

REC'D. BY
MMB MAY 09 1991

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

RIVER HAVEN

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JOINT RESOLUTION BETWEEN THE TOWN
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BE IT RESOLVED by the Town of Moorhead, hereinafter referred to as "the Town," by and through its Board of Supervisors, and the City of Moorhead, hereinafter referred to as "the City," by and through its City Council, that the Town and City do and they hereby jointly agree to the following:

1. Definitions

For purposes of this joint resolution the following definitions mean:

a. Bike/Pedestrian Path. Will mean the hard surface trail or path not to exceed ten (10) feet in width, constructed and maintained by the City within the bike/pedestrian easement.

b. Bike/Pedestrian Easement. Will mean the fifty (50) foot easement for the development of a bike/pedestrian path and for maintenance of the river bank over the described properties as shown in Exhibit A.

c. City. Will mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota, except whenever in the provisions of this document reference is made to water or electrical services, then and in that case, "City" will include within its meaning both the City of Moorhead and the Moorhead Public Service Commission, a board to which the

control, management and operation of all City water and electrical systems have been committed by Section 12.02 of the Moorhead City Charter.

d. County. Will mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

e. Effective Date of Annexation. Will mean the date the Minnesota Municipal Board issues its order approving the annexation contemplated in the Initiating Resolution.

f. Effective Date of This Joint Resolution. Will mean the date the Minnesota Municipal Board accepts this Joint Resolution for filing.

g. Initiating Resolution. Will mean an initiating resolution adopted by the City and filed with the Minnesota Municipal Board.

h. Joint Resolution. Will mean this Joint Resolution between the Town and the City designating an area for orderly annexation pursuant to Minnesota Statute Section 414.0325.

i. Minnesota Municipal Board. Will mean the Minnesota Municipal Board, which is created by Minnesota Statute Section 414.01.

j. Orderly Annexation Area. Will mean that area of the Town legally described as:

Parcel 1: River Haven Subdivision, Clay County,
Minnesota 10.37 acres

Parcel 2: David A. Stene and Joan M. Stene:

All that part of the Northeast Quarter, Section 30, Township 139 North, Range 48 West, described as follows: The North 164 feet of the South three acres of Lot 2 (Tax Parcel: 21-030-1401). Said tract of land contains 2.08 acres, more or less.

Parcel 3:Ragner J. Yterler and Mabel B. Yterler:

All that part of the Northeast Quarter, Section 30, Township 139 North, Range 48 West, described as follows: The South 100 feet of the South three Acres of Lot 2 (Tax Parcel: 21-030-4101). Said tract of land contains 0.92 acres, more or less.

Parcel 4: Roger W. Geroy and Sharon L. Geroy:

All that part of the Southeast Quarter, Section 30, Township 139 North, Range 48 West, described as follows: Beginning at the East Quarter Section Corner, thence South 120 feet, thence West 390.32 feet to the Red River of the north (Tax Parcel: 21-030-4103). Said tract of land contains 1.07 acres, more or less.

Parcel 5: Steven G. Wright and Leann D. Wright:

All that part of the Southeast Quarter, Section 30, Township 130 north, Range 48 West, described as follows: A tract bounded on the North by a line beginning at a point 120 feet South of the East Quarter Section Corner, thence South 89° 49' 47" West to the Red River of the North; bounded on the South by a line

beginning 259 feet South of the East Quarter Section Corner, thence South 89° 39' West to the Red River of the North; bounded on the West by the Red River of the North (Tax Parcel: 21-030-4102). Said tract of land contains 1.48 acres, more or less.

Parcel 6: Clifford L. McLain:

All that part of the Southeast Quarter, Section 30, Township 139 North, Range 48 West, described as follows: A tract bounded on the North by a line beginning at a point 259 feet South of the East Quarter Section Corner, thence South 89° 39' West to the Red River of the North; bounded on the South by a line beginning 357 feet South of the East Quarter Section Corner, thence West to the Red River of the North, bounded on the West by the Red River of the North (Tax Parcel: 21-030-4104). Said tract of land contains 0.95 acres, more or less.

k. Parcel. Will mean a part or portion of land recorded as property in the office of the Clay County Recorder.

l. Property Owner. Will mean the respective owners of the property within the Orderly Annexation Area.

m. Town. Will mean the Town of Moorhead, organized under the laws of the State of Minnesota.

n. Water Distribution System. Will mean a water distribution system including, but not limited to, the

following: water mains, valves, hydrants, valve boxes, water storage facilities, telemetry system, and in addition, all appurtenances normal to a full water distribution system for domestic water use and fire protection.

o. Wastewater Collection System. Will mean a wastewater sewer collection system including, but not limited to the following: manholes, main sewer lines -- both gravity and force mains; wastewater lift stations including structure, pumps, motors, alarm systems, telemetry systems for monitoring, emergency generator electrical connections, and in addition to the above stated items all other applicable appurtenances normal to a wastewater sewer collection system.

2. Reason for Annexation

It is specifically found that:

a. Certain Properties Urban or Suburban. Certain properties within the Town abutting upon the City are presently urban or suburban in nature.

b. Compliance with State Law. Clay County has required compliance with County ordinances and State law regarding certification of septic systems.

c. Town Request for Services. The Town has requested wastewater collection services and water distribution for the Orderly Annexation Area.

d. Annexation Mandated by City. City has made orderly annexation pursuant to this Joint Resolution a condition precedent to providing wastewater collection services and water distribution to the Orderly Annexation Area.

e. City Capable of Providing Services. City has provided or is capable of providing wastewater collection services and water distribution and is capable of providing additional services to this property to adequately protect the public health, safety, and welfare of the properties.

3. Annexation Date/Taxes

All parcels within the Orderly Annexation Area will be annexed to the City upon the date the Minnesota Municipal Board issues its order approving annexation following the Board's acceptance of this Joint Resolution and based on the City filing an Initiating Resolution with the Board. The tax rate of the City will apply to the Orderly Annexation Area upon the effective date of annexation. The City will, on or before January 15th of each applicable year, remit to the Town in the form of a cash payment the amounts as specified in Exhibit C, to reimburse the Town for property tax revenue foregone as a result of this annexation.

4. Zoning/Subdivision/Land Use Control Regulations

Upon the effective date of annexation, the Orderly Annexation Area will be zoned as an R-1 Single-Family District and be governed by the City's comprehensive land use plan and subdivision regulations as such plan and regulations may be amended, modified or replaced from time to time.

5. Building Regulations

Upon the effective date of annexation, the power to regulate building, issue building permits, collect fees, and require compliance with applicable engineering standards within the Orderly Annexation Area will be vested with City. Any improvement within the Orderly Annexation Area following the effective date of annexation will be required to meet all City and State building, electrical, plumbing and fire codes.

6. Wastewater Collection and Water Distribution Systems

The City will own, construct, operate, maintain and repair a wastewater collection system and a water distribution system within the Orderly Annexation Area in accordance with the following:

a. Septic and/or Well Systems. Any parcel which is presently served or continues to be served by a certifiable septic and/or well system will not be required by the City to connect to the wastewater collection system and/or water distribution system, provided such existing systems have not failed pursuant to Subsection 6(i).

(i) Failure of Septic and/or Well Systems.
Should a designated health agency at any time determine that a septic and/or well system has failed, then and in that event the septic and/or well system will no longer be considered certifiable and the parties agree the affected property owner is required to abandon said septic and/or well system and connect to the City's wastewater collection system and/or water distribution system.

(ii) Abandonment of Sewer and/or Well Systems.
Upon connection to the wastewater collection system, all existing septic tanks will be removed or abandoned, which includes pumping, capping inlets and outlets, and filling with approved aggregate material. Approved aggregate material will be natural sand, gravel, or

crushed rock. The minimum sieve size of the sand will be 100. The maximum size of the crushed rock will be 3/4 inch. Upon connection to the water distribution system, property owners will abandon their existing wells in accordance with regulations of the Minnesota Department of Health with work to be completed by a licensed Minnesota well driller. Notwithstanding the above, property owners who connect to the City's water distribution system may utilize existing wells for non-potable water purposes.

b. Water Distribution System. Water main will be installed in right-of-way/easements. Services, including curb shut-offs, will be installed to the property line. Property owners, upon requesting service, will obtain from the City a plumbing permit which will include inspection of plumbing systems by the City for code compliance. A water meter and remote metering register will be furnished by Moorhead Public Service at Moorhead Public Service expense and installed at locations approved by Moorhead Public Service. Property owners will be responsible for installing remote reader wiring to Moorhead Public Service Department specifications.

c. Water Connection Surcharge. City and Town agree that no water connection surcharge will be assessed to the property owners.

