

**CITY OF HASTINGS
COUNTIES OF DAKOTA AND WASHINGTON
RESOLUTION NO. 11 - - 22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
MEMORIALIZING THE APPROVAL OF THE WATER LINE AGREEMENT
AND AUTHORIZING THE ASSESSMENT**

Council member _____ introduced the following Resolution and moved its adoption:

WHEREAS, on January 18, 2022, the City Council approved a Private Water Service Repair Special Assessment Agreement (“Agreement”) with Marlane H. Benedict (“Benedict”), for the City to pay for the cost to repair a water service line at 3440 Cory Lane, Hastings, Minnesota, in the amount of \$5,000, plus a \$50 administrative fee (“Special Assessment”), which is to be assessed over a period of 5 years at a rate of 3.34% interest on the unpaid balance; and

WHEREAS, Benedict signed the Agreement, which is recorded in the Dakota County Registrar’s Office as Document Number 857442 on January 21, 2022, and attached hereto; and

WHEREAS, Benedict authorized the City to certify the Special Assessment to the Dakota County Auditor/Property Tax Assessor and waived all rights to the notices, hearings, appeals and procedural and substantive objections; and

WHEREAS, Benedict agreed that the first installment is due and payable with first half of property taxes in 2023; and

WHEREAS, the Dakota County Assessor’s Office requested a resolution memorializing the action taken on January 18, 2022.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS:

The City Council hereby adopts this Resolution memorializing the approval of the Private Water Service Repair Special Assessment Agreement with Marlane H. Benedict that authorized the assessment of the water service line repairs as documented therein, which occurred on January 18, 2022.

Further, the Council resolves that the action to approve and adopt this Resolution in no way acts as a new approval or action of the Council but confirms that the action taken on January 18, 2022.

Council member _____ moved a second to this resolution and upon being put to a vote it was adopted by the Council Members present.

Adopted by the Hastings City Council on _____, 2022, by the following vote:

Ayes:
Nays:
Absent:

Mary Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk

(City Seal)

Receipt:# 824860

AGREE \$46.00

Return to:
SIMPLIFILE
5072 NORTH 300 W

PROVO UT 84604

857442



Recorded on: 1/21/2022 2:35 PM

By: KMP, Deputy

Cert # 95351

Office of the Registrar of Titles
Dakota County, Minnesota
Amy A. Koethe, Registrar of Titles

VIII-13

PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT AGREEMENT

THIS AGREEMENT is made this 18th day of January, 2022, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Marlane H. Benedict, a single person (the “Owner”).

RECITALS

- A. Owner is the fee owner of real property located at 3440 Cory Lane, in the City of Hastings, Dakota County, Minnesota, legally described as follows:

Lot Ten (10), Block One (1) in SUNNY ACRES 4, according to the recorded plat thereof.

Torrens Property
PID: 19-73203-01-100
Certificate of Title No. 95351

(“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: \$5,000.00 (“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 2023. Owner further agrees that the City can assess an additional \$50.00 which represents \$5.00 per year for the term of the assessment to offset the fees imposed by Dakota County for this assessment, plus the City’s administrative fee.

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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