



Jordan School District #717
Special Meeting Agenda

Monday, October 16, 2023 at 6:30 PM
Special Meeting
CERC Multi-purpose Room
500 Sunset Drive; Suite 3
Jordan, MN 55352

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consideration of Agenda
5. Consent Agenda
 1. New Hire - School Patrol Supervisor - Kelly Hyer
 2. New Hire - Assistant Girls Basketball Coach - Juella Mahto
 3. New Hire - Head ESports Coach - Tyler Nelson
 4. New Hire - Head Softball Coach - Kelsey Munson
 5. Retirement - HS Science Teacher - Laura Weiers
 6. Resignation - ES Building Nurse - Kristina Stresnak
 7. Resignation - ES Special Education Teacher - Haley Warden
6. Action / Discussion Items
 1. Assessment Agreement
7. Adjourn Special Meeting

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(reserved for recording)

ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT (this “Agreement”) is made this ____ day of _____, 2023, by and between the **City of Jordan**, Minnesota, a Minnesota municipal corporation (“City”), and **Independent School District No. 717.**, a Minnesota public corporation (“Owner”).

Recitals

1. Owner is the owner of fee title to the Property, as defined in Exhibit A, attached hereto.
2. The Owner desires to have certain public improvements constructed to serve the Property as described in Exhibit B (the “Improvement Project”). Concept-level plans for the Improvement Project are completed.
3. The Owner desires to have the City construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy a portion of the cost of the Improvement Project as set forth in Exhibit C.
4. The City is willing to construct the Improvement Project without certain notices or hearings, provided that assurances and covenants stated below are made by the Owners to ensure that the City will have valid and collectable special assessments as they relate to the Property.
5. The Owner desires to retain the Parcel 1 Property’s existing westernmost parking lot access along Sunset Drive for use exclusively by delivery trucks that are geometrically unable to utilize the primary proposed access. The City agrees to allow for the access to remain open for delivery purposes provided measures are put in place to prevent the use of the access by non-delivery vehicles, as provided herein.
6. Were it not for the assurances provided in this Agreement, the City would not construct the Improvement Project and is doing so solely at the behest, and for the benefit, of the Owner.

Agreement

In consideration of the recitals stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Recitals Incorporated. The recitals stated above are hereby incorporated into this Agreement and made a part of this Agreement by reference.

2. Petition. The Owner hereby petitions the City for construction of the Improvement Project, subject to the following modification: The Owner retains Parcel 1 Property's existing western-most parking lot access along Sunset Drive for use exclusively by delivery trucks that are geometrically unable to utilize the primary proposed access. An electronic gate shall be constructed at the Owner's expense in a location where the access drive intersects with the proposed parking lot drive lane, allowing smaller delivery vehicles to not encroach upon Sunset Drive while awaiting gate operation. Larger delivery vehicles may temporarily, for a duration not typically longer than 5 minutes, park on Sunset Drive while awaiting gate operations. The gate shall remain closed at all times aside from opening to allow delivery vehicles to enter the Parcel 1 Property. The Owner and City agree to work together on a solution if future adverse traffic impacts arise, whether associated with larger delivery vehicles or otherwise. The City reserves the right to permanently close the existing western-most parking lot access along Sunset Drive by City Council simple majority vote at the cost of the Owner if potential future adverse traffic impacts are not resolved, or any of the following conditions occur:
 - a. Non-delivery vehicles are observed using the access for ingress or egress.
 - b. The access use by delivery vehicles causes what the City deems adverse traffic impacts and or is deemed unsafe for motorists or pedestrians.
 - c. The City observes the gate remaining open at times other than when used by delivery vehicles.
 - d. Delivery vehicles access is no longer needed.

2. Authority. Owner represents and warrants that it has full legal authority to encumber the Property as provided in this Agreement and that as of the date of this Agreement, it has fee simple absolute title in the Property, which is not subject to any liens, interests, or encumbrances.

3. Waiver of Hearings. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. section 429.031, on the Improvement Project, a notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minn. Stat. section 429.061, and any notice of hearing or procedure specified under the City Charter, and specifically requests that the Improvement Project be constructed, and special assessments be levied against the Property without hearings.

4. Waiver of Appeal or Reapportionment. The Owner waives the right to appeal the levy of the special assessments pursuant to Minn. Stat. section 429.081 and further specifically agrees with respect to such special assessments that:
 - a. Any requirements of Minn. Stat. chapter 429 or the City Charter with which the City does not comply are hereby waived;

- b. The increase in fair market value of its portion of the Property resulting from construction of the Improvement Project will be at least equal to the cost of the Improvement Project as set forth herein, and that such increase in fair market value is a special benefit to the Property; and
 - c. Assessment of the cost of the Improvement Project against the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed.
5. No Deferral. The Owner represents and warrants that the Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments, and Owner agrees that it will take no action to secure such tax status of its portion of the Property during the term of this Agreement.
6. Assessment. The Owner requests that the actual cost of the Improvement Project be assessed against the Property as detailed in Exhibit C. Information contained in Exhibit C, including assessment amounts, will be updated upon receiving bids for the Improvement Project, and upon completion of construction. The City is applying for a Local Road Improvement Program (LRIP) grant. If awarded, grant funds will be apportioned between the City and the Owner as set forth in Exhibit C and credited towards the respective amounts owed.
7. Payment of Assessment.
 - a. Certified assessments shall be payable in equal semi-annual installments over a period of 15 years with the first installment due May 15, 2024, and subsequent installments due May 15 and October 15 each year. The fixed interest rate applied to the Assessment shall be set at the rate equal to the rate to be paid by the City on the bonds issued for this Improvement Project. The Owner may, at any time prior to certification of the assessment or the first installment thereof to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the municipal treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption thereof. The Owner may at any time prior to November 15 of any year, prepay to the treasurer of the municipality having levied said assessments, the whole assessment remaining due. Assessments levied against any parcel shall be paid in full upon transfer of ownership.
8. Successors and Assigns. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with Owner's Property and bind all its successors in interest. It is the intent of the parties hereto that this Agreement be in a form that is recordable in the land records of Scott County, Minnesota, and they agree to make any changes in this Agreement that may be necessary to effect the recording of this Agreement against the title to the Property.
9. Termination. This Agreement shall terminate as to the Property upon the final payment of all special assessments levied against the Property from the Improvement Project. The City shall then execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.
10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