d. Sewer Connection Charge. City and Town agree that

an \$80.00 sewer connection charge will be assessed to any property owner connecting to the wastewater collection system.

e. Special Assessments. Upon the effective date of annexation, the twelve benefitting property owners will be subject to special assessments based upon those costs and methods of assessment established by the City of Moorhead. Wastewater collection and water distribution improvements will be financed over a twenty year period. A list of the benefitting property owners is found as Exhibit D.

f. Deferred Special Assessments. Property owners who continue to use certifiable septic and/or well systems subsequent to the effective date of annexation and in conformance to Section 6(a) will in any event be subject to the payment of special assessments, including all principal and interest accrued thereon subsequent to the date of the original financing, commencing July 1, 1996.

7. Electric Service

Upon annexation the Moorhead Public Service Department (MPSD) agrees to negotiate with Red River Valley Electric Cooperative Power Association (RRVCPA) to acquire rights to the service area for the area described in this agreement. During the period of the aforementioned negotiations, RRVCPA will provide electric service. Electric service from MPSD will be provided only after an agreement for the change in electric service area between MPSD and RRVCPA has been approved by the Minnesota Public Utilities Commission. Property owners will pay MPSD buyout fees not to exceed those as listed in Exhibit "E". Upon MPSD providing electric service, the buyout fees listed on Exhibit "E" will be collected from property owners through regular MPSD billings. The buyout fees listed on Exhibit "E" include a portion of the fixed costs, reintegration costs, and allocated costs incurred by MPSD in acquiring its rights to the service area from RRVCPA. There will be no rate differential between the property owners and existing MPSD customers in the City of Moorhead. The MPSD buyout fees shown on Exhibit "E" represent the total cost to each property owner for the disconnection from RRVCPA and the resultant connection to MPSD. No other buyout costs or fees shall be paid by the property owners. No costs or fees whatsoever shall be paid by the Town. MPSD will not replace the existing electric system with an underground system unless the property owners agree to pay for the conversion. Street lights will be installed as per City

specifications at no cost to the property owners. City, Town, and MPD agree that the terms and conditions of this Section 7 constitute a compromise of their respective positions regarding the collection of buyout fees from property owners. Each party acknowledges that the provisions of this Section 7 represents an acquiescence of their respective position on this matter for the purpose of this Joint Resolution only and shall not constitute a precedent for future agreements or future joint resolutions among the parties.

8. Municipal Services

Upon the effective date of annexation of the Orderly Annexation Area, the City will provide municipal services excluding sewer, water and electricity. A wastewater collection system, water distribution system and electric service will be provided in accordance with Section 6 and Section 7.

9. Bike/Pedestrian Path

The City will require the property owners to provide at no cost to the City, upon the effective date of annexation a fifty (50) foot easement for development of a bike/pedestrian path and for maintenance of the river bank except as hereinafter provided. The City will allow property owners to defer the granting of the aforementioned fifty (50) foot easement for development of a bike/pedestrian path pursuant to the following:

a. The property owner and subject parcel will comply in all respects to Section 6 including Subsections 6(i) and 6(ii) of this agreement.

b. In no event will any property owner be permitted to hook up to sewer and/or water without having first provided at no cost to the City the aforementioned fifty (50) foot easement for development of a bike/pedestrian path.

c. In the event the aforementioned fifty (50) foot easement for development of a bike/pedestrian path has not been provided on or before a date fourteen (14) years following the effective date of annexation, the City reserves any and all rights the City may have to pursue the acquisition of the aforementioned easement.

The transfer of said property from the property owners to the City will be a transaction between the City and property owners which will in no way involve the Town. Said bike/pedestrian path will not be installed by the City for a minimum of fourteen (14) years following the effective date of annexation and will be

installed as close to the Red River as is feasible. Construction and maintenance of the bike/pedestrian path will be the responsibility of the City. Maintenance of the fifty (50) foot easement, excluding the bike/pedestrian path, will continue as the responsibility of the property owners. A notice of intent to install the bike/pedestrian path will be sent to all property owners within the Orderly Annexation Area a minimum of sixty (60) days prior to the start of construction. The City will enact an ordinance defining and controlling the use of the bike/pedestrian easement which will specifically prohibit loitering on the bike/pedestrian easement, trespassing on adjacent properties, and any act which could be deemed to be a public nuisance or a private nuisance. The City agrees to indemnify, except for the intentional acts of property owners, and hold harmless the Town and any property owners against, and in respect of any and all liabilities the Town and/or property owners may incur as a result of claims by third parties as a result of the use of the bike/pedestrian easement by said third parties, or as the result of any trespassing by said third parties on property adjacent to the bike/pedestrian easement. For the purposes of this paragraph, "claims" will mean all claims, demands, third party actions, accounts, causes of action and judgments, known and unknown, developed and undeveloped, discovered and undiscovered, and "liability" will mean all losses, expenses, obligations, costs, (including defense costs) whether or not reduced to judgment.

