

**TO: MAYOR AND CITY COUNCIL**

**FROM: LANELL ENDRES, INTERIM CITY ADMIN/FINANCE DIRECTOR**

**SUBJECT: APPROVE SPECIAL ASSESSMENT AGREEMENTS**

**MEETING DATE: NOVEMBER 13, 2018**

### **BACKGROUND**

At the August 21 meeting, the City Council approved the draft agreement for residents requesting to replace their water and/or sanitary sewer service lines during the construction of the East Side II Improvement Project. As a result, letters were sent to property owners who had shared service lines or lead water services. Two property owners have come forward requesting approval of the special assessment agreements due to shared service lines. The agreements are attached.

The assessment would be assessed under the same terms as the East Side II Improvement Project in that the assessment would be for 15 years with 5.25% annual interest.

### **STAFF RECOMMENDATION**

I would recommend the Council approve the two Special Assessment Agreements.

### **REQUESTED COUNCIL ACTION**

I respectfully request a motion to approve the two Special Assessment Agreements as outlined above.

Attachment(s):  
Special Assessment Agreements

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 7 day of Nov., 2018, by and between the **CITY OF CANNON FALLS**, a Minnesota municipal corporation ("City") and Sandra Thompson (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 4, Block 73, CECHADH Goodhue County, Minnesota, having a street address of 607 Minnesota St E, Cannon Falls, Minnesota (the "Subject Property"). 50-140-1340

B. The Property Owner has requested to replace the existing water line from neighboring property to the right-of-way line on the Subject Property ("Public Improvement") in conjunction with City Project No. CANNO 145390 (2018 Public Improvements).

C. Property Owner has received a quote for the public improvement and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

1. **PUBLIC IMPROVEMENT.** The Property Owner received a quote of \$ 4,974.00 (the "Project Cost") from Holt Construction (the "Contractor") to construct the Public Improvement. Property Owner will enter into a contract with the Contractor to construct the Public Improvement. After the work has been completed and City receives the invoice and a lien waiver for the work performed, the City will pay the Contractor \$ 4974.00.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$ 4974.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. CANNO 145390 (up to 15 years at 5.25% interest). The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. CANNO 145390, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF CANNON FALLS

BY: \_\_\_\_\_  
Lyman M. Robinson, Mayor

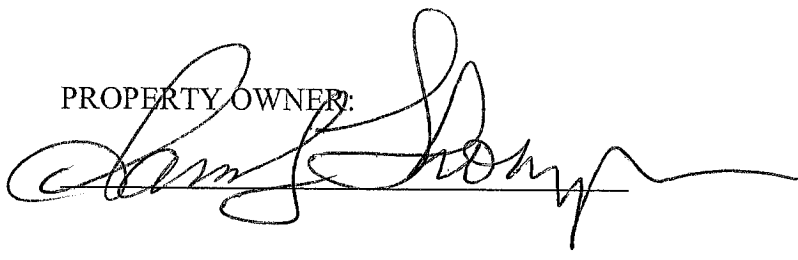
AND: \_\_\_\_\_  
Lanell Endres, Interim City Administrator

STATE OF MINNESOTA    )  
                                  )ss.  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Lyman M. Robinson and by Lanell Endres, respectively the Mayor and Interim City Administrator of the City of Cannon Falls, a Minnesota municipal corporation, on behalf of the corporation pursuant to the authority granted by its City Council.

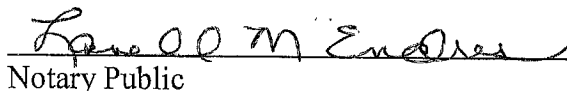
\_\_\_\_\_  
Notary Public

PROPERTY OWNER:

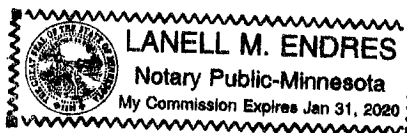
  
\_\_\_\_\_

STATE OF MINNESOTA    )  
                                  )ss.  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this 7 day of Nov., 2018, by Sandra Thompson and \_\_\_\_\_, ~~husband and wife~~, sole owner

  
Notary Public

DRAFTED BY:  
CAMPBELL KNUTSON, P.A.  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, MN 55121  
612-452-5000




Holt Construction  
 30998 85th Ave. Way  
 Cannon Falls, MN 55009  
 507-263-4397

