



City Council Memorandum

To: Mayor Fasbender & City Councilmembers

From: City Administrator Dan Wietecha

Date: September 7, 2021

Item: Water Service Lines Repair – Assessment Request

Council Action Requested:

Approve assessment agreements for 420, 422, 424, 426, 428, and 430 Cari Park Lane

Background Information:

A six-unit townhome (420, 422, 424, 426, 428, 430 Cari Park Lane) has requested to participate in the City's water service line assessment program. There are seven services, one for each unit plus a common irrigation line. Although only one line is leaking now, they have had a history of leak problems. The homeowners association does not have sufficient reserves to complete the work.

The proposal would replace all the service lines as well as separate them inside the building. Building Official Travis Dunn and Public Works Superintendent Mark Peine have reviewed the proposed repair and met with the plumber. The cost is \$27,000 and would be allocated evenly across the six units.

Financial Impact:

No applicable

Committee Discussion:

Not applicable

Attachments:

- Homeowners Association Request
- Assessment Agreements



City Financing Program for Sewer & Water Service Repair Work

1. Contractor can begin work at any time, but City does not pay bill until Steps 2-7 are complete.
2. Property owner submits a simple request to the City Public Works Department (attention to Public Works Director – contact information below). Three to five sentences is adequate, covering the nature of the request and the expected costs. Contractor estimates are desirable, but not mandatory up front. The request can be emailed.

Attn: Public Works Director
 1225 Progress Drive
 Hastings, MN 55033
 (651) 480-6185

3. Submit signed Acknowledgement form indicating understanding that all information involved is public record
4. City prepares documents necessary for City Attorney to draft agreement forms
 - Request Letter/Email
 - Contractor Estimates
 - Property Information
5. City Attorney Drafts Assessment Agreement & Waiver of Assessment Appeal forms
 - ***NOTE: A copy of the final contractor invoice with an actual final cost figure will be necessary to complete this agreement.***
6. Property owner signs agreement and waiver form
7. City pays contractor
8. City Council makes formal approval on consent agenda
9. Amount is assessed against property and becomes payable on property tax statement in Spring of following year:
 - 5 year term if < \$10,000
 - 10 year term if > \$10,000
 - Interest rate is the same as City infrastructure project interest rate for the year in which the assessment is finalized. In 2019, the rate was 3.34%.

Cari Park HOA
Cari Park Homeowner's Association

August 14, 2021

Attn: Public Works Directors
1225 Progress Drive
Hastings, MN 55033

Dear Sir/Madam:

I / we are requesting the City of Hastings help out the homeowners at Cari Pak Association with an emergency water service repair. Over the past two years our association has paid over \$15,000 in water service repairs to Bauer Services. Our main water supply piping is in need of immediate replacement. The pipes are old and breaking more frequently and if not replaced will cause permanent damage to our foundations and homes. Any help from the City of Hastings would be appreciated in these replacements.

We have been made aware of City Financing for Sewer and Water Service repair work.

We would be most appreciative if the City of Hasting could finance this repair. I understand the repairs would be payable on my property tax statement.

I hereby consent to that charge of \$4500.00 to be assessed over a five year period.

Sincerely



Robert N. Hughes

424 Cari Park Lane

My Contact info : __

phone # 651-399-8967

email bob.hughes16@gmail.com



Bauer Services of Welch, LLC

Aaron Bauer

26469 130th Ave

Welch, MN 55089

651-246-9153

bauerservices@hotmail.com

DATE: August 11, 2021

FOR: Ed Burek

ESTIMATE # 8112021

Ed Burek

P.O. Box 240413

Apple Valley, MN 55124

edburek123@aol.com

1-612-759-2062

DESCRIPTION

AMOUNT

Estimate To Replace 6 Water Services At
420, 422, 424, 426, 428, 430 Cari Park Hastings, MN 55033

~ Permits - Locates - Directional Drilling - Excavating - Plumbing - Materials - Labor

\$31,000.00

Total Estimate \$31,000.00

Thank You For Considering Our Business!

Please feel free to contact Aaron Bauer with any questions regarding this estimate at 651-246-9153 or at bauerservices@hotmail.com.

**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this _____ day of September, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Becky Chambers, a single person (the “Owner”).

RECITALS

- A. Owner is the fee owner of a parcel located at 420 Cari Park Lane, in the City of Hastings, Dakota County, Minnesota, legally described as:
 - Unit No. 420, CIC No. 178, Cari Park Apartments, Dakota County, Minnesota.
 - PID: 19-16400-10-420
 - Abstract Property(“Subject Property”).
- B. The City has found that certain repairs to the private water service are required.
- C. The Owner will cause the construction of the required private water service repairs.
- D. The Owner has requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.
- E. The Owner acknowledges that the required private water service repairs will benefit the Subject Property.