10. Sidewalks

The City agrees not to require the construction of sidewalks upon any single-family residential lot within the Orderly Annexation Area in existence on the effective date of this Joint Resolution. Future sidewalks may be constructed pursuant to a petition of property owners or as may be required by the City's zoning, subdivision and land use regulations.

11. Improvements to Clay County 76 Between T.H. 75 and 46th Avenue South

The City and Town agree that for five (5) years from the date of annexation that no part of Clay County 76 set out above will be rebuilt as an urban section road (lowered and widened with curb and gutter) except under one of the following circumstances:

1. Fifty-one percent (51%) or more of the property owners within the Orderly Annexation area petition the City for such an improvement, and the City agrees to proceed with such work.
2. Such improvement is mandated by the State of Minnesota.
3. A substantial part of the existing road is destroyed by flooding, earthquake, or other natural disaster.
4. No part of the cost of such improvement is assessed against property within the Orderly Annexation area.

Nothing in this section prohibits any government unit from maintaining and repairing the existing road and from assessing costs of such work according to State law.

Furthermore, the City agrees that it will not restrict access to that portion of the Orderly Annexation Area south of the intersection of Clay County 76 and 46th Avenue South.

12. Legal Fees

City and Town agree that upon the effective date of annexation legal fees which have been incurred by the Town in connection with the preparation of this Joint Resolution will be billed by the Town to all property owners within the Orderly Annexation Area in accordance with Minnesota Statutes Chapter 429.

13. Recordation/Run With Land

City and Town agree that by recording this Joint Resolution in the Clay County Recorder's Office it is intended that the agreements contained in this Joint Resolution run with the land.

14. Modifying/Amending Joint Resolution

The parties to this agreement agree that this agreement will not be modified or amended, nor will the stated boundaries be altered unless mutually agreed to through resolution of each party and acceptance by the Minnesota Municipal Board.

15. Ordering in of Annexation


Upon receipt of an Initiating Resolution under this Joint Resolution, the Minnesota Municipal Board may review and comment, but will, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.

16. Town/City Cooperation

The Town and City resolve to fully cooperate with the Minnesota Municipal Board in connection with this Joint Resolution and agreements therein.

PASSED AND ADOPTED by the Town Board of Moorhead, Minnesota, this 15 day of April 1991.

APPROVED BY:


E. ROBERT OLSON, Chairperson

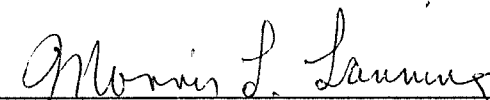
ATTEST:


LELAND E. VETTE, Town Clerk


(SEAL)

PASSED by the City Council of the City of Moorhead this 15th day of April, 1991.

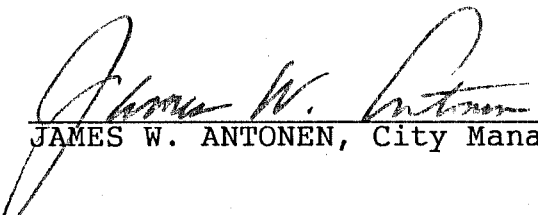
APPROVED BY:


MORRIS L. LANNING, Mayor

ATTEST:


KAYE E. BUCHHOLZ, City Clerk

(SEAL)


JAMES W. ANTONEN, City Manager

LIST OF EXHIBITS

- Exhibit A: Map of Bike Pedestrian Easement
- Exhibit B: Map of Orderly Annexation Area
- Exhibit C: Property Taxes: Schedule of Payments by City to Town
- Exhibit D: Benefitting Property Owners
- Exhibit E: Moorhead Public Service Department Buyout Fees
Schedule of Monthly Payments

