



To: MAYOR AND COUNCIL

Agenda Item #: IV. D.

From: Wayne D. Houle, PE, Director of Engineering

Action

Discussion

Date: November 20, 2012

Information

Subject: Resolution No. 2012-154 Authorizing Public Improvement and Special Assessment Agreement For 5504 Kellogg Avenue, 5517 Dever Drive, 5416 Kellogg Avenue and 5416 Oaklawn Avenue

Action Requested:

Approve Resolution No. 2012-154 authorizing Public Improvement and Special Assessment Agreement for 5504 Kellogg Avenue, 5517 Dever Drive, 5416 Kellogg Avenue, and 5416 Oaklawn Avenue.

Information / Background:

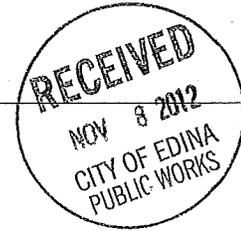
These agreements were part of the agreements that were not signed as part of the Minnehaha Woods Neighborhood Reconstruction Project that was approved for final assessment on October 16. These special assessments will be added to the assessments that are being certified to Hennepin County at the end of November.

Attachments:

Resolution No. 2012-154

Public Improvement and Special Assessment Agreement for:

1. 5504 Kellogg Avenue
2. 5517 Dever Drive
3. 5416 Kellogg Avenue
4. 5416 Oaklawn Avenue



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 27th day of October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Christopher & Nancy Carlile**, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 2, Block 11, South Harriet Park having a street address of 5504 Kellogg Ave, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 11-5.

C. Property Owner has replaced their sewer & water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. PUBLIC IMPROVEMENT. The Owner received a quote of \$8,100.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, Minneapolis, MN 55411 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1315 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1315 for the amount of \$8,100.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of \$8,100.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 11-5, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

PROPERTY OWNER:

Christopher Carlile
Christopher Carlile

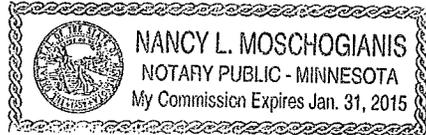
Nancy Carlile
Nancy Carlile

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 27th day of October, 2012, by Christopher Carlile and Nancy Carlile

Nancy L. Moschogianis
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 2nd day of NOVEMBER, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Scott & Julie Card**, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Outlot B, Shady Pines Addn and Tract C having a street address of 5517 Dever Dr, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 11-5.

C. Property Owner has replaced their sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$2,500.00 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1011 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1011 for the amount of \$2,500.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$2,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 11-5, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 7th day of November, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Tracy Holtan, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 10, South Harriet Park having a street address of 5416 Kellogg, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 11-5.

C. Property Owner has replaced their sewer & water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. PUBLIC IMPROVEMENT. The Owner received a quote of \$7,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, Minneapolis, MN 55411 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1324 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1324 for the amount of \$6,800.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of \$6,800.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 11-5, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

PROPERTY OWNER:

Tracy Hoffman
Tracy Hoffman

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.

The foregoing instrument was acknowledged before me this 7th day of November, 2012, by Tracy Hoffman

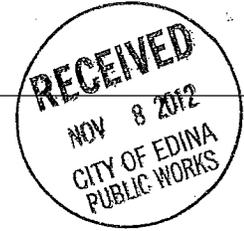
Sharon M. Allison
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:srn





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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 6 day of November, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Lou Gilbert, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 5, Block 10, South Harriet Park having a street address of 5416 Oaklawn Ave, Edina, Minnesota (the "Subject Property").
- B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 11-5.
- C. Property Owner has replaced their sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

- 1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$2,950.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1033 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1033 for the amount of \$2,950.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.
- 2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$2,950.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 11-5, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.
- 3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

