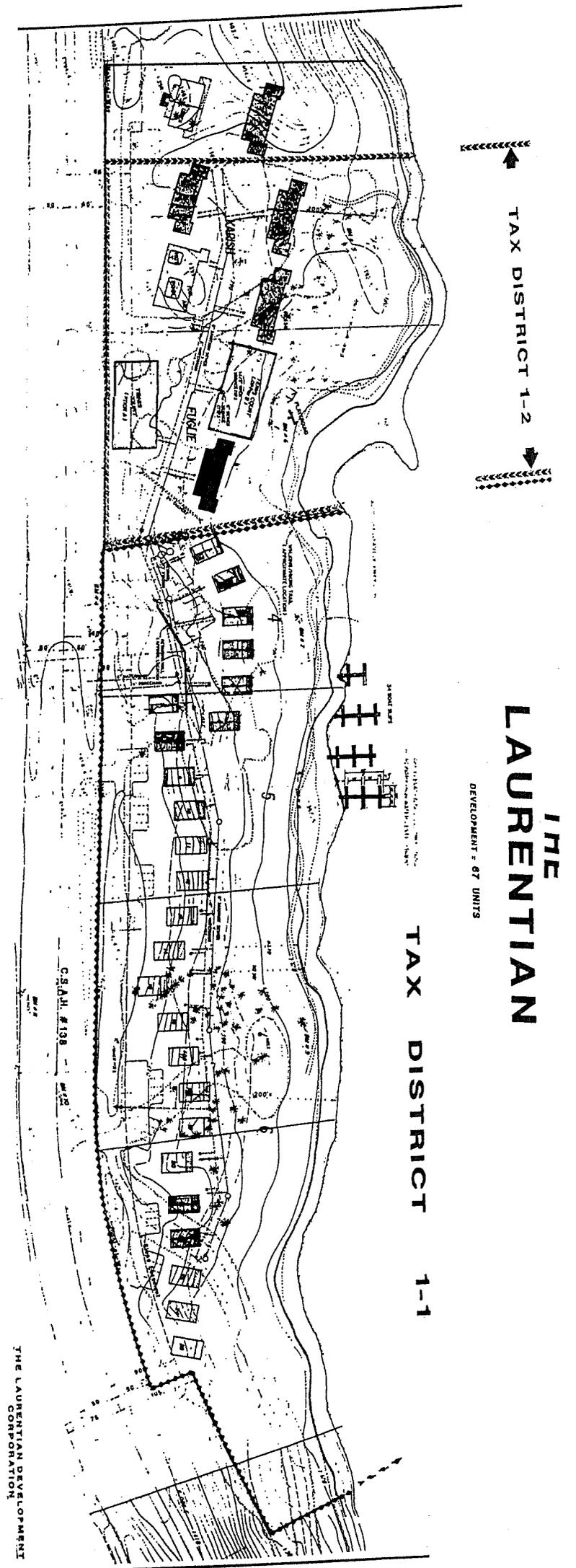
LEGEND	
(outlined area)	Present Area in Annexation Petition
(highlighted area)	Area to be Mediated

**BIWABIK**

- Area I including Area IIa & IIb
- Area III
- Area IV

0

50



THE LAURENTIAN DEVELOPMENT  
CORPORATION

**EXHIBIT 6 TO JOINT RESOLUTION**

570-0000-09650  
570-0000-09805  
570-0000-09806  
570-0000-09810  
570-0000-00040  
570-0063-00050  
570-0063-00120  
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570-0092-00020

CHAPTER No. 177  
S.F. No. 1164

AN ACT

NOTE

This is the final version  
of the bill that will be  
transmitted to the governor's  
desk. Check House Index Department  
for updated status (296-6646)

1

2 relating to local government; permitting the city of  
3 Biwabik and the town of White to establish a joint  
4 east range economic development authority.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

6 Section 1. [CITY OF BIWABIK, TOWN OF WHITE; ESTABLISHMENT  
7 OF ECONOMIC DEVELOPMENT AUTHORITY.]

8 A public body corporate and politic, to be known as the  
9 joint east range economic development authority, is created.

