

**TO: MAYOR AND CITY COUNCIL**

**FROM: NEIL JENSEN City Administrator**

**SUBJECT: Resolution 2500 Approving the Reapportionment of Assessments  
Upon Land**

**MEETING DATE: August 18, 2020**

**BACKGROUND:**

Andy Hines from MN Woodcraft is subdividing a small parcel of land from Rymer Companies (Cannon Mall Property) to put an addition on his building. There is assessment on the Cannon Mall property and Mr. Rymer is going to keep 100% of the assessments on the existing property parcel #52.719.3000. In order to complete the transaction City Council will need to approve Resolution 2500 doing a reapportionment of assessments upon land in the city. The existing parcel will be sufficient to absorb the remaining assessment without creating a problem for the city.

**STAFF RECOMMENDATION**

Please approve Resolution 2500 so Mr. Hines can split a piece of property of the Cannon Mall parcel and build an addition onto his existing building.

**REQUESTED COUNCIL ACTION**

Make a motion to approve Resolution 2500, Approving the Reapportionment of Assessments Upon Land.

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

**RESOLUTION NUMBER 2500**

**RESOLUTION APPROVING THE  
REAPPORTIONMENT OF ASSESSMENTS UPON LAND**

**WHEREAS**, Minnesota Statutes § 429.071, Subd. 3, provides that when a tract of land against which a special assessment has been levied is thereafter divided or subdivided by plat or otherwise, the City Council may, on application of the owner of any part of the tract or on its own motion equitably apportion among the various lots or parcels in the tract all the installments of the assessment against the tract remaining unpaid and not then due if it determines that such apportionment will not materially impair collection of the unpaid balance of the original assessment against the tract, and

**WHEREAS**, as part of a request for subdivision and plat approval, the City of Cannon Falls has received an application for apportionment from the owner of land to be subdivided, and

**WHEREAS**, in this application the owner has requested that all installments of the assessment remaining unpaid be apportioned to the currently existing lot, and no portion of the installments remaining unpaid be apportioned to the newly-created lot following subdivision, and

**WHEREAS**, the owner has applied for this apportionment and has agreed to execute an Assessment Agreement stating that this apportionment is occurring at the request of the owner and the owner does not appeal this apportionment, and

**WHEREAS**, the City Council has evaluated the requested apportionment and determined that the action will not materially impair collection of the original assessment.

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

1. The City Council of the City of Cannon Falls hereby approves the landowner's request for apportionment of the original assessment and waiver of any appeal rights under Minnesota Statutes § 429.081.
2. The City of Cannon Falls hereby apportions one hundred percent (100%) of the installments of the original assessment remaining unpaid and not yet due, in the amount of seventeen thousand three hundred thirty one and 84/100ths (\$ 17,331.84), against the remainder of the existing parcel following subdivision, PIN #52.719.3000.
3. Apportionment of the remaining Special Assessment is hereby approved and the assessment allocated, adopted and made payable pursuant to the terms of the Special Assessment Agreement attached hereto as Exhibit A.

4. The owner of the subject property may, at any time prior to certification of the apportionment to the County Auditor, pay the whole of the assessments on such property, with interest accrued to the date of payment.
5. The City Administrator shall forthwith transmit a certified duplicate of this apportionment of assessment and Assessment Agreement to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of August, 2020, by the City Council of the City of Cannon Falls, Minnesota.

**CITY OF CANNON FALLS**

By: \_\_\_\_\_  
John O. Althoff, Mayor

ATTEST:

\_\_\_\_\_  
Neil L. Jensen, City Administrator

## **SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF CANNON FALLS**, a Minnesota municipal corporation (“City”) and **Cannon Falls Mall Inc**(“Property Owner”).

### **RECITALS**

A. Property Owner is the owner of real property located in the City of Cannon Falls, Goodhue County, Minnesota, as legally described as PIN # 52.719.3000 (the “Subject Property”).

B. The Property Owner has entered into an agreement with a purchaser to subdivide and sell a segment (“Parcel A”) of the Subject Property and the Owner will continue to own the remainder of the Subject Property (“Parcel B”). Parcel B is legally described as PIN 52-719.3000.

C. There is an existing special assessment on the Subject Property.

D. The Property Owner has requested that the City apportion the special assessment on the whole of the Subject Property to be apportioned to Parcel B only.

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

**1. SPECIAL ASSESSMENT.** The City will apportion all remaining payments on the existing special assessment in the amount of \$17,331.84 against Parcel B. The apportionment of the assessment shall be deemed adopted on the date this Agreement has been signed by all parties.

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

**3. RELEASE.** Property 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 any way connected with or related to this apportionment of the existing special assessment.

**4. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon Property Owner and their successors and assigns. This Agreement shall run with the land and may be recorded against the title to Parcel B of the Subject Property.

**CITY OF CANNON FALLS**

BY: \_\_\_\_\_  
John Althoff, Mayor

AND: \_\_\_\_\_  
Neil Jensen, City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **John Althoff** and **Neil Jensen**, 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

**OWNER: Cannon Falls Mall Inc.**

BY: \_\_\_\_\_

Its

STATE OF MINNESOTA     )  
   )ss.  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:  
**Campbell Knutson,**  
*Professional Association*  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, Minnesota 55121  
DSK