# Invoice

Date	Invoice #
11/1/2018	2115

Bill To
Sandy Thompson 607 E Minnesota St. Cannon Falls, MN 55009

P.O. No.	Terms
	Due on receipt

Item	Description	Qty	Rate	Amount
	CONNECT CITY WATER & SEWER			
4" Sch 40 PVC / ft		85	2.60	221.00
4" DWV Street 45		2	9.00	18.00
4" DWV Coupling		1	7.00	7.00
4" Clay x 4" Plastic Adapter		1	28.00	28.00
6" Plastic X 4" Plastic Adpt		1	23.00	23.00
1" 200# Poly Water Line		90	3.50	315.00
3/4" X 1" Comp Coupling		1	28.00	28.00
1" Flare X Comp. Adpt.		1	34.00	34.00
Tracer Wire			130.00	130.00
Supplies			50.00	50.00
Mini Excavator / Hr.		16	115.00	1,840.00
Tracked Loader		6	115.00	690.00
Labor / hr		18	75.00	1,350.00
Grass Seed			90.00	90.00
Permit Fee			150.00	150.00
It's been a pleasure working with you!			<b>Total</b>	<b>\$4,974.00</b>

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 7 day of Nov, 2018, by and between the **CITY OF CANNON FALLS**, a Minnesota municipal corporation ("City") and Diane Dierke (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 2, Block 77, Cecil Ave Goodhue County, Minnesota, having a street address of 221 E Minn St, Cannon Falls, Minnesota (the "Subject Property"). 52-140-1470

B. The Property Owner has requested to replace the existing water line from neighboring property to the right-of-way line on the Subject Property ("Public Improvement") in conjunction with City Project No. CANNO 145390 (2018 Public Improvements).

C. Property Owner has received a quote for the public improvement and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

1. **PUBLIC IMPROVEMENT.** The Property Owner received a quote of \$ 2,993.00 (the "Project Cost") from Holt Construction (the "Contractor") to construct the Public Improvement. Property Owner will enter into a contract with the Contractor to construct the Public Improvement. After the work has been completed and City receives the invoice and a lien waiver for the work performed, the City will pay the Contractor \$ 2,993.00

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$ 2,993.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. CANNO 145390 (up to 15 years at 5.25% interest). The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. CANNO 145390, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF CANNON FALLS

BY: \_\_\_\_\_  
Lyman M. Robinson, Mayor

AND: \_\_\_\_\_  
Lanell Endres, Interim City Administrator

STATE OF MINNESOTA   )  
                                  )ss.  
COUNTY OF GOODHUE   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Lyman M. Robinson and by Lanell Endres, respectively the Mayor and Interim City Administrator of the City of Cannon Falls, a Minnesota municipal corporation, on behalf of the corporation pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public

PROPERTY OWNER:

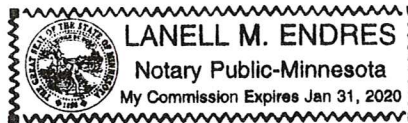
Diane H. Dierke  
\_\_\_\_\_

STATE OF MINNESOTA   )  
                                  )ss.  
COUNTY OF GOODHUE   )

The foregoing instrument was acknowledged before me this 7 day of November, 2018, by Diane Dierke and \_\_\_\_\_, husband and wife. sole owner.

Lanell M Endres  
\_\_\_\_\_  
Notary Public

DRAFTED BY:  
CAMPBELL KNUTSON, P.A.  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, MN 55121  
612-452-5000





Copy

Holt Construction  
30998 85th Ave. Way  
Cannon Falls, MN 55009  
507-263-4397

# Invoice

Date	Invoice #
10/26/2018	2113

Bill To
Diane Dierke 221 E. Minnesota St. Cannon Falls, MN 55009

P.O. No.	Terms
	Due on receipt

Item	Description	Qty	Rate	Amount
	CONNECT TO CITY WATER			
1" 200# Poly Water Line		100	3.50	350.00
3/4" Brass Compresion Coupling		2	35.00	70.00
3/4" X 1" Compression Coupli...		1	38.00	38.00
Machine/Labor			2,150.00	2,150.00
Permit Fee			150.00	150.00
2" Polystyrene 4x8 Sheet	Insulation Over Pipe	2	35.00	70.00
Grass Seed			90.00	90.00
Black Dirt Per Yard		3	25.00	75.00
Thank you for your business.			<b>Total</b>	<b>\$2,993.00</b>