

To: HONORABLE MAYOR AND CITY COUNCIL.

FROM: Dave Maroney, Director of Economic Development and Planning.

SUBJECT: Third and Cannon Street Infrastructure.

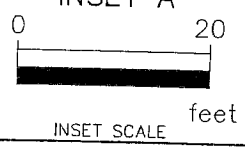
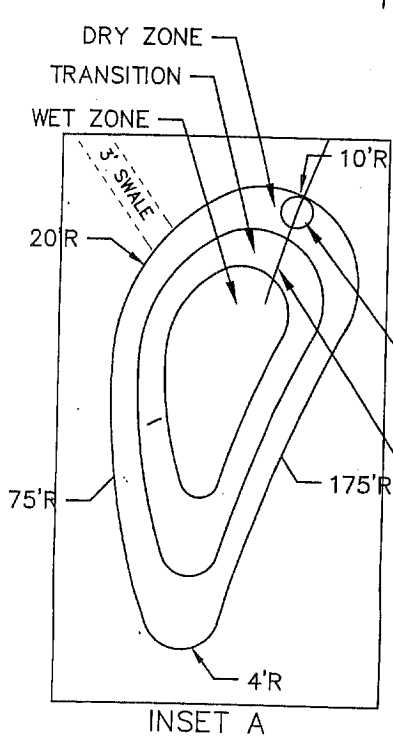
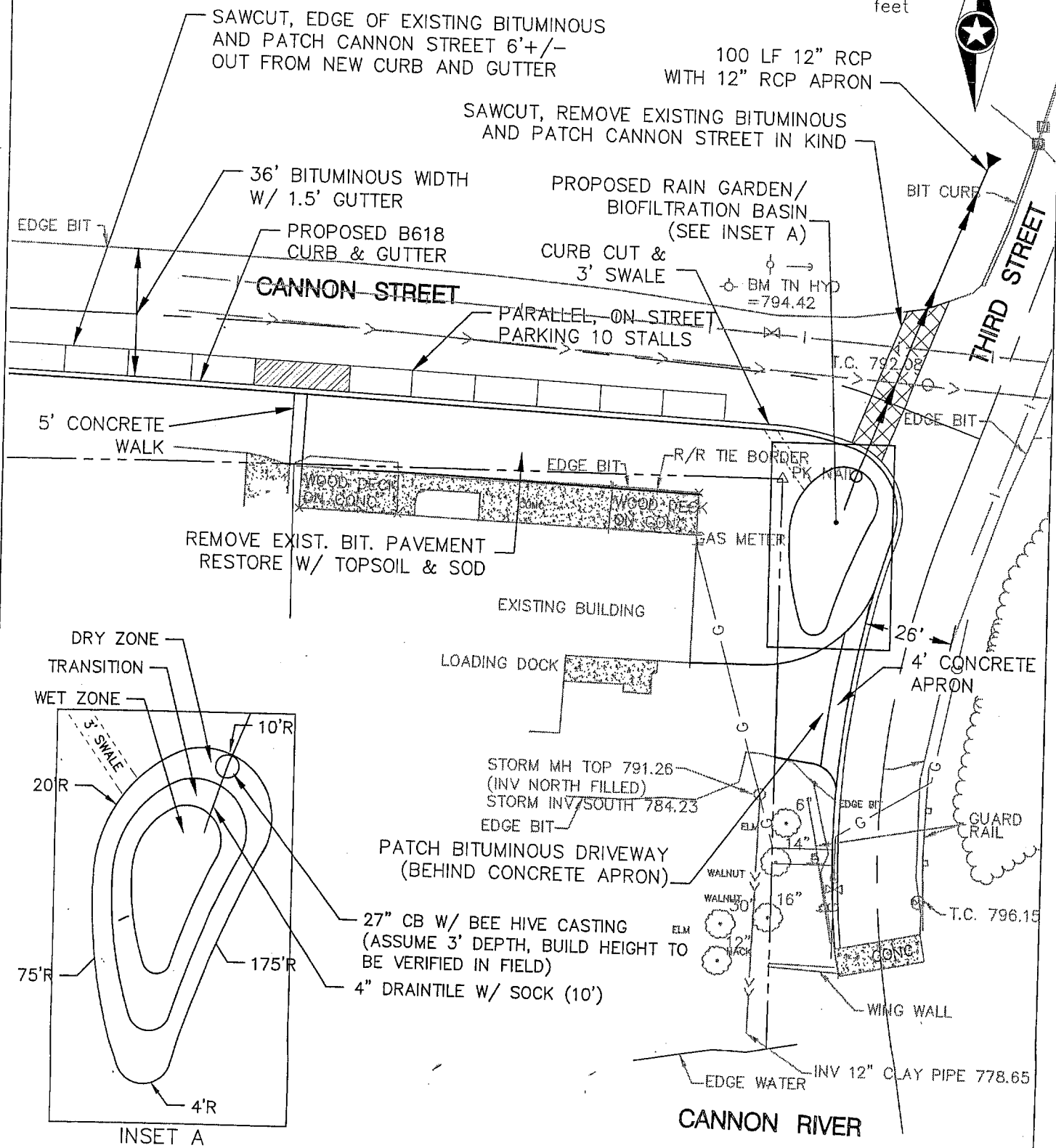
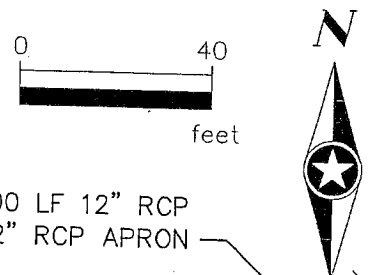
DATE: June 25, 2014.

