

BEMIDJI TOWNSHIP RESOLUTION NO. 04- 29
NORTHERN TOWNSHIP RESOLUTION NO. 04- 04
CITY OF BEMIDJI RESOLUTION NO. 04- 5189



IN THE MATTER OF THE JOINT RESOLUTION
OF THE CITY OF BEMIDJI AND THE TOWNS
OF NORTHERN AND BEMIDJI DESIGNATING
CERTAIN AREAS AS IN NEED OF ORDERLY
ANNEXATION PURSUANT TO MINNESOTA
STATUTES, SECTION 414.0325

**JOINT RESOLUTION
FOR
ORDERLY ANNEXATION**

WHEREAS, The City of Bemidji ("City") and the Townships of Northern and Bemidji ("Townships") desire to enter into an agreement for the orderly annexation of certain property, legally described herein, pursuant to Minnesota Statutes, Section § 414.0325; and

WHEREAS, the City and Townships agree that the properties legally described herein meet the definition for annexation as contained in applicable Minnesota Statutes; and

WHEREAS, it is in the best interest of the City, the Townships and their respective residents to agree to orderly annexation in furtherance of orderly growth and the protection of the public health, safety, and welfare; and

WHEREAS, the City and the Townships are in agreement as to the procedures and process for orderly annexation of said property described herein for the purpose of orderly, planned growth; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution for Orderly Annexation ("Joint Resolution"); and

WHEREAS, this Joint Resolution is contingent upon the simultaneous passage of a joint resolution establishing the Greater Bemidji Area Joint Powers Agreement ("Joint Powers Agreement") between the City and the Townships to implement and administer joint municipal planning, zoning and subdivision authority within the entire area of the three (3) jurisdictions; and

WHEREAS, The Joint Powers Agreement, which is attached hereto and incorporated within this resolution by reference, is intended to ensure that all three municipalities remain viable and thriving through comprehensive and cooperative planning for growth and development

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NOW, THEREFORE BE IT RESOLVED by the City of Bemidji, Beltrami County, Minnesota, and the Townships of Bemidji and Northern, Beltrami County, Minnesota, as follows:

1. **Filing of Joint Resolution:** Upon execution by the respective governing bodies of the City and Townships, the City shall file this Joint Resolution with Minnesota Planning (or successor agency).

2. **Designation of Annexation Area:** The following described lands will hereinafter be designated as the Orderly Annexation Area ("OAA") and said property is properly subject to orderly annexation pursuant to Minnesota Statute Section § 414.0325, Subdivision 1 and detachment pursuant to Minnesota Statute Section § 414.06. The OAA is legally described in Exhibit Aⁱⁱ and illustrated on a Boundary Map marked as Exhibit B, both exhibits being attached hereto and incorporated herewith. In the event that there are errors, omissions or any other problems with the legal description or mapping provided in Exhibits A and B in the judgment of Minnesota Planning, the parties agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by Minnesota Planning as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

3. **Interim Status:** All properties within the OAA shall remain in the Townships until annexed to the City in accordance with the terms of this Joint Resolution.

4. **Annexation/Detachment Procedure & Phasing:** Property lying within the OAA shall be annexed by the City in accordance with the procedures outlined in this paragraph:

A. **Annexation:** All the area within the OAA designated in Paragraph 2 shall be annexed over a period of fifteen (15)ⁱⁱⁱ years. The Townships and City agree that phasing annexation and assimilation of the growth envisioned to occur within the OAA would benefit the City by reducing the financial risk of extending core facilities and municipal services into the OAA by extending such facilities all at one time. In turn, the parties mutually agree that a phased development, orderly annexation and detachment plan as envisioned by the Joint Resolution would benefit the Townships by phasing the impact of lost tax base on the remaining Townships' government and easing financial and lifestyle impacts that an immediate annexation of the area could impose on Township residents. For the purposes of this Joint Resolution, the OAA is divided into three (3) phases as legally described in Exhibit A.

Phase I: See Exhibit A
Phase II: See Exhibit A
Phase III: See Exhibit A

B. **Detachment:** Upon annexation of Phase I properties in the OAA, and in accordance with Minn. Stat. § 414.06, Subd. 1, the City shall by petition filed with Minnesota Planning or its successor entity, initiate a proceeding to detach from the City the

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four (4) properties situated in Bemidji Township and described in Exhibit C attached hereto and incorporated herewith, hereinafter referred to as the "detached property."

For purposes of taxation, property taxes payable on the detached property shall continue to be paid to the City in the year in which the detachment becomes effective. If the detachment becomes effective on or before August 1st of a levy year, Bemidji Township may levy on the detached property beginning with the year of detachment. However, if detachment becomes effective after August 1st of a levy year, the City may continue to levy on the detached property for that levy year (i.e., property taxes payable and collected the following year), and Bemidji Township may not levy on the detached property until the following levy year.

In the event of an objection to detachment, City and Bemidji Township representatives agree to meet and cooperate in regards to any required formal response to such objection, and to negotiate any allocation of responsibility and/or cost necessary to resolve a contested detachment proceeding.

C. **Timing:** The QAA shall be annexed in phases as set forth below with the City filing an Annexation Resolution with Minnesota Planning (or its successor agency) at any time after the following:

1. Phase I property shall be annexed after January 1, 2010.
2. Phase II property shall be annexed after January 1, 2015.
3. Phase III property shall be annexed after January 1, 2020.^{iv}

Upon receipt of an annexation Resolution as provided herein, Minnesota Planning may review and comment, but shall within thirty (30) days of receipt of said resolution and copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the terms and conditions of this Joint Resolution. The City and Townships agree that no alteration of the stated boundaries as described in the Joint Resolution is appropriate, that no consideration by the Minnesota Planning is necessary and that all terms and conditions for annexation are provided for in this Joint Resolution. Upon receipt of the Annexation Order, the City shall provide a copy to the Beltrami County Auditor.^v

5. **Annexation Prohibition:** The City will not annex, attempt to annex, or support the annexation of any land lying within or outside the OAA except for those properties owned by the City and except by mutual agreement of the parties herein. It is anticipated that this Joint Resolution will have the full force and effect as is referenced in Minnesota Statute Section § 414.0325, Subd. 6.^{vi}

6. **Taxes:**

A. **Tax Levy Phase – in for property owners:** When property is annexed, the City shall proportionally equalize any difference that may exist between the tax rate of the City and the tax rate of the Township so that the owners of the property annexed will pay an

