



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Ryan Stempski, Public Works Director
Date: June 3, 2024
Item: Water Service Repair Assessment Request – 526 Tiffany Drive

Council Action Requested:

Kirk and Rachel McKinnon are requesting the costs associated with the water service line repair at 526 Tiffany Drive be assessed back to the property. The cost of the work in this case was \$9,000.

Background Information:

Public Works crews were dispatched to 526 Tiffany Drive for a water leak within the property. It was determined to be the private service line issue. The property owners, Kirk and Rachel McKinnon contacted a contractor to complete the repairs.

The City Attorney has prepared an agreement of assessment appeal detailing out the conditions and terms of the assessment and protecting the City from an assessment appeal.

Attachments:

- Resident Request
- Assessment Agreement



Bauer Services of Welch, LLC

Aaron Bauer

26469 130th Ave

Welch, MN 55089

651-246-9153

bauerservices@hotmail.com

DATE:	May 23, 2024
FOR:	McKinnon
INVOICE#	05232024-6094

Kirk McKinnon
 526 Tiffany Drive
 Hastings, MN 55033
 Kirkj27@yahoo.com
 651-283-5716

DESCRIPTION	AMOUNT
<u>Water service replacement from curbstop to meter at 526 Tiffany Drive Hastings, MN</u>	

- ~ Permit
- ~ Locates
- ~ Material
- ~ Labor

Total Due	\$9,000.00
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Thank You For Your Business!

Please make check payable to Bauer Services.

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

**City of Hastings
Acknowledgment of Compliance with
Minnesota Government Data Practices Act**

Every city in Minnesota must comply with the Minnesota Government Data Practices Act (MGDPA), which, in conjunction with other state and federal laws, classifies all government data. Government data are classified in different categories depending on whether they are accessible by the public

Government data means all data collected, created, received, maintained or disseminated by the city regardless of its physical form, storage media or conditions of use. There is a presumption that government data are public and are accessible by the public for inspection and copying unless there is a federal law, state statute or temporary classification of data that provides differently.


Utility Service Assessment Request

When a property owner requests a utility service repair be assessed, it is the policy of the City of Hastings to obtain a written request from the property owner for such request and the City Attorney to prepare an agreement and waiver of assessment appeal, spelling out the conditions and terms of the assessment and protecting the City from an assessment appeal. This written request, and any additional information obtained from a property owner related to the request, may be included in supporting documentation presented to the City Council as background information for acting on the request. The request, and supporting documentation, whether included in the City Council packet or other City documentation, is classified as public data under MGDPA.

I have read and understand that documentation submitted to the City Council may be available and/or released in compliance with MGDPA.

Kirk Mckinnon

Name


Signature

5/21/2024
Date

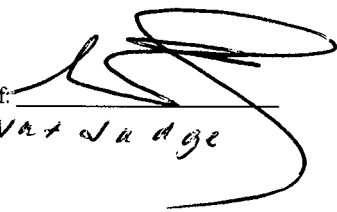
Rachel Mckinnon

Name


Signature

5/21/24
Date

City Staff:


Nat Judge

Date: 5.21.2024

Kirk and Rachel McKinnon

would like to add water Repair
to taxes. Financing will provide
money to fix water pipes in
Front lawn.

May 21, 2024

Rachel McKinnon Ral McKinnon

Kirk McKinnon Kirk McKinnon 5-21-2024

**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Kirk McKinnon and Rachel McKinnon, husband and wife (the “Owners”).

RECITALS

- A. The Owners are the fee owners of a parcel located at 526 Tiffany Drive, in the City of Hastings, Dakota County, Minnesota, legally described as:

Lot 2, Block 2, Cari Park Fourth Addition, according to the recorded plat thereof, and situate in Dakota County, Minnesota

PID: 19-16403-02-020

Abstract Property

(“Subject Property”).

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

- E. The Owners acknowledge 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 Owners 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 Owners’ agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owners agree 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: \$9,000.00 (“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 4.36% interest on the unpaid balance. Interest shall begin accruing thirty (30) days after the City Council’s approval of this Agreement. The Owners further agree that the Assessment Amount may be exceeded if the increases are a result of requests made by the Owners or otherwise approved by the Owners in a subsequent written document. The first installment shall be due and payable with first half of property taxes in 2025. The Owners further agree 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. The Owners hereby authorize 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 Owners hereby waive 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 Owners acknowledge and agree that the benefit of the Improvement to the Subject Property does in fact equal or exceed the Assessment Amount. The Owners also acknowledge and agree 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 Owners and the Owners’ successors and assigns. This Agreement may be recorded against the title to the subject property.

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**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Mayor

By: _____
Kelly Murtaugh
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**This instrument was drafted by
and after recording return to:**

Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

**OWNERS:
KIRK MCKINNON AND RACHEL MCKINNON**

By: _____
Kirk McKinnon

By: _____
Rachel McKinnon

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____
_____, 2024 by Kirk McKinnon and Rachel McKinnon, husband and wife.

Notary Public