10 The authority has all of the powers and duties of an economic  
11 development authority under Minnesota Statutes, sections 469.091  
12 to 469.108, except as otherwise provided in this act. For the  
13 purposes of sections 1 to 4, "authority" means the joint east  
14 range economic development authority. For the purposes of  
15 applying Minnesota Statutes, sections 469.091 to 469.108, to the  
16 authority, the city of Biwabik and the town of White each have  
17 all of the powers and duties of a city, and the White town board  
18 and the Biwabik city council each have all of the powers and  
19 duties of a city council, except for bond issuance and tax levy  
20 purposes as otherwise provided in this act. The authority may  
21 exercise all of the powers of an economic development authority,  
22 including those contained in Minnesota Statutes, section 469.101.

23 Sec. 2. [AREA OF OPERATION.]

24 The area of operation of the authority shall include the  
25 territory of the city of Biwabik and the town of White. The

1 Biwabik city council must approve any project as defined in  
2 Minnesota Statutes, section 469.174, subdivision 8, and any  
3 economic development district as defined in Minnesota Statutes,  
4 section 469.101, if the project or economic development district  
5 includes real property within the boundaries of the city of  
6 Biwabik or includes real property owned by the city of Biwabik.  
7 The White town board must approve any project as defined in  
8 Minnesota Statutes, section 469.174, subdivision 8, and any  
9 economic development district as defined in Minnesota Statutes,  
10 section 469.101, if the project or economic development district  
11 includes real property within the boundaries of the town of  
12 White or includes real property owned by the town of White.

13       Sec. 3. [COMMISSIONERS.]

14       Subdivision 1. [APPOINTMENT, TERMS, VACANCIES.] The  
15 authority shall consist of seven commissioners, three to be  
16 appointed by the White town board and three by the Biwabik city  
17 council. The seventh commissioner shall be appointed by joint  
18 agreement of a majority of the White town board and a majority  
19 of the Biwabik city council; the jointly appointed commissioner  
20 shall serve an initial term of six years. Those initially  
21 appointed by the city council shall serve terms of one, three,  
22 and five years. Those initially appointed by the town board  
23 shall serve terms of two, four, and six years. Thereafter,  
24 commissioners shall be appointed for six-year terms, except as  
25 otherwise provided in this subdivision. Vacancies during a term  
26 shall be filled for the unexpired term, in the manner in which  
27 the original appointment was made. Town of White board members  
28 and Biwabik city council members may serve as commissioners for  
29 terms that coincide with the terms of their respective elected  
30 offices.

31       Subd. 2. [COMPENSATION, REIMBURSEMENT, REMOVAL.] A  
32 commissioner appointed by the White town board shall be  
33 compensated, reimbursed, and may be removed for cause by the  
34 town board in the manner provided in Minnesota Statutes, section  
35 469.095. A commissioner appointed by the Biwabik city council  
36 shall be compensated, reimbursed, and may be removed for cause

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S.F. No. 1164

1 by the Biwabik city council in the manner provided in Minnesota  
2 Statutes, section 469.095. A commissioner appointed jointly by  
3 the city council and town board may be removed for cause only by  
4 action of a majority of the city council and a majority of the  
5 town board. The city council and town board shall each pay  
6 one-half of that commissioner's reimbursements and compensation.