FILED BY MAY 09 1991
MMS

EXHIBIT C

Property Taxes: Schedule of Payments by City to Town

Payable On or Before January 15 of the Year	Amount	Percentage
=====	=====	=====
1992	\$ 546.00	100%
1993	410.25	75%
1994	273.50	50%
1995	136.75	25%
1996	-0-	0%

RECEIVED BY MAY 09 1991
NAME

Exhibit D

BENEFITTING PROPERTY OWNERS

1. James M. Murray and Sue A. Murray
RR4, Box 36, Moorhead, MN
Tax Parcel: 21-080-0105
2. Joel R. Haugen and Debra L. Haugen
111 Prairiewood Drive South, Fargo, ND
Tax Parcel: 21-080-0107
3. Timothy J. Beaton and Joan E. Beaton
RR4, Box 38, Moorhead, MN
Tax Parcel: 21-080-0106
4. Mark L. Carlson and Lorrie R. Carlson
RR4, Box 39, Moorhead, MN
Tax Parcel: 21-080-0104
5. Kenneth A. Krajisa and Kay L. Krajisa
RR4, Box 40, Moorhead, MN
Tax Parcel: 21-080-0103
6. Roger E. Mohrbacher and Harriet A. Mohrbacher
RR4, Box 41, Moorhead, MN
Tax Parcel: 21-080-0102
7. Clifford C. Stienstra and Jean F. Stienstra
RR4, Box 42, Moorhead, MN
Tax Parcel: 21-080-0101
8. David A. Stene and Joan M. Stene
RR4, Box 43, Moorhead, MN
Tax Parcel: 21-030-1401
9. Ragner J. Yterler and Mabel B. Yterler
RR4, Box 44, Moorhead, MN
Tax Parcel: 21-030-4101
10. Roger W. Geroy and Sharon L. Geroy
RR4, Box 45, Moorhead, MN
Tax Parcel: 21-030-4103
11. Steven G. Wright and Leann D. Wright
1212 23rd Avenue South
Tax Parcel: 21-030-4102
12. Cliff McLain
RR4, Box 46, Moorhead, MN
Tax Parcel: 21-030-4104