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

1. PRIVATE WATER SERVICE REPAIRS. The Owner will hire and approve a contractor of their choice to construct private water service repairs (“Improvements”) that serve the Subject Property.

2. SPECIAL ASSESSMENTS. The City agrees to advance the funds necessary for the water line repairs in return for Owner’s agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owner agrees to pay one hundred percent (100%) of the cost of the Repairs through the assessment process. The City will assess the Subject Property the following principal amount for the Repairs: \$5,166.67 (“Assessment Amount”). The Assessment Amount shall be deemed adopted on the date this Agreement is signed by the City. The Assessment Amount shall be paid over a 5-year period without deferment, together at a rate of 3.34% interest on the unpaid balance. Interest shall begin accruing thirty (30) days after the City Council’s approval of this Agreement. The Owner further agrees that the Assessment Amount may be exceeded if the increases are a result of requests made by the Owner or otherwise approved by the Owner in a subsequent written document. The first installment shall be due and payable with first half of property taxes in 2022. Owner further agrees that the City can assess an additional \$150.00 to offset the City’s administrative fees related to the preparing, certifying and recording the assessment.

3. WAIVER OF APPEAL. Owner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Subject Property up to the Assessment Amount. The Owner hereby waives all rights to assessment notices, hearings, appeals, and procedural and substantive objections and all other rights pursuant to Minn. Stat. §429.061, §429.071 and §429.081 for the special assessment against the Subject Property up to the Assessment Amount, including, but not limited to, any claim that the Assessment Amount against the Subject Property exceeds the benefit to the Subject Property for the Improvement. The Owner acknowledges and agrees that the benefit of the Improvement to the Subject Property does in fact equal or exceed the Assessment Amount. The Owner also acknowledges and agrees that the Subject Property receives a special benefit equal to or exceeding the Assessment Amount.

4. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Owner and the Owner’s successors and assigns. This Agreement may be recorded against the title to the subject property.

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OWNER:

By: _____
Becky Chambers

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by Becky Chambers, a single person.

Notary Public

**This instrument drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
651-451-1831

**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this _____ day of September, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and David Erick Hygrell, Jr., a single person (the “Owner”).

RECITALS

- A. Owner is the fee owner of a parcel located at 422 Cari Park Lane, in the City of Hastings, Dakota County, Minnesota, legally described as:
 - Unit 422, CIC No. 178, Cari Park Apartments, Dakota County, Minnesota.
 - PID: 19-16400-10-422
 - Abstract Property(“Subject Property”).
- B. The City has found that certain repairs to the private water service are required.
- C. The Owner will cause the construction of the required private water service repairs.
- D. The Owner has requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.
- E. The Owner acknowledges that the required private water service repairs will benefit the Subject Property.

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

1. PRIVATE WATER SERVICE REPAIRS. The Owner will hire and approve a contractor of their choice to construct private water service repairs (“Improvements”) that serve the Subject Property.

2. SPECIAL ASSESSMENTS. The City agrees to advance the funds necessary for the water line repairs in return for Owner’s agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owner agrees to pay one hundred percent (100%) of the cost of the Repairs through the assessment process. The City will assess the Subject Property the following principal amount for the Repairs: \$5,166.67 (“Assessment Amount”). The Assessment Amount shall be deemed adopted on the date this Agreement is signed by the City. The Assessment Amount shall be paid over a 5-year period without deferment, together at a rate of 3.34% interest on the unpaid balance. Interest shall begin accruing thirty (30) days after the City Council’s approval of this Agreement. The Owner further agrees that the Assessment Amount may be exceeded if the increases are a result of requests made by the Owner or otherwise approved by the Owner in a subsequent written document. The first installment shall be due and payable with first half of property taxes in 2022. Owner further agrees that the City can assess an additional \$150.00 to offset the City’s administrative fees related to the preparing, certifying and recording the assessment.

3. WAIVER OF APPEAL. Owner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Subject Property up to the Assessment Amount. The Owner hereby waives all rights to assessment notices, hearings, appeals, and procedural and substantive objections and all other rights pursuant to Minn. Stat. §429.061, §429.071 and §429.081 for the special assessment against the Subject Property up to the Assessment Amount, including, but not limited to, any claim that the Assessment Amount against the Subject Property exceeds the benefit to the Subject Property for the Improvement. The Owner acknowledges and agrees that the benefit of the Improvement to the Subject Property does in fact equal or exceed the Assessment Amount. The Owner also acknowledges and agrees that the Subject Property receives a special benefit equal to or exceeding the Assessment Amount.

4. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Owner and the Owner’s successors and assigns. This Agreement may be recorded against the title to the subject property.

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**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this _____ day of September, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Robert N. Hughes, a single person (the “Owner”).