BACKGROUND.

Last September the City of Cannon Falls was awarded a \$15,000 grant from the State of Minnesota (DEED) to assist with financing infrastructure improvements adjacent to Raw Bistro. Costs associated with the storm drainage, street and traffic control improvements will be paid by: (a) the DEED grant; (b) a \$10,800 special assessment (Patricia G. Greene, Raw Bistro); and (c) the City of Cannon Falls. The accompanying *Drawing No. 1* illustrates details of the construction project.

REQUESTED COUNCIL ACTION.

The City Council is asked to approve the Resolution adopting the public improvement and special assessment agreement as recommended by the Public Works Commission.



SEH

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FILE NO.
123363

DATE:
8/23/13

3RD STREET AND CANNON STREET IMPROVEMENTS
CANNON FALLS, MINNESOTA

DRAWING NO. 1

**CITY OF CANNON FALLS
GOODHUE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2083

**A RESOLUTION ADOPTING THE PUBLIC IMPROVEMENT
AND SPECIAL ASSESSMENT AGREEMENT**

WHEREAS, the City has received a signed Public Improvement and Special Assessment Agreement (“Agreement”) from property owner Patricia G. Greene waiving all applicable assessment procedural requirements and requesting to be assessed for the cost of making infrastructure improvements along Third and Cannon Streets adjacent to Raw Bistro benefitting two parcels described as PID 52.100.4380 and PID 52.100.4370 with said Agreement attached hereto as Exhibit “A”; and

WHEREAS, the City has reviewed the Agreement and has determined that the request and the proposed improvements to Third and Cannon Streets under the terms and conditions specified in the Agreement are in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cannon Falls, Minnesota:

1. The Agreement is hereby approved. The Mayor and City Administrator are authorized and directed to sign the Agreement.
2. The Agreement and the assessment provided therein is hereby accepted and shall constitute the special assessment against the lands named therein and each tract of land therein included is hereby found to be benefitted by the proposed improvements in the amount of the assessment levied against it.
3. The property owner identified within the Agreement may, at any time prior to certification of the assessment to the County, pay the whole of the assessment on such property to the City, except that no interest shall be charged if the entire assessment is paid prior to certification of the assessment. The owner may at any time thereafter pay the City the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. Such payment must be made before November 30 or interest will be charged through December 31, of the next succeeding year.
4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County to be extended on the proper tax lists of the County and such assessment shall be collected and paid over in the same manner as other municipal taxes.

5. The cost of the improvements assessed by this Resolution shall be as identified in the Agreement. Terms of the assessment shall be as provided in the Special Assessment Agreement.
6. The cost of the public improvements that exceed the assessment amount represented by the Agreement will be paid by the City of Cannon Falls.

ADOPTED this 1st day of July, 2014, by the City Council of the City of Cannon Falls, Minnesota.

CITY OF CANNON FALLS

BY: _____
Lyman M. Robinson, Mayor

ATTEST:

Ronald S. Johnson, City Administrator

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT dated _____, 2014, by, between, and among the **CITY OF CANNON FALLS**, a Minnesota municipal corporation ("City") and Patricia G. Greene, ("Fee Owner").

RECITALS

A. Fee Owner owns certain real property located in the City of Cannon Falls, County of Goodhue, State of Minnesota, legally described on the attached Exhibit "A" ("Subject Property").

B. Fee Owner has requested that the City construct street, storm drainage and traffic control improvements along Third and Cannon Streets adjacent to Raw Bistro as recommended by the City Engineer to benefit the Subject Project ("Public Improvements").

C. Fee Owner has requested that the Subject Property be assessed for the Public Improvements subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. PUBLIC IMPROVEMENTS. The City will construct the Public Improvements to serve the Subject Property.

2. SPECIAL ASSESSMENT. The City will assess the Subject Property \$10,800 to engineer and construct the Public Improvements. The special assessment shall be deemed adopted on the date this Agreement has been signed by all parties. The assessment shall be spread without deferment over a ten (10) year period in equal annual installments, together with interest of five percent (5%) per year on the unpaid balance. The first installment shall be payable with taxes paid in 2015.

3. WAIVER. The Fee Owner, their successors and assigns, waive any and all procedural and substantive objections to the Public Improvements and special assessment, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Fee Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

4. RELEASE. The Fee Owner, their successors and assigns, hereby unconditionally release and forever discharge the City, its elected officials, employees, agents and insurers from any and all claims and causes of action of whatever kind or nature that is in anyway connected with or related to the Public Improvements, including mapping errors.

5. **RECORDING.** This Agreement shall run with the land and may be recorded against the title to the Subject Property.

CITY OF CANNON FALLS

By: _____
Robby Robinson, Mayor

(SEAL)

By: _____
Ron S. Johnson, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF GOODHUE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Robby Robinson and by Ron S. Johnson, respectively the Mayor and City Administrator of the City of Cannon Falls, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

FEE OWNER:

STATE OF MINNESOTA)
)ss.
COUNTY OF GOODHUE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Patricia G. Greene, Fee Owner.

Notary Public

EXHIBIT "A"

SPECIAL ASSESSMENT AGREEMENT

Legal Description of Subject Property

PID 52.100.4380 and PID 52.100.4370