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increased phase-in tax rate in substantially equal proportions over a period of five (5) years to equality with the tax rate on property already within the City in the same tax classification.^{vii}

B. Taxes to be Distributed to Townships: OAA property annexed to the City shall retain the zoning classification(s) as legislated under the originating Township's zoning ordinance, unless and until reclassified by the City acting through the Greater Bemidji Area Joint Planning and Zoning Board or its successor planning and zoning agency. The City shall complete each phase of annexation prior to August 1st of the year of annexation, thereby enabling the City to levy against the annexed property in the year of annexation. However, in regards to property tax distribution, in the year of annexation each Township shall retain 100% of the property taxes payable in the year of annexation (levied by the Township the previous year) which would have been distributed to the Township but for annexation. In the first year following the year of annexation, the City shall make a cash payment to each Township in an amount equal to 80% of the property taxes levied by the City against the annexed area within that Township in the year of annexation; in the second year, the City shall make a cash payment in an amount equal to 60% of the property taxes levied by the City in the year of annexation; in the third year an amount equal to 40%; and, finally, in the fourth year following the year of annexation, an amount equal to 20% of the property taxes levied by the City in the year of annexation. Property tax redistribution will cease after the fourth calendar year following the year of annexation.^{viii} Payments shall be made twice a year within 30 days of receipt thereof.

TAX SHARING CHART

Year of Annexation	Township Tax Receipt
1 st Year	100% of Township property taxes in the year of annexation
2 nd Year	80% of City property taxes levied in the year of annexation
3 rd Year	60% of City property taxes levied in the year of annexation
4 th Year	40% of City property taxes levied in the year of annexation
5 th Year	20% of City property taxes levied in the year of annexation

7. **Assessments & Capital Improvements:** Any assessments for public improvements benefiting the annexed property which are still due the Townships will be collected by the City under its assessment collection procedure and such payments will be reimbursed to the Townships until said assessments are paid in full. The Township will provide the City such information as is necessary to ensure the recovery of assessments. The City will reimburse the Townships said assessment payments within thirty (30) days of City's receipt of the County's property tax reconciliation distributions. In the event that payment is received prior to the County property tax reconciliation distribution date to the City, the City will reimburse within thirty (30) days. The Townships and City shall share and discuss capital improvement project plans that may impact areas adjacent to or within the OAA and may negotiate the payment for capital improvements, reimbursement and/or sharing of costs.^{ix}

8. **Municipal Services:** Upon Annexation, the City shall provide the annexed properties the same services entitled to similarly situated properties within the jurisdiction of the City. Available city services include, but are not limited to the following:

A. **Law enforcement and Fire protection services:** Law enforcement and fire protection services shall be available to all property owners within the annexed areas under the same terms conditions and policies as are available to all city property owners.

B. **Sewer & Water:** When this Joint Resolution has been fully executed by all parties hereto, any resident within the OAA is eligible to petition the City for extension of Municipal sanitary sewer and/or water utility services, subject, however, to the written manual of "Policies for Public Improvements" adopted by the Bemidji City Council on April 6, 1998, and as revised March 2001, including, specifically, the water and sewer connection or payment deferral policy(ies) set forth therein. The parties hereto understand and agree that sanitary sewer and water utility extension requests are typically subject to project specific adjustments to achieve project feasibility and a more equitable distribution of special assessments. However, in the event there is a proposal to revise the actual written policy manual language pertaining to the connection and/or payment deferral policy, the proposed revision shall be reviewed by the Greater Bemidji Area Joint Planning Board before any formal action to revise the policy manual is considered by the City Council. Proposed revision(s) shall be submitted to the Joint Planning Board a minimum of sixty (60) days prior to any scheduled formal decision by the Council. The Council will seriously consider the recommendations of the Board. The sanitary sewer and water connection and payment deferral policy(ies) shall be uniformly administered within the City and the OAA.

C. **Parks:** The City's Park Department will assume responsibility and authority for public parks located within each phase of annexation immediately upon completion of annexation.^x

D. **Streets & Roads:** In the event that annexation results in a new border of the City abutting one side of a Township road, that road shall be treated as a line road. Thereafter, City and Township representatives shall meet to develop agreements for equitable division of the costs and responsibilities to be born by each for the maintenance of the line road. Line road agreements shall be subject to approval by each affected jurisdiction's governing body.

9. **Joint Planning and Zoning Powers Agreement:** Under a Joint Powers Agreement, initiated by resolution of each participating jurisdiction, the City and Townships shall create the Greater Bemidji Area Joint Planning Board for the purpose of exercising planning, zoning and subdivision controls within the OAA as well as the entire area encompassing the three municipalities. The resolution initiating the joint powers agreement shall be adopted at the same time as this Joint Resolution.^{xi}

10. **Term of Joint Resolution/Amendment:** This Joint Resolution shall be in full force and effect immediately upon the document being fully executed by all parties hereto, and shall terminate upon annexation of Phase III properties in the OAA. The on-going obligations for tax levy phase-in, property tax distribution and assessment reimbursement set forth under Paragraphs 6 and 7 herein, shall survive and remain in full force and effect until those obligations are fully satisfied. The orderly annexation agreement memorialized in this Joint Resolution may be terminated earlier by mutual, written joint resolution of the City and

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Townships. Similarly, this Joint Resolution also may be amended or changed upon mutual, written agreement of all the parties. City and Township representatives agree to meet from time to time and no less than at least once annually, to discuss requested or necessary modifications and amendments to this Joint Resolution. Participation of other townships within the Greater Bemidji Area, may be joined under this Joint Resolution upon mutual written agreement of all the parties.^{xii}

11. **Governing Law:** This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.^{xiii}

12. **Severability:** In the event that any portion of this Joint Resolution is declared null and void or unenforceable by a court of law, the validity of the remaining terms and provisions shall not be affected and the Joint Resolution shall be construed and enforced as if the Joint Resolution did not contain the particular term or provision held to be invalid. The City and Townships agree to implement the procedures under Paragraph 15 to correct any such provision that was stricken.

13. **Responsibility for Costs.** The City and Townships agree to share equally all fees related to the drafting and filing of this document. The City and Townships shall pay their own respective attorney and planner fees and any other costs related to the review of this document.

14. **Entire Agreement:** The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future attachments or exhibits, 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 Townships.