p\annex2\rhd

REC'D BY
MMS MAY 09 1991

EXHIBIT E

Moorhead Public Service Department
Buyout Fees and Schedule for Monthly Payments

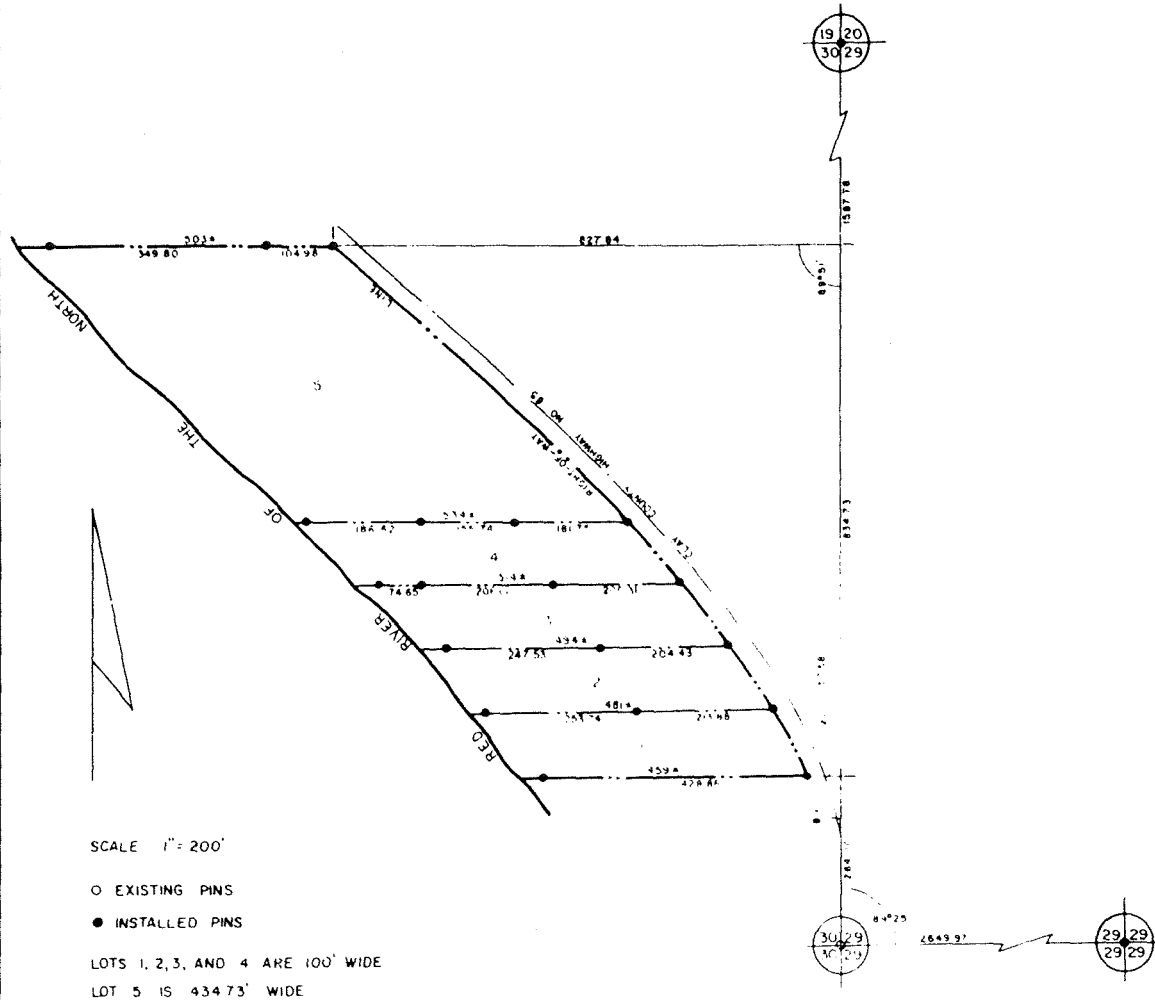
**				
RIVER HAVEN	DISCOUNTED SETTLEMENT :	MONTHLY PMT ON A 5 YR, 7% LOAN	ANNUAL PMT ON A 5 YR, 7% LOAN	COMPARE WITH ANNUAL SAVINGS
KEN KRAJSA	\$504 :	\$9.98	\$120	\$390
ROGER GEROY	\$720 :	14.26	171	610
DUAL HEAT				
CLIFFORD STIENSTRA	\$573 :	11.34	136	481
MARK CARLSON	\$666 :	13.18	158	604
JAMES MURRAY	\$566 :	11.21	135	472
CLIFFORD McLAIN	\$580 :	11.48	138	490
TIM BEATON	\$1,097 :	21.72	261	1,061
DUAL HEAT				
DAVID STENE	\$947 :	18.76	225	801
DUAL HEAT				
RAGMAR YTERLER	\$473 :	9.36	112	349
ROGER MOHRBACKER	\$583 :	11.55	139	495
JOEL HAUGEN	\$398 :	7.87	94	NA
STEVE WRIGHT	\$398 :	7.87	94	NA
=====				
TOTALS	\$7,504 :	\$149	\$1,783	

** This not-to-exceed settlement is
based on full payment to RRVCPA of
\$30,016 or greater.

ROBERT J. ROBERTS, DEPUTY COUNTY SURVEYOR

REC'D. BY MAY 10 1991
MMD

JANUARY 1, 1957



SURVEYOR'S CERTIFICATE:

