

REC'D. BY MAR 17 1995
MAY 10

JOINT RESOLUTION OF THE CITY OF GOODVIEW
AND THE TOWNSHIP OF WINONA AS TO THE
ORDERLY ANNEXATION OF PROPERTY

WHEREAS, the Minnesota Municipal Board, as created by Minnesota Statutes §414.01, has jurisdiction over certain annexation and orderly annexation issues; and

WHEREAS, the City of Goodview ("Goodview") and the Township of Winona ("Township") desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statute § 414.0325, Subdivision 1; and

WHEREAS, Goodview and the Township are in agreement to the orderly annexation of certain lands described herein for the purpose of orderly, planned growth; and

WHEREAS, Goodview makes wastewater treatment services available to its residents and Goodview is able and willing to provide the necessary governmental services, including wastewater treatment, to that portion of the Township to be annexed; and

WHEREAS, Goodview seeks to avoid future environmental problems by developing comprehensive land use planning and controls for that area of the Township to be annexed, so that a long-term environmentally sound solution can be implemented for providing municipal sanitary sewer service and other needed governmental services to that area of the Township to be annexed in a cost effective manner; and

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

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City of Goodview, Winona County, Minnesota, and the Township of Winona, Winona County, Minnesota, as follows:

1. That upon approval by the respective governing bodies of Goodview and the Township, this joint resolution and agreement shall confer jurisdiction upon the Minnesota Municipal Board ("Municipal Board") so as to accomplish the orderly annexation of the lands described in the attached Exhibit A in accordance with the terms of this joint resolution and agreement.

2. The following described lands will hereinafter be described as the annexation area and said property is properly subject to orderly annexation pursuant to Minnesota Statute Section 414.0325, Subd. 1. The parties hereto do hereby designate this

area as in need of orderly annexation as provided by statute; this area consists of approximately 4,583 acres and is legally described as follows, to-wit:

See attached Exhibit "A"

3. Goodview and the Township mutually state ~~that no alteration~~ by the Municipal Board to the boundaries as described on Exhibit A (the "orderly annexation area") is appropriate or permitted.

4. The parties acknowledge that Goodview is capable of providing municipal services, such as sanitary sewer and water to said orderly annexation area.

5. For all property annexed to Goodview pursuant to this Resolution, the property tax rate for said property will increase to Goodview's tax rate beginning with taxes payable in 1996, and all 1996 and future year's taxes collected from the orderly annexation area shall belong to Goodview.

6. The Township and Goodview agree that property tax revenues collected in 1995 by the Township from the property described in Exhibit A shall be forwarded to Goodview on a prorated basis such that Goodview shall receive said taxes in an amount proportionate to the number of days in 1995 which said property is in Goodview divided by 365 days. The Township shall also forward to Goodview a portion of the HACA and LGA it receives in 1995 proportionate to the 1995 assessor's market valuation of all of the property in the orderly annexation area divided by the 1995 assessor's market valuation of all of the property within the Township immediately prior to the date of this orderly annexation agreement, and further multiplying the resulting figure by the number of days in 1995 which the orderly annexation area will be contained within Goodview and dividing the product of said multiplication by 365.

7. Goodview also agrees to pay the Township a portion of the service contract costs for which the Township is obligated as of the date of this agreement (including fire service, road maintenance and other such service contracts), said portion to be determined by multiplying the cost of the service contract by the 1995 assessor's market valuation of all of the property in the orderly annexation area divided by the 1995 assessor's market valuation of all of the property within the Township immediately prior to the date of this orderly annexation agreement, and further prorating the resulting figure over the remaining life of the contract such that Goodview bears no cost for said service provided prior to the annexation effectuated by this agreement.

8. The Township and Goodview agree that all debt of the Township, whether bonded indebtedness, certificates of indebtedness

or contractual debt (including any contractual payments owed to Winona Excavating Co.), shall remain with the remainder of the Township, and that Goodview assumes no liabilities whatsoever of the Township. The Township, its successors and assigns, agree to hold Goodview harmless from any claims the Township or any third parties may have against Goodview relating to said debt.

9. The Township, its successors and assigns also agree to indemnify Goodview for any claims which may be made against Goodview which arise as a result of Township action or inaction within the orderly annexation area prior to the finalization of the annexation of the orderly annexation area.