15. **Resolution of Disputes:** If there is a disagreement as to the interpretation or implementation of the Joint Resolution, the City and Townships shall implement the below-outlined dispute resolution procedures in the following sequence:

A. **Negotiation:** Representatives of the City and Townships will meet a minimum of one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

B. **Mediation:** If negotiation is not successful, parties shall participate in a minimum of one (1) mediation session with a mutually agreed upon mediator to resolve the dispute.

C. **Binding Arbitration/Adjudication:** If mediation is not successful, the parties may agree to submit their respective grievances to binding arbitration or may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel the performance as outlined in this Joint Resolution. In addition to the remedies afforded to the parties through law and equity, the

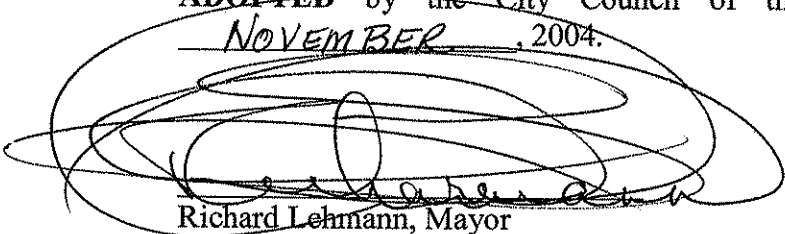
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Court shall have the authority to award reasonable attorney fees, costs and expenses to a party found to be in violation of the terms of this agreement.^{xiv}

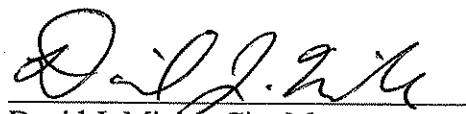
16. **Heading & Captions:** Headings and Captions are for convenience only and are not intended to alter any of the provisions of this joint resolution for orderly annexation.

CITY OF BEMIDJI, MINNESOTA

~~ADOPTED~~ by the City Council of the City of Bemidji this 1st day of NOVEMBER, 2004.



Richard Lehmann, Mayor



David J. Minke, City Manager

ATTEST:



Shirley Sherman, City Clerk

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BEMIDJI TOWNSHIP, MINNESOTA

ADOPTED by the Township Board of Supervisors for the Township of Bemidji this 8th
day of November, 2004.

Absent
Ken Howe, Town Chairperson

Becky Livermore
Becky Livermore, Town Supervisor

Absent
Lowell Vagel, Town Supervisor

John Rowles
John Rowles, Town Supervisor

Mark Paulson
Mark Paulson, Town Supervisor

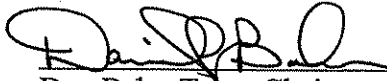
ATTEST:

Lance Paulson
Lance Paulson, Town Clerk

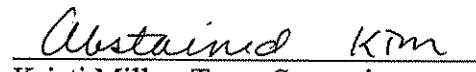
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NORTHERN TOWNSHIP, MINNESOTA

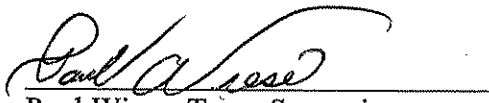
ADOPTED by the Township Board of Supervisors for the Township of Northern this 8th
day of November, 2004.


Dan Bahr, Town Chairperson


Dale Hoosier, Town Supervisor


Kristi Miller, Town Supervisor


Nathan Ringgenberg, Town Supervisor


Paul Wiese, Town Supervisor

ATTEST:


Mary Isaelson, Town Clerk

EXHIBIT A - LEGAL DESCRIPTIONS
Northern Township
Annexation Parcels

5 year - Phase 1

1. South one-half (S 1/2) of Section 33, Township 147N, Range 33W, less previously annexed tracts.

10 year - Phase 2

1. Section 28, Township 147N, Range 33W, less North one-half of the Northwest Quarter (N 1/2 of NW 1/4), and less Government Lot 1.
2. North one-half (N 1/2) of Section 33, Township 147N, Range 33W, less previous annexed tracts.

15 year - Phase 3

1. That part of South one-half (S 1/2) of Section 20, Township 147N, Range 33W, lying southeasterly of US Trunk Highway 71.
2. South one-half (S 1/2) of Section 21, Township 147N, Range 33W.
3. North one-half of the Northwest Quarter (N 1/2 of NW 1/4), and Government Lot 1, all in Section 28, Township 147N, Range 33W.
4. Section 29, Township 147N, Range 33W.
5. East one-half (E 1/2) of Section 30, Township 147N, Range 33W.
6. North one-half (N 1/2) of Section 32, Township 147N, Range 33W, less previously annexed tracts.

EXHIBIT A – LEGAL DESCRIPTIONS CONTINUED
Bemidji Township
Annexation Parcels

5 year - Phase 1

1. Southeast Quarter (SE 1/4), Section 7, Township 146N, Range 33W, less previously annexed tracts.
2. Southwest Quarter (SW 1/4), Section 14, Township 146N, Range 33W.
3. Northeast Quarter (NE 1/4), Section 18, Township 146N, Range 33W, less previously annexed tracts.
4. That part of the Southeast Quarter (SE 1/4), Section 18, Township 146N, Range 33W, lying northeasterly of Trunk Highway 2 and 71.
5. That part of Section 20, Township 146N, Range 33W, lying northeasterly of US Trunk Highway 2 and 71.
6. Northwest Quarter (NW 1/4), Section 21, Township 146N, Range 33W.
7. North one-half of the North one-half of the Southwest Quarter (N 1/2 of N 1/2 of SW 1/4), Section 21, Township 146N, Range 33W, less previously annexed tracts.
8. South one-half of the Northeast Quarter (S 1/2 of NE 1/4), Section 22, Township 146N, Range 33W.
9. That part of the Southeast Quarter (SE 1/4), Section 22, Township 146N, Range 33W, lying northeasterly of the BNSF Railroad right-of-way.
10. That part of the Northeast Quarter (NE 1/4), Section 27, Township 146N, Range 33W, lying northeasterly of the abandoned former M&I Railroad right-of-way.