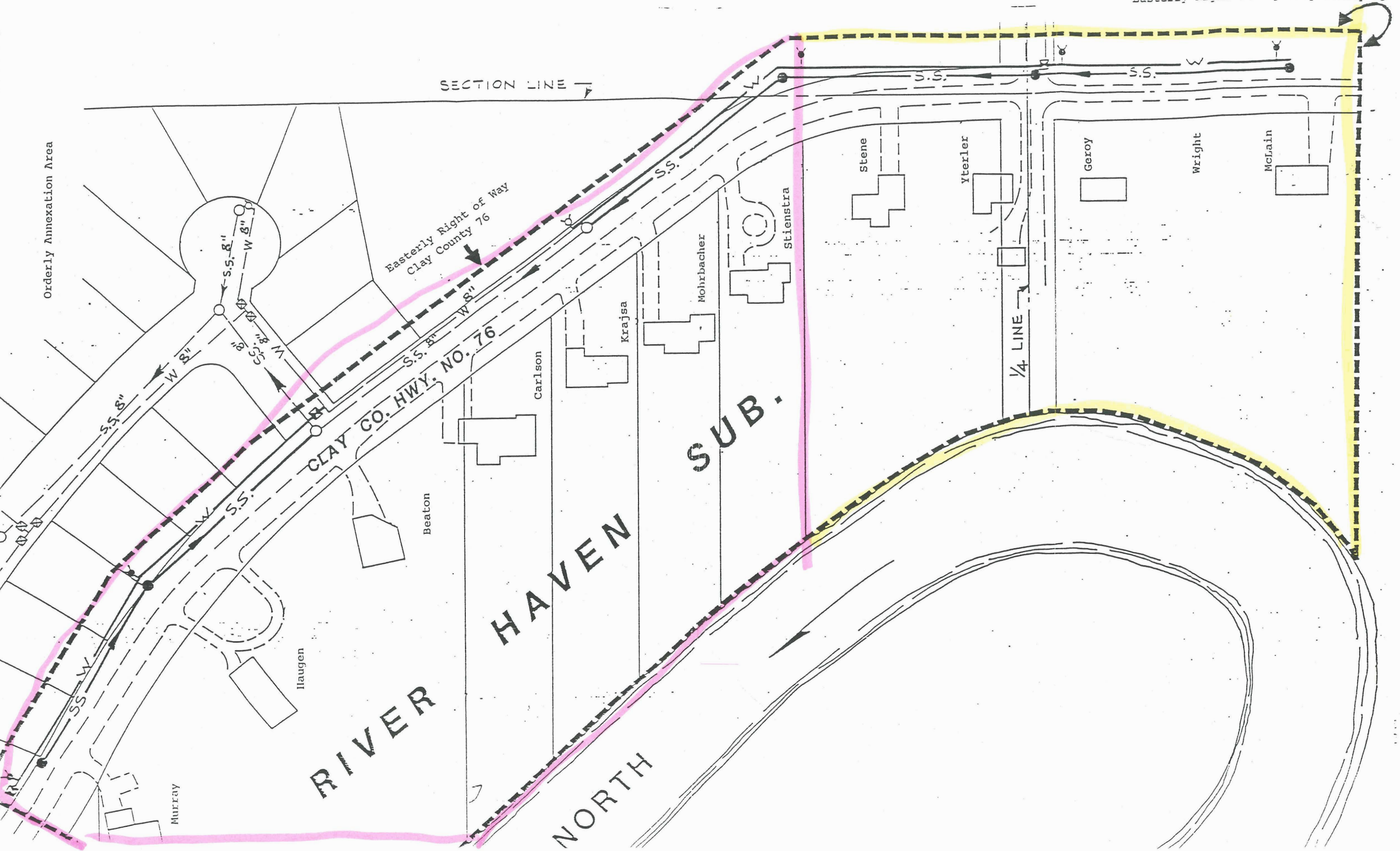
I, Robert J. Roberts, Deputy County Surveyor, Clay County, Minnesota, do hereby certify: that I have surveyed the tract of land described herein and shown on the attached plat; that the attached plat is a true representation of said survey; that monuments for the guidance of future surveys have been placed as shown on the attached plat; that there are no encroachments from within or from without; and that the exterior boundary of said tract of land is described as follows:

A tract of land lying in the northeast one-quarter of Section 30, Township 139 North, Range 48 West of the Fifth Principal Meridian, and more particularly described as follows:

Beginning at a point which lies at the intersection of the east bank of the Red River of the North and a line which is parallel to and 1587.78 feet south of the north line of Section 30, Township 139 North, Range 48 West of the Fifth Principal Meridian, said 1587.78 feet being measured along the east line of said Section 30; thence east along said parallel line a distance of 503.00 feet, more or less, to a point of intersection with the west Right-of-Way line of Clay County Highway #65; thence southeasterly along said Right-of-Way line to a point which lies 264.00 feet north and 57.58 feet west of the east one-quarter corner of said Section 30, said 264.00 feet being measured along the east line of said Section 30 and said 57.58 feet being measured parallel to the east-west quarter line of said Section 30; thence west a distance of 459.00 feet, more or less, to a point of intersection with the east bank of the Red River of the North, said 459.00 feet being measured parallel to the east-west quarter line of said Section 30; thence northwesterly along the east bank of the Red River of the North to the point of beginning. Said tract of land contains 9.42 acres, more or less.



Robert J. Roberts
Robert J. Roberts



BIKE/PEDESTRIAN
EASEMENT

REC'D. BY
NAME MAY 09 1991