RECITALS

- A. Owner is the fee owner of a parcel located at 424 Cari Park Lane, in the City of Hastings, Dakota County, Minnesota, legally described as:
 - Unit 424, CIC No. 178, Cari Park Apartments, Dakota County, Minnesota.
 - PID: 19-16400-10-424
 - Abstract Property(“Subject Property”).
- B. The City has found that certain repairs to the private water service are required.
- C. The Owner will cause the construction of the required private water service repairs.
- D. The Owner has requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.
- E. The Owner acknowledges that the required private water service repairs will benefit the Subject Property.

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

1. PRIVATE WATER SERVICE REPAIRS. The Owner will hire and approve a contractor of their choice to construct private water service repairs (“Improvements”) that serve the Subject Property.

2. SPECIAL ASSESSMENTS. The City agrees to advance the funds necessary for the water line repairs in return for Owner’s agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owner agrees to pay one hundred percent (100%) of the cost of the Repairs through the assessment process. The City will assess the Subject Property the following principal amount for the Repairs: \$5,166.67 (“Assessment Amount”). The Assessment Amount shall be deemed adopted on the date this Agreement is signed by the City. The Assessment Amount shall be paid over a 5-year period without deferment, together at a rate of 3.34% interest on the unpaid balance. Interest shall begin accruing thirty (30) days after the City Council’s approval of this Agreement. The Owner further agrees that the Assessment Amount may be exceeded if the increases are a result of requests made by the Owner or otherwise approved by the Owner in a subsequent written document. The first installment shall be due and payable with first half of property taxes in 2022. Owner further agrees that the City can assess an additional \$150.00 to offset the City’s administrative fees related to the preparing, certifying and recording the assessment.

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4. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Owner and the Owner’s successors and assigns. This Agreement may be recorded against the title to the subject property.

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**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this _____ day of September, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Justin Roskos, a single person (the “Owner”).

RECITALS

- A. Owner is the fee owner of a parcel located at 426 Cari Park Lane, in the City of Hastings, Dakota County, Minnesota, legally described as:
 - Unit 426, CIC No. 178, Cari Park Apartments, Dakota County, Minnesota.
 - PID: 19-16400-10-426
 - Abstract Property(“Subject Property”).
- B. The City has found that certain repairs to the private water service are required.
- C. The Owner will cause the construction of the required private water service repairs.
- D. The Owner has requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.
- E. The Owner acknowledges that the required private water service repairs will benefit the Subject Property.

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

1. PRIVATE WATER SERVICE REPAIRS. The Owner will hire and approve a contractor of their choice to construct private water service repairs (“Improvements”) that serve the Subject Property.

2. SPECIAL ASSESSMENTS. The City agrees to advance the funds necessary for the water line repairs in return for Owner’s agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owner agrees to pay one hundred percent (100%) of the cost of the Repairs through the assessment process. The City will assess the Subject Property the following principal amount for the Repairs: \$5,166.67 (“Assessment Amount”). The Assessment Amount shall be deemed adopted on the date this Agreement is signed by the City. The Assessment Amount shall be paid over a 5-year period without deferment, together at a rate of 3.34% interest on the unpaid balance. Interest shall begin accruing thirty (30) days after the City Council’s approval of this Agreement. The Owner further agrees that the Assessment Amount may be exceeded if the increases are a result of requests made by the Owner or otherwise approved by the Owner in a subsequent written document. The first installment shall be due and payable with first half of property taxes in 2022. Owner further agrees that the City can assess an additional \$150.00 to offset the City’s administrative fees related to the preparing, certifying and recording the assessment.

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**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this _____ day of September, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Mark Aaron Roberts, a single person (the “Owner”).

RECITALS

- A. Owner is the fee owner of a parcel located at 428 Cari Park Lane, in the City of Hastings, Dakota County, Minnesota, legally described as:

Unit 428, CIC No. 178, Cari Park Apartments, Dakota County, Minnesota.

PID: 19-16400-10-428

Abstract Property

 (“Subject Property”).
- B. The City has found that certain repairs to the private water service are required.
- C. The Owner will cause the construction of the required private water service repairs.
- D. The Owner has requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.
- E. The Owner acknowledges that the required private water service repairs will benefit the Subject Property.

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

1. PRIVATE WATER SERVICE REPAIRS. The Owner will hire and approve a contractor of their choice to construct private water service repairs (“Improvements”) that serve the Subject Property.

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**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this _____ day of September, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Jennifer C. Brady, a single person (the “Owner”).

RECITALS

- A. Owner is the fee owner of a parcel located at 430 Cari Park Lane, in the City of Hastings, Dakota County, Minnesota, legally described as:

Unit No. 430, Common Interest Community Number 178, Cari Park
Apartments, Dakota County, Minnesota.

PID: 19-16400-10-430

Abstract Property

(“Subject Property”).

- B. The City has found that certain repairs to the private water service are required.
- C. The Owner will cause the construction of the required private water service repairs.
- D. The Owner has requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.
- E. The Owner acknowledges that the required private water service repairs will benefit the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS
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