

BELTRAMI COUNTY ORDINANCE

NO. 9 AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF
AN AGREEMENT BETWEEN THE CITY OF BEMIDJI AND THE COUNTY
OF BELTRAMI, MINNESOTA FOR THE JOINT OPERATION OF AN
AIRPORT

Dated: October 28, 1980
Effective: October 28, 1980
Recorded: November 20, 1986
 MF#264632

Dated: October 28, 1980
Effective: October 28, 1980
Recorded: December 10, 1986
 MF#264764

Amended: May 8, 1990
Recorded: March 20, 1991
 MF#325265

Commissioner Milowski offered the following resolution and moved its adoption:

BELTRAMI COUNTY
ORDINANCE NO. 9

CITY OF BEMIDJI
ORDINANCE NO. 612

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF BEMIDJI AND THE COUNTY OF BELTRAMI, MINNESOTA FOR THE JOINT OPERATION OF AN AIRPORT BY SAID CITY AND COUNTY AND SETTING FORTH THE TERMS OF SUCH AN AGREEMENT, PURSUANT TO M.S.A. 360.042.

The County Board of Beltrami County and the City Council of Bemidji do hereby ordain:

SECTION 1. THE AGREEMENT

The Mayor and City Manager of the City of Bemidji and the Chairman of the Board and the Executive Secretary of Beltrami County are authorized and directed to execute the following agreement between the City of Bemidji and Beltrami County:

WHEREAS, the City of Bemidji, hereinafter referred to as the City, and the County of Beltrami, Minnesota, hereinafter referred to as the County, have had under discussion, through their legislative bodies, the establishment of a joint City-County Airport,

AND WHEREAS, such joint arrangement seems the most desirable plan for furnishing airport service to the City and the County,

AND WHEREAS, such a plan is authorized by M.S.A. 360.042,

NOW, THEREFORE, it is mutually agreed as follows:

SUBDIVISION 1. GENERAL PROVISIONS. The County and the City agree each with the other to participate as hereinafter provided in the maintenance and operation of the Bemidji Municipal Airport which from the date of the adoption of this ordinance shall be known as the Bemidji-Beltrami County Airport.

SUBDIVISION 2. CONTRIBUTION TO CAPITAL COSTS. The City and County, subject to qualifications hereinafter set out, shall contribute equally to the capital costs of further construction, improvement and development of the airport site and

Such budget shall be submitted not later than August 1 to the City Council and the County Board. The final decisions of the City Council and County Board shall be reported back to the Commission. The City and the County each shall pay 50 per cent of the total annual budget into the airport fund. In the event the county levies for its share of contributions, real estate located within the city limits of the City of Bemidji shall be excluded. If either the City Council or County Board fixes its contribution at less than the amount requested by the Commission, the contribution of the other shall be decreased proportionately unless the latter shall decide to pay a larger portion of the total contribution than is required by this agreement. The expenditure allowances as finally adjusted and approved by the Commission shall control the year's spending program except that excess revenues received may be expended upon the approval of three members of the Commission. The Commission itself shall not levy taxes or borrow money; and it shall not approve any claims or incur any obligations for expenditure unless there is unencumbered cash in the appropriate airport fund to the credit of the Commission with which to pay the same. Any surplus in revenues over the cost of maintenance and operating expenses of the properties and activities herein before described under this agreement may be transferred by the Commission to the City and the County in the same proportion as they are required to be contributed by the respective bodies.

SUBDIVISION 8. FINANCES. For the purpose of financing the necessary expenditures to carry out the provisions of this agreement, there is hereby created in the City accounts and treasury, an Airport Fund. All receipts belonging to the Commission shall be deposited intact in a bank account to the credit of the Airport Fund and no disbursements shall be made from this bank account except by check nor unless a verified claim for services and/or commodities actually rendered or delivered has been submitted to and approved for payment.

The Airport Manager shall have authority to approve budgeted expenditures of up to \$1,000. Expenditures in excess of \$1,000.00 must be approved by the Commission and made in accordance with the Uniform Municipal Contracting Law, M.S. 471.345.

Any employee of the Commission who handles cash in the process of collection shall furnish a surety bond in such amount as is determined by the Commission.