7       Sec. 4. [GENERAL OBLIGATION BONDS.]

8       Subdivision 1. [ISSUANCE.] The authority may issue general  
9 obligation bonds as provided in Minnesota Statutes, section  
10 469.102. If the bonds are secured by a pledge of the full faith  
11 and credit of the town of White and are not secured by a pledge  
12 of the full faith and credit of the city of Biwabik, then for  
13 the purposes of applying section 469.102 to the issuance of the  
14 bonds by the authority, the town of White has all the powers and  
15 duties of a city and the White town board has all of the powers  
16 and duties of a city council. If the bonds are secured by a  
17 pledge of the full faith and credit of the city of Biwabik and  
18 are not secured by a pledge of the full faith and credit of the  
19 town of White, then for the purposes of applying section 469.102  
20 to the issuance of the bonds by the authority, the city of  
21 Biwabik has all of the powers and duties of a city and the  
22 Biwabik city council has all of the powers and duties of a city  
23 council. If the bonds are secured by a pledge of the full faith  
24 and credit of the city of Biwabik and the town of White, then  
25 for the purposes of applying section 469.102 to the issuance of  
26 the bonds by the authority, the town of White has all of the  
27 powers and duties of a city and the White town board has all of  
28 the powers and duties of a city council, and the city of Biwabik  
29 has all of the powers and duties of a city and the Biwabik city  
30 council has all of the powers and duties of a city council. The  
31 issuance of general obligation bonds secured by a pledge of the  
32 full faith and credit of the city of Biwabik and the town of  
33 White must be approved by a two-thirds majority of the White  
34 town board and must be approved by a two-thirds majority of the  
35 Biwabik city council.

36       Subd. 2. [NET DEBT.] If the White town board and the

## CHAPTER No. 177

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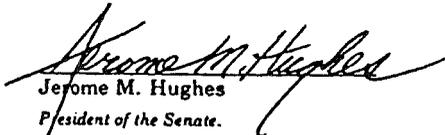
1 Biwabik city council authorize the issuance of general  
2 obligation bonds by the authority which are secured by the full  
3 faith and credit of the city of Biwabik and the town of White,  
4 the bonds shall be divided between the city and the town in the  
5 proportion that the total assessed valuation of each bears to  
6 the total assessed valuation of both for the purpose of applying  
7 the limitation on net debt under chapter 475.

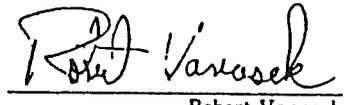
8       Sec. 5. [EFFECTIVE DATE.]

9       Sections 1 to 4 are effective the day after compliance by  
10 the town board of the town of White and the governing body of  
11 the city of Biwabik with Minnesota Statutes, section 645.021,  
12 subdivision 3.

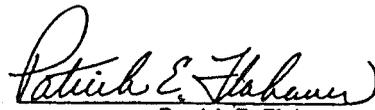
CHAPTER No. 177  
S.F. No. 1164

This bill was passed in conformity to the rules of each house and the joint rules of the two houses as required by the Constitution of the State of Minnesota.

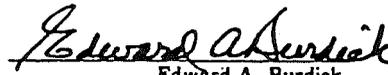
  
Jerome M. Hughes  
President of the Senate.

  
Robert Vanasek  
Speaker of the House of Representatives.

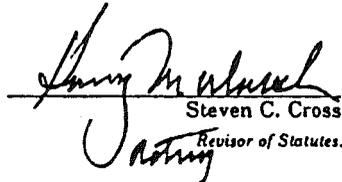
Passed the Senate on May 10, 1991.

  
Patrick E. Flahaven  
Secretary of the Senate.

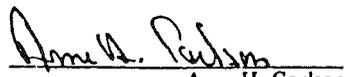
Passed the House of Representatives on May 15, 1991.

  
Edward A. Burdick  
Chief Clerk, House of Representatives.

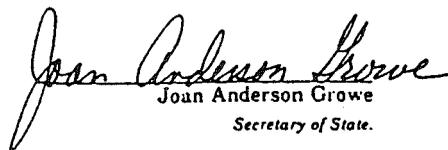
This enactment of the Senate and House of Representatives is properly enrolled and was presented to the Governor on May 21, 1991.

  
Steven C. Cross  
Revisor of Statutes.

Approved on May 24, 1991, at 8:05 P. M.

  
Arne H. Carlson  
Governor of the State of Minnesota.

Filed on May 28, 1991.

  
Joan Anderson Grove  
Secretary of State.