

JOINT RESOLUTION BETWEEN THE TOWN  
OF OAKPORT AND THE CITY OF MOORHEAD  
DESIGNATING AN AREA FOR ORDERLY ANNEXATION  
PURSUANT TO MINNESOTA STATUTES 414.0325

BE IT RESOLVED by the Town of Oakport (the "Town"),  
by and through its Board of Supervisors, and the City of Moorhead,  
(the "City"), by and through its City Council, jointly agree to  
the following:

1. That the following described area in the Town (see  
map Exhibit A) is subject to orderly annexation pursuant to Minn-  
esota Statutes 414.0324, and the parties hereto designate this area  
for orderly annexation:

Parcel 21: Jerry A. Keogh and Vera Jean Keogh (Jerry's  
Bar - One acre in the Southwest Corner of the Southeast  
Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ), in Section Thirty-  
Two (32), Township One Hundred Forty (140), Range Forty-  
eight (48), described as follows: Beginning at the east  
side of the state road line in the Southwest Corner,  
extending 20 rods north along said state roads, thence  
east 8 rods, thence 20 rods to the South Section Line in  
the center of the road, thence west 8 rods to the place  
of beginning. Also known as auditors outlet 32-E.

2. It is specifically found that certain properties within  
the Town abutting upon the City are presently urban or suburban in  
nature and that the City has provided or is capable of providing  
urban services to such properties and is capable of providing  
additional services to this property to adequately protect the  
public health, safety, and welfare of the properties.

3. That the Town does, upon passage of this Resolution and  
its adoption by the City Council of the City, and acceptance by the

Municipal Board, confer jurisdiction upon the Minnesota Municipal Board over the various provisions contained in this agreement.

4. Parcel 21 shall be annexed to the City no earlier than July 1993, unless the 12th/15th Avenue North Bridge is constructed; in this case annexation would begin one year following the completion of the bridge. Upon annexation taxes shall be phased into the City and phased out of the Town over a six-year period, in accordance with the formula set forth in Exhibit "B" attached to this agreement.

5. The property known as Jerry's Bar shall, upon annexation, be zoned C-2.

6. Assessments against Parcel 21 shall become eligible for payment at the time of annexation. With the exception of water mains and the pending improvements and upgrading of 11th Street, i.e. widening, curb, gutter and storm sewer, assessments shall be based upon the prorated costs as determined by Exhibit C. Assessments for water mains if applicable will be deferred and assessed to respective properties at the existing rate as determined by the Public Service Commission at the time of hookup to the City water mains. Assessment payment durations shall be 20 years for curb, gutter and paving, 20 years for storm sewer and 10 years for connection charges, water and sanitary sewer service. Interest rates will be determined based upon the current rate then in use and adopted by the City for special assessments.

7. Any existing assessments for 15th Avenue North against Jerry Keogh's property (see map marked Exhibit "A" - Parcel 21) for curb, gutter, paving, storm sewer and sanitary sewer shall be deferred until each such parcel is sold individually or as a group to another party or until Jerry Keogh takes out a building permit for said parcel individually or as a group for his own purposes; assessment costs shall be based upon the prorated life of the curb, gutter, paving, storm sewer and sanitary sewer (see Exhibit "C" for prorated life formula); interest rates will be determined based upon the current rate then in use and adopted by the City for special assessments; the deferred assessments against Jerry Keogh's property for water mains along 15th Avenue North will be deferred and assessed to respective properties at the existing assessment rate as last established by the Public Service Commission at the time of hookup to City water mains. Assessment payment durations shall be 20 years for curb, gutter and paving, 20 years for storm sewer and 10 years for sewer connection charges, water and sanitary sewer service.

8. Assessments against Parcel 21 for the pending improvements for upgrading 11th Street North, i.e. widening, curb, gutter, and storm sewer, etc. shall be assessed at the time of annexation using one of two methods, whichever is the least costly. The first method utilizes the weighted average of the curb, gutter, paving and storm sewer construction costs for the year of annexation and the previous two years multiplied by the percentage of the 11th Street North project costs actually assessed to the benefitted property owners.

The second method utilizes the percentage of the original improvement costs actually assessed plus the annual interest charges. In either case, the improvements shall not be prorated.

9. Upon approval of this agreement by the City and Town and acceptance by the Municipal Board, the City shall provide full fire service and pest control to all parcels listed in this agreement.

10. All liquor licenses held by Jerry's Bar at the time of annexation would be grandfathered in and would continue in full force. However, the City's hours of operation would prevail and the resident manager requirements would be enforced. Other provisions of the City's liquor ordinance would also prevail such as: a separate and exclusive exit and entrance is required for off-sale intoxicating liquor, on-sale and Sunday intoxicating liquor, on-sale 3.2 beer, and off-sale 3.2 beer; use of the Sunday intoxicating liquor license must conform to the City's ordinance; if off-sale 3.2 beer is to be sold in a convenience store, it must comply with the City's hours of operation for off-sale intoxicating liquor.

11. The 3.2 off-sale beer license which currently is not offered by the City could be, at Council discretion, transferred if the business were sold to a qualified buyer.

12. So long as State law permits, the City shall continue the same valuation practices as approved by the Council upon annexation of any parcels in this Orderly Annexation Agreement as are currently applied to such parcels as they are now located within the City.

13. It shall be understood by all parties that a property owner may petition one of the signatories to the joint agreement (either township or City) at his or her cost for annexation in advance of the prescribed dates. Under such circumstances, while the year of annexation may change, the property is still subject to the provisions of this agreement.