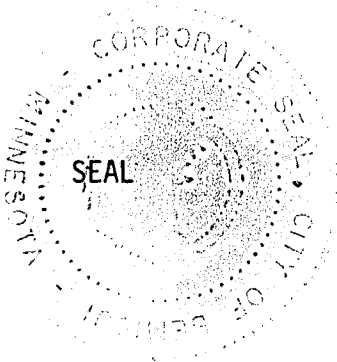
SUBDIVISION 9. REPORTS. The Commission as soon as possible after the end of each fiscal year shall prepare and present to City Council and County Board a comprehensive annual report of its activities and finances. The Commission shall also prepare and present to federal and state officials such reports as may be required by law, regulation, or contract.

SUBDIVISION 10. TERMINATION. This agreement shall be in full force and effect for the term of five (5) years from the date hereof and thereafter for like periods of five (5) years until terminated by written notice from either party to the other party at least 365 days prior to the expiration of any such period or by mutual consent. Notwithstanding termination, powers of the Commission under this agreement shall continue to the extent necessary to maintain and operate the airport until disposition under Subdivision 11 of the property acquired under this agreement.

SUBDIVISION 11. DISPOSITION OF PROPERTY UPON TERMINATION. As soon as practicable after termination of this agreement, City Council and County Board shall dispose of all property acquired under the agreement upon. If no agreement as to disposition is reached within three (3) months after termination, City Council shall, within thirty (30) days thereafter, appoint some person, who may be a City official, as its representative; county shall similarly appoint a representative; and the Minnesota Commissioner of Aeronautics shall appoint a third person, who shall together constitute an advisory board on disposition of the airport property. This board shall as soon as possible prepare and recommend to City Council and County Board a complete plan for the disposition of all property acquired under this agreement, and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this agreement each party shall provide for the payment of principal and interest on its outstanding bonds issued as a result of this agreement, and in absence of another arrangement mutually agreed upon, each party shall assume the payment of debts and liabilities incurred by the commission in the same proportion as it is required to contribute to the current joint airport fund under

SUBDIVISION 14. CONCLUSION. IN WITNESS WHEREOF, the City of Bemidji has caused this agreement to be signed in its corporate name by its Mayor and City Manager and sealed with the Corporate Seal of the city; and the County of Beltrami has caused this agreement to be signed in its corporate name by the Chairman of the Board of County Commissioners and the County Executive Secretary and sealed with the official seal of the County.

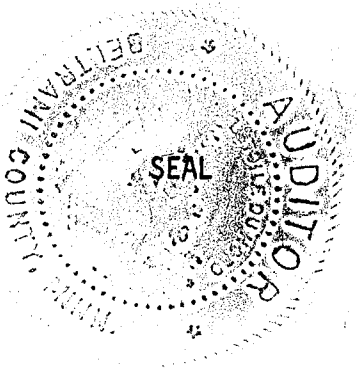
Dated this 18th day of November, 1980.



FOR THE CITY OF BEMIDJI

Douglas Peterson
Douglas Peterson, Mayor

Carsten Leikvold
Carsten Leikvold, City Manager



FOR THE COUNTY OF BELTRAMI

R. E. Boyer Sr
R. E. Boyer, Sr. Chairman

Jim Thoreen
Jim Thoreen, Executive Secretary

SECTION 2. PASSAGE AND PUBLICATION OF ORDINANCE.

This Ordinance shall take effect and be in force from and after its passage and proper publication according to law.

Commissioner Bjella seconded the resolution and, upon being put to vote, was unanimously adopted.

STATEMENT OF VALUES AIRPORT

<u>DESCRIPTION</u>	<u>AMOUNT</u>
City Hangar and Warehouse	\$ 23,200.00
Ford Motor Testing Hangar	48,200.00
2 Metal "T" Hangars	84,400.00
Administration Building at Airport	276,900.00
Fire Truck Storage Building	100,000.00
1975 Oshkosk Fire Truck (ML1000)	98,000.00
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Dated: March 3, 1980	\$ 630,700.00
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On motion of Benson, seconded by Skare and unanimously carried, the Board adopted proposed Amendment to Beltrami County Ordinance #9 (Joint Powers AGREEMENT for Bemidji/Beltrami Airport).