10 year - Phase 2

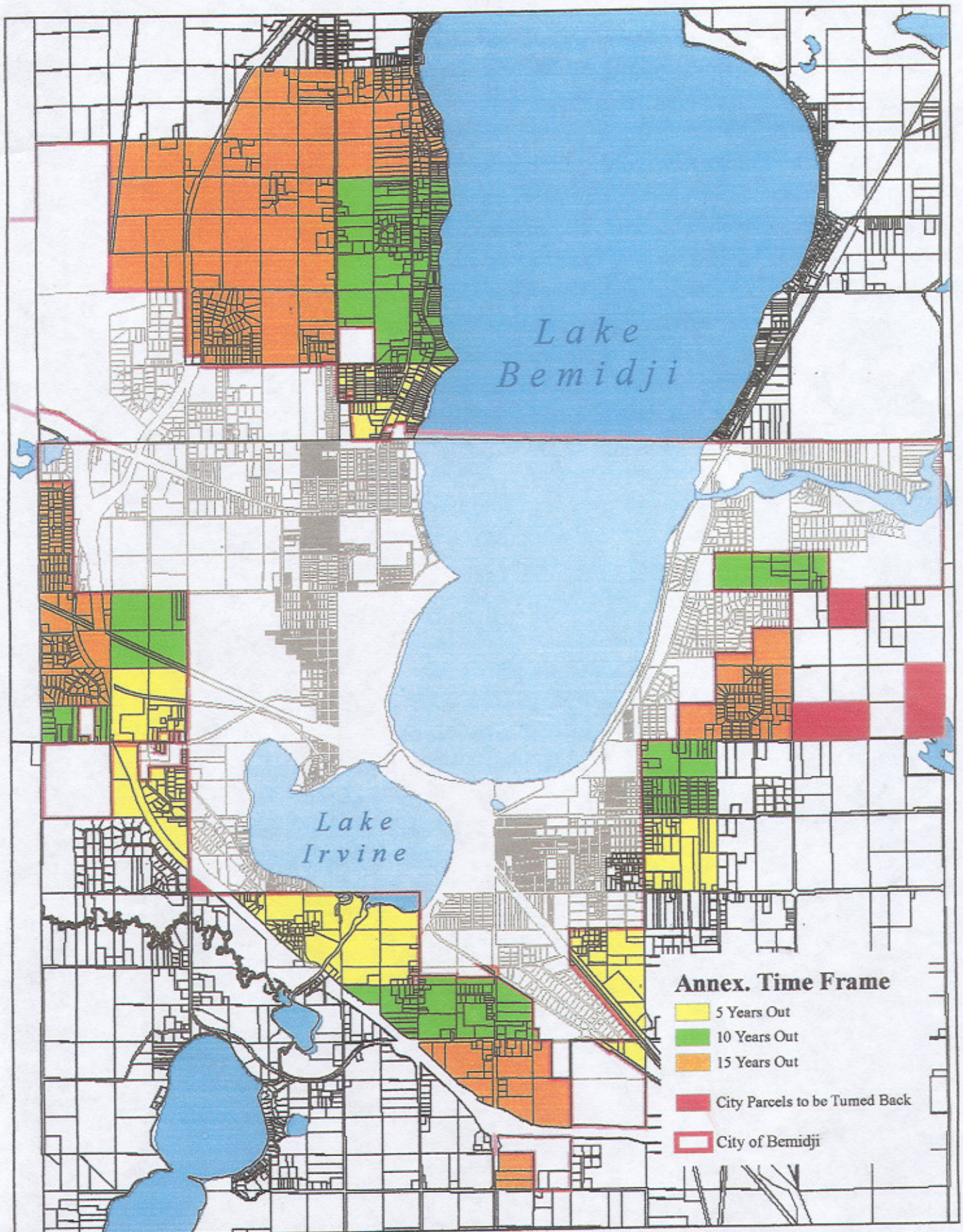
1. Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4), Section 1, Township 146N, Range 33W.
2. South one-half of the Southeast Quarter (S 1/2 of SE 1/4), Section 2, Township 146N, Range 33W.
3. Northeast Quarter (NE 1/4), Section 7, Township 146N, Range 33W.
4. South one-half of the Southwest Quarter (S 1/2 of SW 1/4), Section 7, Township 146N, Range 33W, less previously annexed tracts.
5. Northwest Quarter (NW 1/4), Section 14, Township 146N, Range 33W.
6. Southeast Quarter (SE 1/4), Section 21, Township 146N, Range 33W, less previously annexed tracts.
7. That part of the South one-half of the North one-half of the Southwest Quarter (S 1/2 of N 1/2 of SW 1/4), and the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4), all in Section 21, Township 146N, Range 33W, lying northeasterly of Trunk Highway 2 and 71 bypass.
8. Southwest Quarter (SW 1/4), Section 22, Township 146N, Range 33W, less previously annexed tracts.

15 year - Phase 3

1. Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4), and the West one-half of the Southwest Quarter (W 1/2 of SW 1/4), all in Section 6, Township 146N, Range 33W.
2. Northwest Quarter (NW 1/4), and North one-half of the Southwest Quarter (N 1/2 of SW 1/4), all in Section 7, Township 146N, Range 33W.
3. Section 11, Township 146N, Range 33W, less previously annexed tracts.
4. West one-half (W 1/2) of Section 27, Township 146N, Range 33W, less previously annexed tracts.
5. That part of the Northeast Quarter (NE 1/4), Section 28, Township 146N, Range 33W, lying northeasterly of Trunk Highway 2 and 71.

EXHIBIT C
Properties Proposed for Detachment
Bemidji Township

1. East one-half of the Southeast Quarter (E 1/2 of SE 1/4), Section 12, T146N, R33W.
2. South one-half of the Southwest Quarter (S 1/2 of SW 1/4), Section 12, T146N, R33W.
3. Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), Section 12, T146N, R33W.
4. That part of the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4), Section 17, T146N, R33W, lying southwesterly of Trunk Highway 2 and 71.



JOINT POWERS AGREEMENT FOR THE PROVISION OF PLANNING AND ZONING SERVICES



THIS JOINT POWERS AGREEMENT made and entered into by and between the City of Bemidji, a Municipal Corporation under the laws of the State of Minnesota, hereinafter referred to as the "City", and the Townships of Northern Township and Bemidji Township, Municipal Corporations under the laws of the State of Minnesota, hereinafter referred to as the "Townships", pursuant to the authority conferred upon the parties by Minnesota Statutes Chapters 471, 462, 414, and 366, and by the mutual consideration given by the parties through their Joint Resolution for Orderly Annexation. The purpose of this Joint Powers Agreement is to promote efficient and effective delivery of planning, zoning and subdivision services to residents in the participating jurisdictions.ⁱ

WITNESSETH:

WHEREAS, pursuant to its Home Rule Charter and Minnesota Statutes, Chapters 103F and 462, the City of Bemidji exercises municipal planning, zoning and subdivision regulatory authority within the City, including regulation of shoreland use and development within the City; and

WHEREAS, pursuant to Minnesota Statutes, Chapters 366, 368 and 462, Bemidji and Northern Townships (hereinafter the "Townships") similarly exercise planning, zoning and subdivision regulatory authority within the Townships, and have the ability to administer shoreland regulations therein; and

WHEREAS, the City and Townships recognize the value in developing one plan and one set of zoning and subdivision ordinances encompassing all three jurisdictions; and that joint planning and zoning is the most logical strategy for providing planning, zoning and subdivision controls services to City and Township residents.