(left blank intentionally; signature pages and appendix to follow)

INDEPENDENT SCHOOL DISTRICT NO. 717

By: _____
Deb Pauly, Board Chair

By: _____
Lauren Pedersen, Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Deb Pauly and Lauren Pedersen, the Board Chair and Board Clerk, respectively, of Independent School District No. 717, a Minnesota public corporation, pursuant to the authority granted by its School Board.

Notary Public

EXHIBIT A

Legal Description of the Subject Property

Parcel 1 – PID 229300111

[insert legal description]

Parcel 2 – PID 229300110

[insert legal description]

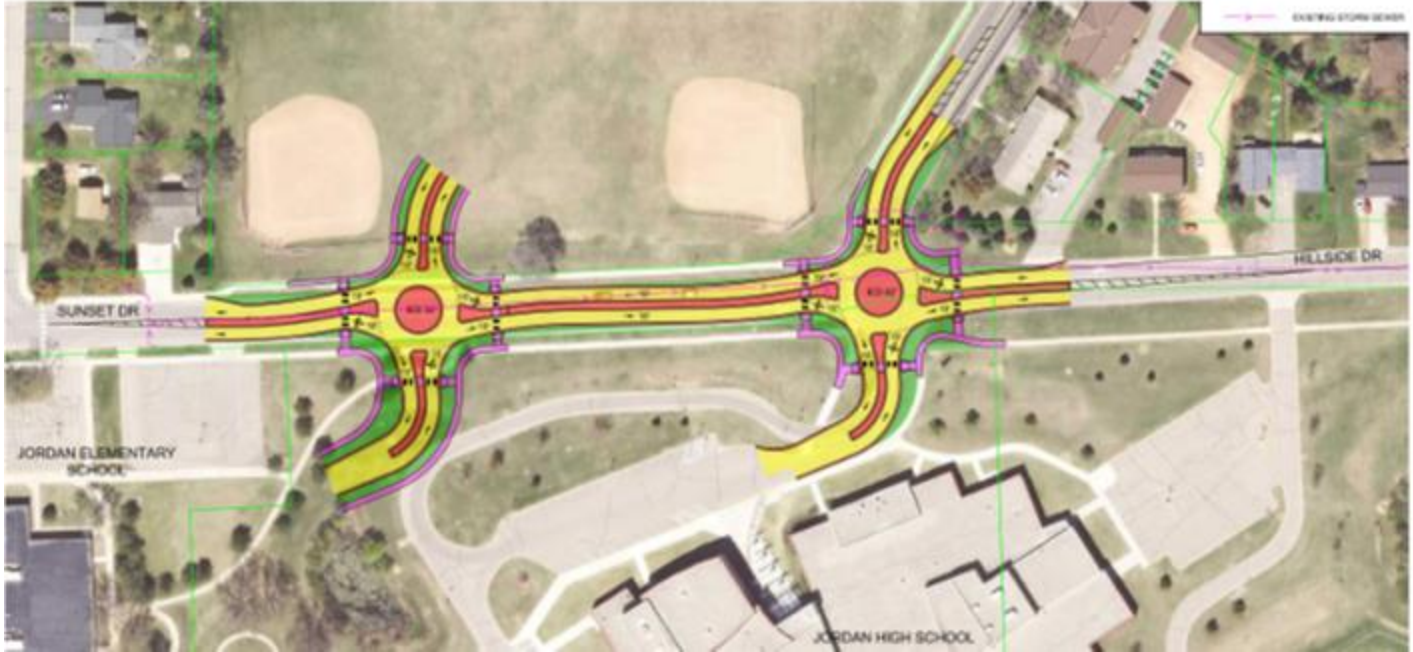
Parcel 3 – PID 229190440

[insert legal description]

EXHIBIT B

Improvement Project

Improvement Type: two roundabouts as shown below (for illustrative purposes only).



Information in Exhibit B, including estimated project costs, will be updated upon receiving bids for the Improvement Project.

Project costs (preliminary estimates):

School District Special Assessment:	\$1,834,000 (Compact roundabouts project limit cost share)
City General Fund / Bonding:	\$266,000 (Compact roundabouts project limit cost share)
City General Fund / Bonding:	\$65,000 (Sunset Drive Mill / Overlay)
Total Funding:	\$2,165,000

Project cost split: School District – 84.7%
 City – 15.3%

MnDOT Local Road Improvement Program (LRIP) grant (estimated, not guaranteed): \$ 1,000,000 to \$1,500,000. Any grant awarded is to be divided between the parties based on the Project cost split.

School District assessment to be divided by parcel:

- Parcel 1 - ___%
- Parcel 2 - ___%
- Parcel 3 - ___%.

EXHIBIT C

Payment Schedule: