



Request for Council Action

TO: Mayor and City Council

THROUGH: Tim Murray, City Administrator

FROM: Jeanne Day, Finance Director
Travis Block, Public Works Director

MEETING DATE: April 27, 2021

SUBJECT: Approve Petition and Waiver Agreement for the Special Assessment of Costs for Curb Stop Repairs at 1325 George L Street

Background:

Resolution 2009-148 approved the use of the miscellaneous assessment process by petition and waiver for financing the replacement of water and sanitary sewer services, using Minnesota Statute Chapter 429 and the Community Management Plan.

The Public Works Department has prepared a Petition and Waiver Agreement for repairs to the curb stop on the water service at 1325 George L Street. The top of the curb stop is not visible and needs to be excavated to identify the required repairs. The property owners, Eugenia & Ruben Delgado, have completed a Petition and Waiver form and received a quote from Jandro Excavating for repairs to the curb stop not to exceed \$2,000.00. The final cost of the project will be entered into an agreement and assessed to the property as provided in the chart below:

Owner	Address	Purpose	Amount	Term	Rate
Eugenia & Ruben Delgado	1325 George L ST	Curb Stop Repair	\$2,000.00	1 Year	3.0%

Recommendation:

Approve Petition and Waiver Agreement

Attachments:

- Petition and Waiver Agreement
- Quote

PETITION AND WAIVER AGREEMENT

This Agreement made this _____ day of _____, 2021, by and between the City of Faribault, a Minnesota municipal corporation (“City”) and Eugenia & Ruben Delgado a single person/husband and wife (“Owner”).

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 1325 George L ST Faribault, MN 55021 and is legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements; and

WHEREAS, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 1 year; and

WHEREAS, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$ _____ against the Property as an assessment; and

WHEREAS, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

NOW, THEREFORE, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: Curb stop repairs

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$ _____. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over 1 year. The Owner understands and agrees that the interest rate to be applied to the assessment will be 3 percent per annum.

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$ _____, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER

By: Eug P Delgado

Printed Name: Eugenia Delgado

By: Ruben Delgado Monge

Printed Name: Ruben Delgado Monge

STATE OF MINNESOTA)
)ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 16th day of April, 2021, by Eugenia Delgado, a single person/husband and wife.

Theresa A Manz
Notary Public



STATE OF MINNESOTA)
)ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 16th day of April, 2021, by Ruben Delgado Monge, a single person/husband and wife.

Theresa A Manz
Notary Public

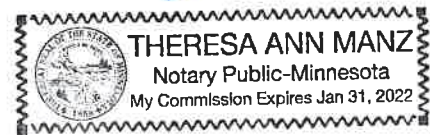


EXHIBIT A

Legal Description of the Property

[Insert Legal Description]

Beginning at Point 55 feet west of the northeast corner of the most westerly two (2) Acres of the east one-half (1/2) of lot 14 of the northeast quarter (1/4) of the state subdivision of section 36 Township 110 North range 21 west of the fifth Principal Meridian, in the city of Faribault, Rice County, Minnesota, said Point being in the south line of George L. street in said section; thence running due south 150 feet, thence due west 55 feet; thence due north 150 feet to said south line of George L street; thence due East on said south line of said street, 55 feet to the place of beginning; EXCEPT THAT PART TO STATE OF MINNESOTA BY final certification of record in the office of the County recorder, in Book 228 of Deeds Pages 277-311. subject to end together with easements of record.

JANDRO EXCAVATING
 2345 NW 8TH Avenue
 Faribault, MN 55021
 Phone: 507-334-6409 Fax: 507-209-1971

64136486	04/02/2021
Find Curbstop or Install New	
1325 George L Street Faribault MN 55021	
Eugenia	

Eugenia Delgado
 1325 George L Street
 Faribault, MN 55021

This is a Time and Material not to exceed Bid
 We are going to dig up where the curbstop is supposed to be
 and if we don't find it we are going to install a new
 Curb stop and valve box.

Time and material not to exceed:

2000.00

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of


\$ 2000.00

Two Thousand Dollars And 00 Cents

Payable as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.


All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: 

Note: This Proposal may be withdrawn by us if not accepted within (30) Days

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.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature  Date 4/15/21 Signature _____ Date _____