WHEREAS, this Joint Powers Agreement is contingent upon the simultaneous passage of a Joint Resolution for Orderly Annexation between the City and the Townships; and

WHEREAS, The Joint Resolution for Orderly Annexation, which is attached hereto and incorporated within this resolution by reference, is intended to ensure that all three municipalities remain viable and thriving through comprehensive and cooperative planning for growth and development; andⁱⁱ

NOW THEREFORE, pursuant to the authority granted by Minnesota Statutes Chapter 462 and 471, and in consideration of the mutual covenants contained herein, the parties agree as follows:

I. Authorization; Effective Date.

The City and Townships each hereby certify that authority to enter into this Agreement has been established by a duly passed resolution of the Bemidji City Council, Northern Town Board and Bemidji Town Board. This Agreement shall become effective upon the signature of the authorized representatives of the parties, and shall continue in force until such time as it is terminated or modified as provided herein.

II. General Purpose.

Under the enabling provisions of Minnesota law, the City and Townships have conducted planning and zoning activities in their respective jurisdictions. Growth in the greater Bemidji area has required these activities to help preserve the quality of life of the area's residents.

All jurisdictions acknowledge the need for the entire community to adopt a common vision, and to conduct growth management activities under common regulations. It is the intent of this effort to bring about this common vision and regulations.

III. Joint Powers Board.

There is hereby created the Greater Bemidji Area Joint Planning Board. It shall be composed of eight (8) members, four (4) of those members shall be appointed by the City Council. Two (2) of those members shall be appointed by the Northern Town Board. Two (2) of those members shall be appointed by the Bemidji Town Board. All appointments shall be made within thirty (30) days of the execution of this Agreement. The Greater Bemidji Area Joint Planning Board members shall all be elected officials from the City Council and Townships' Boardsⁱⁱⁱ in each jurisdiction that is a party to this agreement.

The City Council and Township appointees shall be named by the respective governing bodies. The re-appointments, either at the time of expiration of term or resignation, shall be the responsibility of each governing body as indicated by the original appointments. Both original and successive appointees shall serve until their successors are appointed and qualified.

Board members shall serve without compensation from the Board. This shall not prevent a participating jurisdiction from providing compensation to its own Board members for serving on the Board.

The Chair and Vice Chair shall be selected by the Greater Bemidji Area Joint Planning Board.

The Board shall meet at least quarterly at such times and at such places as the Board shall designate by resolution or bylaw. Special meetings shall be held from time to time upon the call of the Chairperson, or any two other members of the Board. The Board shall keep minutes of all proceedings. A seventy-five percent (75%) majority of all the Board members shall constitute a quorum. A simple majority vote of the Board members present at a meeting with a valid quorum shall be required for the Board to take action, unless otherwise provided in this Agreement or by law.

Each member of the Greater Bemidji Area Joint Planning Board shall have one vote.

IV. Powers of the Board.

The Greater Bemidji Area Joint Planning Board may exercise on behalf of the Townships and City all the powers of each in accordance with requirements applicable to cities and townships. The powers of the Board include, but are not limited to, the following:

- a. The preparation of plans and ordinances that address growth and development in the area covered by this agreement.
- b. The appointment of a Planning Commission (requirement may be by ordinance).
- c. The appointment of a Board of Adjustment with equal township and City representation.
- d. The creation of bylaws that govern the operations and procedures of the Board, Planning Commission and Board of Adjustment.
- e. To recommend joint efforts for capital improvements in the area upon mutual agreement.
- f. The authority to direct the assistance of City and Township personnel in the exercise of the board's duties and responsibilities under this agreement.
- g. Upon the Greater Bemidji Area Joint Planning Board's adoption of a comprehensive plan and comprehensive land use controls, they shall also serve as the "governing body" for purposes of Minnesota Statutes Sections 462.357 and 358, et. al.
- h. Other powers that are necessary to fulfill the purpose of the Board.

V. Planning Commission

The Planning Commission shall consist of 12 members.

- a. Six (6) of the members shall be appointed from names recommended by the City Council, three (3) of those members shall be appointed from names recommended by the Northern Town Board, and three (3) of those members shall be appointed from names recommended by the Bemidji Town Board.
- b. No member shall be an employee of any of the jurisdictions that are a party to this agreement.

VI. Initial Charge to the Board.

The Board shall:

- a. Develop a comprehensive land use and transportation plan for entire area
- b. Develop a comprehensive zoning ordinance, including Shoreland Regulations, for the entire geographic area.
- c. Develop a comprehensive subdivision ordinance, including Parkland Dedication and Tree Preservation Regulations, for the entire geographic area.
- d. Identify in the Land Use Plan priority areas for sewer and water extensions.
- e. Complete drafts of the Plan, Zoning Ordinance and Subdivision Ordinance within 18 months of the creation of this Board.
- f. Include extensive mechanisms for public involvement in the planning process
- g. Take into consideration the concerns, issues and desires of each jurisdiction's governing body in the planning process

VII. Initial Plan Approval.

The approval of the first plan, zoning and subdivision ordinances draft by the Greater Bemidji Area Joint Planning Board shall occur only after they have been approved by the governing boards of each of the jurisdictions that are a party to this Joint Powers Agreement. Approval of subsequent amendments to the plan shall also occur only after they are approved by the governing board of each jurisdiction.

VIII. Land Use Control: Land Use Controls (Ordinances) shall be approved and implemented no later than twenty-one (21) months of the approval of this agreement. In the event parties fail to implement land use controls within the twenty-one (21) month deadline, the parties shall hire a planning and zoning consultant to complete the process and the parties shall share equally in the costs for the completion of the ordinance document. It is understood that all parties shall have the right to participate in this process.

Until such time that comprehensive land use controls (ordinances) are approved and implemented for the geographic area governed by this joint powers agreement, in the interim each participating jurisdiction shall be responsible for continued administration of existing planning, zoning and land use regulatory activities within that jurisdiction.

IX. Reports.

The Board as soon as possible after the end of each fiscal year, but no later than February 15th of each year, shall prepare and present to the City Council and Township Boards a comprehensive annual report of its activities and finances. The

Board shall also prepare and present to federal and state officials such reports and audits as may be required by law, regulation, or contract.

X. Annual Budget.

For at least the first year of Board operation, each jurisdiction will be responsible for payments out of their budgets for their own staff costs, as well as any per diem and other expenditures for those staff, as well as Planning Commission and Board of Adjustment members appointed by that jurisdiction.

In subsequent years, the Board shall each year prior to August 1, and in coordination with the governing bodies that are a party to this agreement, prepare an operations budget that estimates funding required by the Board to conduct its business over the next fiscal year. This budget could include, but is not limited to: per diem and mileage payments to Planning Commission and Board of Adjustment members, and other miscellaneous expenses.

The Greater Bemidji Area Joint Planning Board, and its Planning Commission and Board of Adjustment shall be provided staff support by City and Township staff unless another agreement is reached between the three jurisdictions that are a party to the Joint Powers Agreement.

XI. Finances.

During its first year of operation, the Greater Bemidji Area Joint Planning Board shall determine whether it needs to create its own financial policies, and, if it decides in the affirmative, what those policies shall be and said policies shall be approved by the respective governing boards.

XII. Duration, Amendment & Termination

This Agreement shall be for a term of fifteen (15) years, coinciding with the term and duration of the Joint Resolution for Orderly Annexation between the parties, unless terminated earlier by mutual written agreement of the City and Townships. The Agreement shall automatically renew and be extended for an additional, fifteen (15) year term, unless at least one (1) year prior to January 1, 2020, written notice to terminate or extend for a lesser definite term is served by any party hereto upon the other parties to this Agreement. During the renewal or extended term, all the same terms and conditions of this Agreement shall remain in effect unless modified by supplemental written agreement of the parties.

This Joint Agreement also may be amended or changed at any time by all the parties in writing in the same manner in which this Joint Agreement was adopted. Other townships may be added to this Joint Agreement upon mutual written agreement of the parties.

Notwithstanding termination, powers of the Greater Bemidji Area Joint Planning Board under this Agreement shall continue to the extent necessary to:

- A. Continue operation of a Greater Bemidji Area Joint Planning Board until an alternate planning/zoning responsibilities can be arranged;
- B. The Board can settle and wrap up its affairs, including discharge of any debt or liability associated with the operations pursuant to this Agreement; and
- C. the disposition and distribution of capital improvements, records and of all property contributed to or otherwise acquired for activities pursuant to this Joint Agreement.

Upon termination, no property shall be disposed of until payment or performance of all obligations arising out this Agreement is complete. All property, real and personal, held by the Greater Bemidji Area Joint Planning Board at the time of termination shall be distributed in proportion to the total contributions by the City and Townships over the entire duration of this Joint Agreement, or as the parties may otherwise agree.

XIII. Insurance and Indemnification.

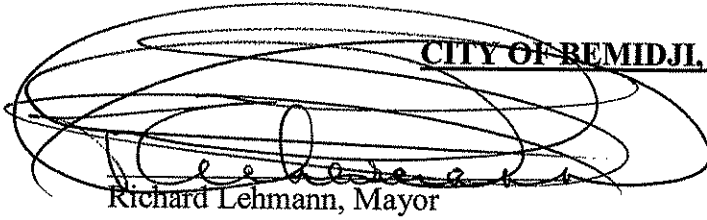
The City and Townships shall cause the Greater Bemidji Area Joint Planning Board to obtain such insurance or equivalent coverage through a governmental self-insurance pool as the entities jointly deem necessary for the protection of the Board, the City and Townships. The City and Townships each agree to save and protect, hold harmless, defend and indemnify the other for any and all claims, causes of action and damages of any nature whatsoever arising from, allegedly arising from or related to the actions and activities pursuant to this Agreement. The Agreement to mutually indemnify and hold harmless does not constitute a waiver by either party of limitations on Tort Liability provided by Minnesota Law (Chapter 466).

REC'D BY
MMB

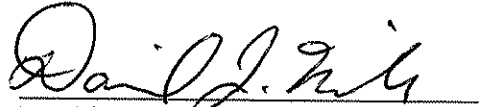
JAN 24 2005

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authority of the respective governing bodies.

CITY OF REMIDJI, MINNESOTA



Richard Lehmann, Mayor



David J. Minke, City Manager

ATTEST:



Shirley Sherman, City Clerk

REC'D BY
MME

JAN 24 2005

BEMIDJI TOWNSHIP, MINNESOTA

Absent

Ken Howe, Town Chairperson

John Rowles

John Rowles, Town Supervisor

Becky Livernore

Becky Livernore, Town Supervisor

Mark Paulson

Mark Paulson, Town Supervisor

Absent

Lowell Vagel, Town Supervisor

ATTEST:

Lance Paulson

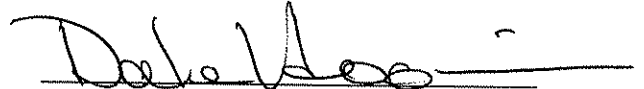
Lance Paulson, Town Clerk

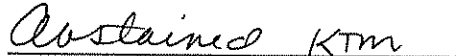
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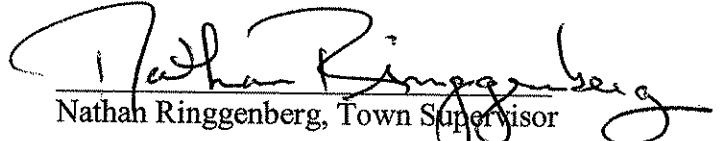
JAN 24 2005

NORTHERN TOWNSHIP, MINNESOTA


Dan Bahr, Town Chairperson


Dale Hoosier, Town Supervisor


Kristi Miller, Town Supervisor


Nathan Ringgenberg, Town Supervisor


Paul Wiese, Town Supervisor

ATTEST:


Mary Israelson, Town Clerk

**BEMIDJI TOWNSHIP RESOLUTION NO. 2010-7
NORTHERN TOWNSHIP RESOLUTION NO. 2010-8
CITY OF BEMIDJI RESOLUTION NO. 5655**

**A JOINT RESOLUTION AMENDING THE ORDERLY ANNEXATION
AGREEMENT (OA-1117) ENTERED INTO BY THE COMMUNITIES IN 2004**

WHEREAS, Bemidji Township, Northern Township, and the City of Bemidji (collectively the "Parties") entered into an orderly annexation agreement by joint resolution (Bemidji Township Resolution No. 04-29; Northern Township Resolution No. 04-04; City of Bemidji Resolution No. 5185) adopted in 2004 and filed in the Municipal Boundary Adjustments Unit of the Office of Administrative Hearings in February 2005 as document number OA-1117 (the "Orderly Annexation Agreement");

WHEREAS, the Parties have recognized a need to amend the Orderly Annexation Agreement in order to accommodate a sanitary sewer and water extension project that occurred in a portion of the designated area and the related special assessments being imposed as part of that project, to clarify the equalization of property tax rates on annexed properties, and adjust the property tax reimbursement payments to the Townships; and

WHEREAS, the Parties agree the following amendments are consistent with the original intent of the Orderly Annexation Agreement, they further the cooperative working relationship that has continued to develop among the Parties, and are in the best interests of the communities involved.

