



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempki – Public Works Director
Date: September 3, 2024
Item: Sanitary Sewer Service Repair Assessment Request – 218 18th Street West

COUNCIL ACTION REQUESTED

Aysha DeWitt is requesting the costs associated with a sanitary sewer service line repair at 218 18th Street West be assessed to the afore mentioned property. The City of Hastings will pay the total cost of the repairs upfront in the amount of \$6,475.00. Funds from the MCES Private I&I Grant will be applied to cover 50% of the costs of this repair and this reimbursement will be provided to the City. The remaining 50% of the balance the property owner is responsible for of \$3,237.50 is being requested for assessment.

BACKGROUND INFORMATION

Public Works crews were dispatched to 218 18th Street West in response to a sanitary sewer backup. The problem was determined to be in the private sanitary sewer service. The property owner (Aysha DeWitt) and their contractor determined that lining the lateral was a better option than an open excavation. All work was completed on August 8, 2024.

ATTACHMENTS

- Invoice for Work Completed
- Resident Request for Financing
- Data Practices Compliance Acknowledgement
- Assessment Agreement

Cody Mathisen, P.E.

From: aysha dewitt <ghs1024@gmail.com>
Sent: Monday, August 5, 2024 3:00 PM
To: Cody Mathisen, P.E.
Subject: Re: 214 18th Street Sewer Repair - Financial Assistance through City of Hastings

Follow Up Flag: Follow up
Flag Status: Completed

The contractor that I am using for this sewer pipe repair is Capra's Utilities. I gave the owner (mike Capra your phone number and email. The quote he gave me for the lining was \$6,475. I can send you the quote he sent me. I plan to go forward with the city's funding to help me fix this problem. Mike Capra's phone number is 651-248-0707 and his email is mike@capras.com

Capra's Utilities Inc.

2340 Leibel Street
 White Bear Lake, MN 55110 US
 +16517622500
 mike@capras.com
 www.capras.com

INVOICE

BILL TO

City of Hastings
 Property owner - Aysha
 DeWitt
 214 18th St W
 Hastings, MN 55033

INVOICE # 7588

DATE 08/08/2024

DUE DATE 08/23/2024

TERMS Net 15

ACTIVITY	AMOUNT
----------	--------

Services

6,475.00

Line the sewer with a Cured In Place Pipe (CIPP) from the front inside wall of the house to the PVC that is at or near the curb. We will line several feet into the PVC.

Clean, televise and locate the sewer as needed if needed to install the liner.

UV cure the liner.

Cut and patch the floor as needed to access the piping if needed. There will be no restoration of any flooring included.

Services

The total cost of all license and permit fees charged by the City will be added to the final invoice.

All labor and material will be guaranteed for a period of 10 years. If any part of the liner should fail within the first 10 years Capra's will repair / replace the liner at no cost to the homeowner.

Per Minnesota Statute 514.011: a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
 1 1/2% per month charge on past due accounts.

BALANCE DUE

\$6,475.00

**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.

Aysha Dewitz
Name

Aysha Dewitz
Signature

8/23/24
Date

Name

Signature

Date

City Staff: _____

Date: _____

**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 Aysha Dewitt, a single person (the “Owner”).

RECITALS

- A. The Owner is the fee owners of a parcel located at 214 18th Street W., in the City of Hastings, Dakota County, Minnesota, legally described as:

Lot 6, Block 11, Youngs Addition

PID: 19-88150-11-060

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 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: \$3,237.50 (“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.

[remainder of page intentionally blank]

**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

**OWNER:
AYSHA DEWITT**

By: _____
Aysha Dewitt

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Aysha Dewitt, a single person.

Notary Public