10. The Township and Goodview agree that ownership of the property located on Old Goodview Road owned by the Township (which the Township intended for construction of a treatment facility and a drain field) shall remain with the Township, but the Township hereby agrees to sell said property at fair market value (based upon residential use), with Goodview to receive a portion of the net proceeds of said sale equal to the percentage of the 1995 assessor's market valuation of all of the property in the orderly annexation area divided by the 1995 assessor's market valuation of all of the property within the Township immediately prior to the date of this orderly annexation agreement. The net proceeds shall be the sale price of the property less any selling expenses and less any outstanding Township debt arising from the use or attempted use of said property which still exists after the proceeds of the sale of the excavated dirt (described below) have been applied to said debt. The parties agree that the excavated dirt on said property shall remain the property of the Township. The Township shall sell and remove said dirt by September 30, 1996, unless the parties agree to extend the time for said removal. Any proceeds from the sale of said dirt shall remain with the Township and shall be applied first to any outstanding debt which was incurred as a result of the use or attempted use of said property.

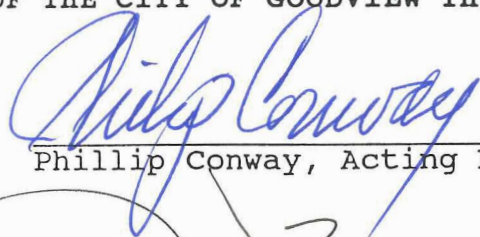
11. The Township agrees to provide Goodview for its review with an audit of the Township's accounts as soon as reasonably possible. Said audit is to be paid for exclusively by the Township. Goodview reserves the right to petition the Municipal Board for detachment of said lands described in Exhibit A and the Township agrees not to oppose said petition in the event the audit reflects material information inconsistent with verbal representations made by the Township to Goodview in relation to the Township's financial position.

12. Expenses and costs incurred by this Joint Resolution project, such as consultants, surveyors and construction costs, shall be negotiated at a later date by Goodview and the Township. Other costs associated with this action, such as Municipal Board fees and the like, shall be shared equally by Goodview and the Township.

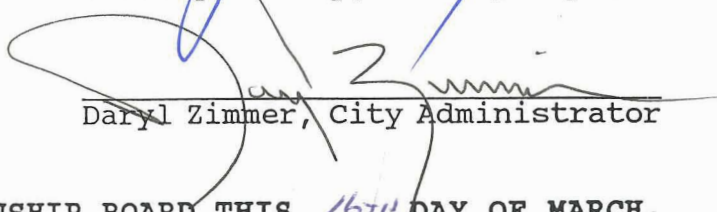
REC'D. BY
MAR 17 1995

13. Having designated the area described on Exhibit A as in need of orderly annexation, and having provided for all of the conditions of its annexation within this document, the parties to this agreement agree that no consideration by the Municipal Board is necessary. As such, the Municipal Board may review and comment, but shall, within thirty (30) days of the date of receipt of this Joint Resolution for Orderly Annexation, order the annexation of the lands described in Exhibit A in accordance with the terms of this Joint Resolution.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOODVIEW THIS 16th
DAY OF MARCH, 1995.



Phillip Conway, Acting Mayor

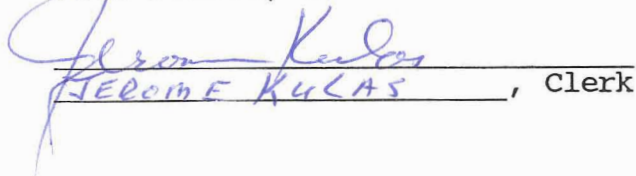


Daryl Zimmer, City Administrator

ADOPTED BY THE WINONA TOWNSHIP BOARD THIS 16th DAY OF MARCH,
1995.



Paul Double, Chairman



Jerome Kulas, Clerk

EXHIBIT A

REC'D. BY
MAR 17 1995

PROPERTY TO BE ANNEXED TO THE CITY OF GOODVIEW
FROM THE TOWNSHIP OF WINONA

The following properties are to be annexed to the City of Goodview from the Township of Winona pursuant to the Joint Resolution to which this Exhibit A is attached:

AREA 2

That part of Section 29 and of Section 30, Township 107, Range 7, Winona County, Minnesota, lying southerly and westerly of the existing southerly City of Winona corporate limits line as it exists in said Sections 29 and 30.

And

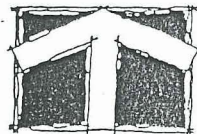
Section 31 and Section 32, Township 107, Range 7, Winona County, Minnesota, except the East Half of the Northeast Quarter of said section 32.

The area of the above described property lying in Sections 29,30,31,32, T.107,R.7, is approximately 1600 acres.

CITY OF GOODVIEW / WINONA TOWNSHIP
BOUNDARY MAP

REC'D. BY MAR 17 1995
MMB
REC'D. BY MAR 28 1995
MMB
CITY OF GOODVIEW
WINONA TOWNSHIP
AREA TO BE ANNEXED
AND SERVED (Area #2)

NORTH



SCALE: 1"=3000'

SOURCE: UNITED STATES GEOLOGICAL SURVEY MAP