NOW, THEREFORE, BE IT RESOLVED, the Parties hereby amend the Orderly Annexation Agreement as follows:

Article I. Amending Section 4. Section 4, Paragraph C of Orderly Annexation Agreement is amended by adding the underlined language and deleting the ~~stricken~~ language as follows:

- C. **Timing:** The OAA shall be annexed in phases as set forth below with the City filing an Annexation Resolution with Minnesota Planning (or its successor agency) at any time after the following:

- 1 Phase I property shall be ~~annexed~~ eligible for annexation after January 1, 2010 ~~2012~~. Phase I property shall become eligible for annexation prior to that date if Northern Township files written notice with the City, which the Township shall not unreasonably withhold, informing it that the Township's process to impose special assessments for the extension of water and sanitary sewer services to certain properties within Phase I is completed and all applicable appeal periods have expired.

2. Phase II property shall be ~~annexed~~ eligible for annexation after January 1, 2015.
3. Phase III property shall be ~~annexed~~ eligible for annexation after January 1, 2020.

Upon receipt of an annexation Resolution as provided herein, Minnesota Planning may review and comment, but shall within thirty (30) days of receipt of said resolution and copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the forms and conditions of this Joint Resolution. The City and Townships agree that no alteration of the stated boundaries as described in the Joint Resolution is appropriate, that no consideration by the Minnesota Planning is necessary and that all terms and conditions for annexation are provided for in this Joint Resolution. Upon receipt of the Annexation Order, the City shall provide a copy to the Beltrami County Auditor.

Article II. Amending Section 6. Section 6 of Orderly Annexation Agreement is amended by adding the underlined language and deleting the ~~stricken~~ language as follows:

6. Taxes:

- A. **Tax Levy Phase-in for property owners:** When property is annexed, the City shall proportionally equalize any difference that may exist between the tax rate of the City and the tax rate of the Township so that the owners of the property annexed will pay an increased phase-in tax rate in substantially equal proportions over a period of four (4) years for Phase I property and five (5) years for Phase II & III property to equality with the tax rate on property already within the City in the same tax classification. The equalization of tax rates shall begin in the first year the City levies property taxes on the annexed property and the proportionate increase in that first year shall be on top of the last tax rate imposed on the property by the Township. The City shall continue to apply the proportionate tax rate increase, with any adjustments as may be needed, so that the tax rate on properties annexed within Phase I are the same as the City's then current tax rate in the fifth (5th) year after the City begins levying property taxes on that property and the tax rate on properties annexed within Phase II & Phase III are the same as the City's then current tax rate in the sixth (6th) year after the City begins levying property taxes on that property.
- B. **Taxes to be Distributed to Townships:** OAA property annexed to the City shall retain the zoning classification(s) as legislated under the originating Township's zoning ordinance, unless and until reclassified by the City acting through the Greater Bemidji Area Joint Planning and Zoning Board or its successor planning and zoning agency. The City shall complete each phase of annexation prior to August 1st of the year of annexation, thereby enabling the City to levy against the annexed property in the year of annexation. However, in

regards to property tax distribution, in the year of annexation each Township shall retain 100% of the property taxes payable in the year of annexation (levied by the Township the previous year) which would have been distributed to the Township but for annexation. In the first year following the year of annexation, the City shall receive 100% of the property taxes payable in that year (levied by the City in the previous year) and shall then make a cash payment to each Township in an amount equal to 80% a percentage of the property taxes levied by the City against the annexed area within that Township in the year of annexation and for a period of years thereafter; ~~in the second year, the City shall make a cash payment in an amount equal to 60% of the property taxes levied by the City in the year of annexation; in the third year an amount equal to 40%; and, finally, in the fourth year following the year of annexation, an amount equal to 20% of the property taxes levied by the City in the year of annexation. The percentage of property taxes levied on annexed property to be paid by the City to the Townships, and the period of years over which those payments are required to be made, shall be as established in the charts below. Property tax redistribution will cease after the fourth calendar year following the year of annexation.~~ Payments shall be made twice a year within 30 days of receipt thereof.

TAX SHARING CHART FOR PHASE I PROPERTY

<u>Year of Annexation</u>	<u>Township Tax Receipt</u>
<u>1st Year</u>	<u>100% of Township property taxes in the year of annexation</u>
<u>2nd Year</u>	<u>75 % of City property taxes levied in the year of annexation</u>
<u>3rd Year</u>	<u>50% of City property taxes levied in the year of annexation</u>
<u>4th Year</u>	<u>25% of City property taxes levied in the year of annexation</u>
<u>5th Year and thereafter</u>	<u>0% of City property taxes levied in the year of annexation</u>

TAX SHARING CHART FOR PHASE II & PHASE III PROPERTY

<u>Year of Annexation</u>	<u>Township Tax Receipt</u>
<u>1st Year</u>	<u>100% of Township property taxes in the year of annexation</u>
<u>2nd Year</u>	<u>80% of City property taxes levied in the year of annexation</u>
<u>3rd Year</u>	<u>60% of City property taxes levied in the year of annexation</u>
<u>4th Year</u>	<u>40% of City property taxes levied in the year of annexation</u>
<u>5th Year</u>	<u>20% of City property taxes levied in the year of annexation</u>
<u>6th Year and thereafter</u>	<u>0% of City property taxes levied in the year of annexation</u>

Article III. Intent. No annexations have occurred pursuant to the Orderly Annexation Agreement and the Parties intend these amendments to be incorporated into the agreement as if they were part of its original language. No other changes are intended to the language or effect of the Orderly Annexation Agreement.

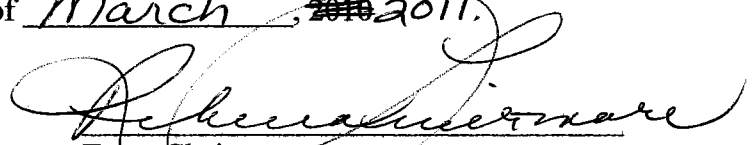
Article IV. Effective Date. These amendments shall be effectively immediately upon its receipt

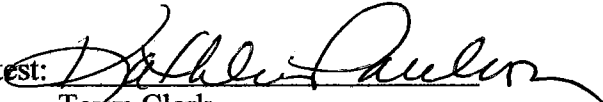
and acceptance by the Office of Administrative Hearings.

BE IT FINALLY RESOLVED, the staff of the Greater Bemidji Area Joint Planning Board is hereby authorized and directed to file this Resolution with the Municipal Boundary Adjustment Unit and to take such other steps as may be necessary to complete these amendments to the Orderly Annexation Agreement.

BEMIDJI TOWNSHIP

Adopted by the Town Board on this 16th day of March, ~~2010~~ 2011.


Town Chairperson

Attest: 
Town Clerk

NORTHERN TOWNSHIP

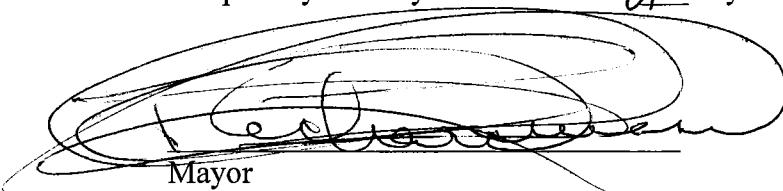
Adopted by the Town Board on this 13th day of December, 2010.

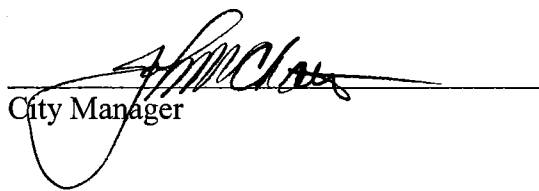
Ronald Hargeness
Town Chairperson

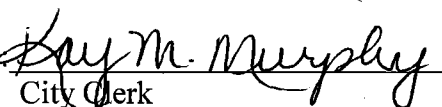
Attest: Mary Israelson
Town Clerk

CITY OF BEMIDJI

Adopted by the City Council on this 21st day of December, 2010.


Mayor


City Manager

Attest: 

City Clerk

**BEMIDJI TOWNSHIP
NORTHERN TOWNSHIP
CITY OF BEMIDJI**

**A JOINT RESOLUTION AMENDING THE ORDERLY ANNEXATION
AGREEMENT (OA-1117) TO EXCLUDE BEMIDJI TOWNSHIP**

WHEREAS, Bemidji Township, Northern Township, and the City of Bemidji (collectively the "Parties") entered into an orderly annexation agreement by joint resolution (Bemidji Township Resolution No. 04-29; Northern Township Resolution No. 04-04; City of Bemidji Resolution No. 5185) adopted in 2004 and filed in the Municipal Boundary Adjustments Unit of the Office of Administrative Hearings in February 2005 as document number OA-1117 and was subsequently amended on April 15, 2010, (the "Orderly Annexation Agreement" or "Agreement"); and

WHEREAS, Bemidji Township and the City of Bemidji entered into a settlement agreement to resolve a dispute concerning the Orderly Annexation Agreement by which they agreed to the withdrawal of Bemidji Township from the Orderly Annexation Agreement; and Northern Township subsequently consented to the withdrawal;

WHEREAS, the settlement agreement also provided for an opportunity to owners of land previously annexed into the City pursuant to the Agreement to request detachment back into Bemidji Township, but that process was to be accomplished pursuant to Minn. Stat. § 414.06 and separately from this amendment, and, as of January 30, 2014, such detachment has occurred; and

WHEREAS, the Parties agree to amend the Orderly Annexation Agreement to remove all references to Bemidji Township and to hereafter have the terms of the Orderly Annexation Agreement apply only to Northern Township and the City of Bemidji.

NOW, THEREFORE, BE IT RESOLVED, the Parties hereby amend the Orderly Annexation Agreement as follows:

1. Bemidji Township is hereby removed from the Orderly Annexation Agreement and the Agreement shall continue as between Northern Township and the City of Bemidji.
2. All references to Bemidji Township are hereby removed, all references to "Townships" are replaced with "Township", and all references to three communities are replaced with references to two communities.
3. The Legal Descriptions attached to the Orderly Annexation Agreement as Exhibit A are hereby amended to remove the descriptions of all property in Bemidji Township that were not annexed into the City prior to this Resolution.
4. The Boundary Map attached to the Orderly Annexation Agreement as Exhibit B is hereby amended to remove any designated area within Bemidji Township that was not annexed into

the City prior to this Resolution.

5. These amendments shall be effective immediately upon their receipt and acceptance by the Office of Administrative Hearings.
6. The staff of the Greater Bemidji Area Joint Planning Board is hereby authorized and directed to file this Resolution with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings and to take such other steps as may be necessary to complete these amendments to the Orderly Annexation Agreement.

CITY OF BEMIDJI

Adopted by the City Council on the 17th day of April, 2017 as Resolution No. 6073

FOR THE CITY OF BEMIDJI



Rita C. Albrecht, Mayor



Nathan Mathews, City Manager

ATTEST:



Teresa K. Hanson, Deputy City Clerk

NORTHERN TOWNSHIP

Adopted by the Town Board on the 13 day of April, 2017 as Resolution No.
_____.

FOR NORTHERN TOWNSHIP

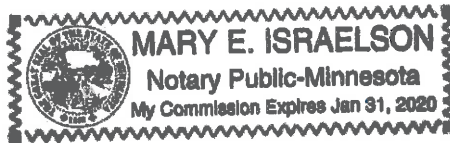
Micheal Kelly

Micheal Kelly, Town Chairperson

ATTEST:

Mary Israelson

Mary Israelson, Town Clerk



BEMIDJI TOWNSHIP

Adopted by the Town Board on the 25 day of April, 2017 as Resolution No. 2017-2.

FOR BEMIDJI TOWNSHIP



Brian Merschman, Town Chairperson

ATTEST:



Johanna Newland, Town Clerk