14. It is acknowledged and understood that future amendments to this agreement must be mutually approved by both bodies and accepted by the Municipal Board to be valid.

15. To facilitate the timing of annexation it is agreed to that the City may petition the Municipal Board for annexation up to six months in advance of the date when the properties are eligible for annexation. In no case, however, will any property be annexed prior to the dates established in this agreement unless requested by a property owner.

16. Both the Town and the City agree that no alteration of the stated boundaries of this agreement is appropriate. Furthermore, both parties agree that no consideration by the Board is necessary. Upon receipt of the initiating resolution, the Board may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of the joint resolution.


17. That the City and Town further resolve to fully cooperate with the Minnesota Municipal Board in connection with this orderly annexation resolution and agreement.

PASSED by the City Council of the City of Moorhead this 21st  
day of May, 1984.

APPROVED BY:

  
\_\_\_\_\_  
MORRIS L. LANNING, Mayor

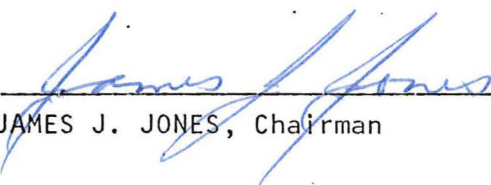
ATTEST:

  
\_\_\_\_\_  
EVERETT B. LECY, City Clerk

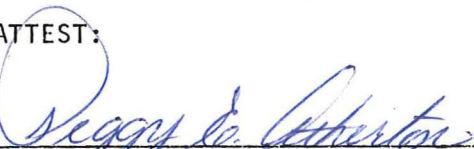
(SEAL)

PASSED AND ADOPTED by the Town Board of Oakport this 2nd day  
of July, 1984.

APPROVED BY:

  
\_\_\_\_\_  
JAMES J. JONES, Chairman

ATTEST:

  
\_\_\_\_\_  
PEGGY E. ATHERTON, Town Clerk

(SEAL)

MAP MADE BY SEP 28 1977



EXHIBIT B

To offset the lost tax base to the Town of Oakport (The "Town") scheduled payments to the Town pursuant to Minnesota Statute 414.036 shall be based upon the assessed value of the property as carried by the Town immediately prior to the date of annexation. The Town's mill rate shall be based upon the mill rate for the year in which annexation occurs. In either case, the City shall remit the payments to the Town no later than October 31st in the year after the tax has been levied. For example, taxes levied in 1988 will be paid to the Town no later than October 31, 1989.

<u>Taxable Year After Annexation</u>	<u>Percent of Oakport Computed Tax to be Returned to the Town</u>
1	100%
2	85%
3	70%
4	55%
5	40%
6	25%

To phase in the City's mill rate, a sub tax district for the properties described in this agreement shall be created. The established mill rate for the City shall be applied against the properties in the subdistrict in substantial equal proportions over a period of six years from the date of annexation to equality with the mill rate for properties outside the subdistrict and already within the City in accordance with the following schedule:

<u>Taxable Year After Annexation</u>	<u>Percent of City's Mill Rate to be Applied Against the Property</u>
1	15%
2	30%
3	45%
4	60%
5	75%
6	100%



## EXHIBIT C

### DEFERRED ASSESSMENTS

PAVING: Prorated life of existing curb, gutter and paving

The following table shows the cost spread of deferred special assessments to newly annexed properties abutting existing streets and avenues.

<u>Curb, Gutter and Paving</u>	<u>City Share</u>	<u>Assessment Share</u>
0 - 5 years	10%	90%
6 - 10 years	25%	75%
11 - 15 years	50%	50%
16 - 20 years	75%	25%
Over 20 years	100%	0%

Using the above table the cost spread for deferred curb, gutter and paving assessment shall be as follows:

The curb, gutter and paving assessment shall be based on the weighted average of the curb, gutter and paving construction costs for three years. The three-year period shall include the year of annexation, sale, platting or building permit as prescribed and the two years prior to that date. The weighted average shall then be prorated using the above table.

Example: If the weighted average is determined to be \$40.00/Lineal Foot of benefitted property and the curb, gutter and pavement is eleven years old, the assessed cost to be spread to the benefitted property shall be 50% of the weighted average or \$20.00/Lineal Foot.

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EXHIBIT C

DEFERRED ASSESSMENTS

SANITARY AND STORM SEWER: Prorated life of sewer system

The following table shows the cost spread of deferred special assessments to newly annexed properties benefitted by the storm or sanitary sewer systems.

<u>Sewer Life</u>	<u>City Share</u>	<u>Assessment Share</u>
0 - 20 years	20%	80%
21 - 25 years	40%	60%
26 - 30 years	60%	40%
31 - 35 years	80%	20%
Over 36 years	100%	0%

Using the above table the cost spread for deferred special assessments for storm or sanitary sewer shall be as follows:

The sanitary sewer and/or storm sewer assessment shall be based on the weighted average of sanitary sewer and/or storm sewer construction costs for three years. The three-year period shall include the year of annexation, sale, platting or building permit as prescribed and the two years prior to that date. The weighted average shall then be prorated using the above table.

Example: If the sewer is determined to be 21 years old and the three-year weighted average for the assessment is determined to be \$20.00/Lineal Foot of benefitted property, the assessed cost to be spread to the benefitted property shall be 60% of the weighted average or \$12.00/Lineal Foot.