YES	NO
BENSON _____ X _____	BENSON _____
LOFTUS _____ X _____	LOFTUS _____
SKARE _____ X _____	SKARE _____
WENTWORTH _____ X _____	WENTWORTH _____
WEIR _____ X _____	WEIR _____

STATE OF MINNESOTA)
(SS
COUNTY OF BELTRAMI)

I, Norm Moody, County Coordinator for the County of Beltrami, Minnesota do hereby certify that the above is a true and correct copy of action taken by the Beltrami County Board of Commissioners at their regular scheduled Board meeting held Tuesday, May 8, 1990.

BY: Norm Moody
Norm Moody, County Coordinator

325265

OFFICE OF COUNTY RECORDER
Beltrami County, Minnesota

I hereby certify that this instrument was filed in this office for record on the 20th day of March A.D. 19 91 at 8:00 o'clock A M. and was duly recorded by Microfilm No. 325265

Ann F. Allen
Coleen M. Skeltse COUNTY RECORDER
DEPUTY

Amendment to #9
Adopted 5/8/90

OFFICE OF THE
BELTRAMI COUNTY ATTORNEY
523 MINNESOTA AVENUE
P.O. BOX 1653
BEMIDJI, MINNESOTA
56601

TIMOTHY R. FAVER, County Attorney
SHARI R. SCHLUCHTER, Ass't. County Atty.
TIMOTHY L. TINGELSTAD, Ass't. County Atty.
PAUL E. RASMUSSEN, Ass't. County Atty.

Telephone
(218) 759-4219

April 3, 1990

Mr. Norm Moody
County Coordinator
Beltrami County Courthouse
Bemidji, MN 56601

Re: Amendment to Beltrami County Ordinance No. 9
(Joint Powers Agreement concerning Bemidji/Beltrami Airport)

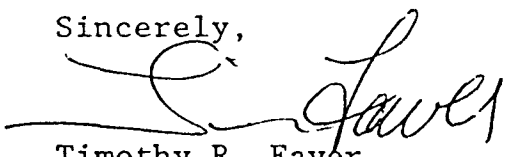
Dear Norm:

Enclosed please find a proposed amendment to the above ordinance. This amendment allows the Airport Commission to borrow funds for airport improvements, upon the concurrence of both the city and county.

If the County Board finds this amendment acceptable, the ordinance adoption process set forth in Minnesota Statutes Section 375.51 should be followed. In short, this statute requires that a public hearing be held upon a minimum of 10 days notice. The notice must state the subject matter and the general purpose of the proposed ordinance, which notice must be published in the official newspaper of the county. Proof of the publication of the notice must be attached to and filed with the ordinance, upon enactment. If enacted, the ordinance must be published as part of the proceedings of the meeting at which the ordinance was passed.

Please give me a call if you have any questions about the ordinance or the process that must be followed. Al Felix tells me that the city amendment to the ordinance had its first reading on April 2nd. I do not anticipate that there will be any objection to the amendment from the city's standpoint.

Sincerely,



Timothy R. Faver
Beltrami County Attorney

F/sao
Enclosure

ORDINANCE NO. 9

AN ORDINANCE AMENDING BELTRAMI COUNTY ORDINANCE NO. 9 AND CITY OF BEMIDJI ORDINANCE NO. 612, KNOWN AS THE BEMIDJI-BELTRAMI COUNTY AIRPORT JOINT POWERS AGREEMENT, PERTAINING TO THE AUTHORIZATION OF THE AIRPORT COMMISSION TO BORROW MONEY AND TRANSFER THE SAME TO THE AIRPORT FUND.

The County Board of Beltrami County and the City Council of Bemidji do hereby ordain:

SECTION 1. THE AMENDMENT

The Mayor and City Manager of the City of Bemidji and the Chairman of the Board and the Executive Secretary of Beltrami County are authorized and directed to execute the following amendment to the Bemidji-Beltrami County Airport Joint Powers Agreement between the City of Bemidji and Beltrami County:

WHEREAS, the City of Bemidji, hereinafter referred to as the City, and the County of Beltrami, hereinafter referred to as the County, previously executed a Joint Powers Agreement dated November 18, 1980, for the joint maintenance and operation of the Bemidji-Beltrami County Airport; and

WHEREAS, the City and County desire to amend the Agreement to authorize the Airport Commission, subject to mutual approval by the respective governing bodies, to borrow money and transfer said monies to the airport fund; and

WHEREAS, subdivision 13 of the Agreement permits amendment of the Agreement by following the ordinance procedures used by the City and County, respectively, for its adoption.

NOW, THEREFORE, it is mutually agreed as follows:

SUBDIVISIONS 7 AND 8 OF THE JOINT POWERS AGREEMENT ORDINANCE ARE HEREBY AMENDED TO READ AS FOLLOWS:

SUBDIVISION 7. ANNUAL BUDGET.

A. The Commission shall each year prior to August 1, prepare a budget for airport finances for the ensuing calendar year. The budget shall be substantially balanced. The budget shall follow the format as established by the City Finance Officer with at least the following information:

(1). Estimated Revenues, divided as follows:

(a) Federal and state grants

- (b) Contribution from City
- (c) Contribution from County
- (d) Miscellaneous revenues

(2). Estimated Expenditures, divided as follows:

- (a) Personal services
- (b) Services other than personal
- (c) Supplies and materials
- (d) Capital Outlay
- (e) Miscellaneous expenditures
- (f) Bond retirement fund

Such budget shall be submitted not later than August 1 to the City Council and the County Board. The final decisions of the City council and County Board shall be reported back to the Commission. The City and the County each shall pay 50 percent of the total annual budget into the airport fund. In the event the county levies for its share of contributions, real estate located within the city limits of the City of Bemidji shall be excluded. If either the City Council or County Board fixes its contribution at less than the amount requested by the Commission, the contribution of the other shall be decreased proportionately unless the latter shall decide to pay a larger portion of the total contribution than is required by this agreement. The expenditure allowances as finally adjusted and approved by the Commission shall control the year's spending program except that excess revenues received may be expended upon the approval of three members of the Commission. The Commission itself shall not levy taxes *or borrow money*; and it shall not approve any claims or incur any obligations for expenditures unless there is unencumbered cash in the appropriate airport fund to the credit of the Commission with which to pay the same. Any surplus in revenues over the cost of maintenance and operating expenses of the properties and activities herein before described under this agreement may be transferred by the Commission to the City and the County in the same proportion as they are required to be contributed by the respective bodies.

B. The Commission may borrow money from the City and the County in the form of interfund loans to the extent that such loans are not made from trust and agency funds or from funds or monies otherwise encumbered, subject to the mutual consent and approval of the City and County, and subject to the terms and conditions of repayment agreed to by the City and County.

SUBDIVISION 8. FINANCES. For the purpose of financing the necessary expenditures to carry out the provisions of this agreement, there is hereby created in the City accounts and treasury, an Airport Fund. All revenue receipts belonging to the Commission, including the monetary shares contributed by the City and County, and those proceeds borrowed as interfund loans, shall be deposited intact in a bank account to the credit of the Airport Fund and no disbursements shall be made from this bank account except by check nor unless a verified claim for services and/or

commodities actually rendered or delivered has been submitted to and approved for payment.

The Airport Manager shall have authority to approve budgeted expenditures of up to \$1,000. Expenditures in excess of \$1,000 must be approved by the Commission and made in accordance with the Uniform Municipal Contracting Law, M.S. 471.345.

The City Finance Officer shall account for the fund and the custody of the cash and the bank account shall be in the custody of the City Clerk. These fiscal officers shall report their activities and fund balance to the Commission monthly, but no less than on a quarterly basis. The fiscal year of the Commission and the Airport Fund shall be the Fiscal year of the City. An annual audit of the fund shall be made in conjunction with the audit of the City unless the Commission deems necessary an independent audit. any employee of the commission who handles cash in the process of collection shall furnish a surety bond in such amount as is determined by the Commission.

SECTION 2. PASSAGE AND PUBLICATION OF ORDINANCE.

This Ordinance shall take effect and be in force from and after its passage and proper publication according to law.

(Additions in text are indicated by Underline; deletions are indicated by ~~strikeovers~~).