



To: MAYOR AND COUNCIL

Agenda Item #: IV. I.

From: Chad A. Millner, PE, Director of Engineering

Action

Discussion

Date: May 6, 2014

Information

Subject: Resolution No. 2014-50 Public Improvement and Special Assessment Agreements

Action Requested:

Approve Resolution No. 2014-50 authorizing Mayor and City Manager to approve attached Public Improvement and Special Assessment Agreements for sanitary sewer and water services for the 2014 Neighborhood Roadway Reconstruction areas.

Information / Background:

For the 2014 Neighborhood Roadway Reconstruction areas, residents were encouraged to upgrade their sanitary sewer service line from the mainline to the right-of-way line, as well as their water service line.

To date, nine property owners have upgraded their service lines and requested that the extra cost be added to their special assessment. The attached signed agreements and resolution allow us to add the cost immediately as pending assessments. The final total special assessments will not be known until late 2015.

In the past, when agreements were approved, the amounts were not immediately added as pending assessments. Instead, the amounts were added as a lien against each property. We've found this process to be time consuming and inefficient for city and county staff.

After discussion with the City Attorney, we've concluded that it is more efficient to approve the special assessment agreements by resolution because it allows us to add the amounts immediately as pending assessments.

At a later date, we will request City Council's approval to release all existing liens from previously approved special assessment agreements.

Attachments:

Resolution No. 2014-50

Public Improvement and Special Assessment Agreements:

- Four – Morningside B Neighborhood
- One – Bredesen Park D Neighborhood
- One – Countryside F Neighborhood
- One – Birchcrest B Neighborhood
- One – Strachauer Park B Neighborhood
- One – Todd Park F Neighborhood

G:\PW\CENTRAL SVCS\ENG DIV\PROJECTS\CONTRACTS\2014\ENG 14-1 Morningside B\ADMIN\LEGAL\Sewer Repairs\Item IV. J. Res. No. 2014-50 Special Assessment Agreements.docx



RESOLUTION NO. 2014-50

APPROVING PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENTS AND PENDING ASSESSEMENTS

WHEREAS, at the request of Edina City Engineer, property owners in the 2014 Neighborhood Roadway Reconstruction project areas were encouraged to upgrade their sanitary sewer service line from the mainline to the right-of-way line, as well as their water service line; and

WHEREAS, property owners have upgraded their service lines and requested that the extra cost be added to their special assessment; and

WHEREAS, property owners signed a Public Improvement and Special Assessment Agreement allowing the City to add the cost to their special assessment;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EDINA, MINNESOTA:

1. The Public Improvement and Special Assessment Agreements are approved for the following properties:

- 1. PID 07-028-24-41-0027, 4233 Scott Terrace, \$10,645.00
2. PID 07-028-24-41-0026, 4235 Scott Terrace, \$8,595.00
3. PID 07-028-24-41-0081, 4203 Alden Drive, \$3,150.00
4. PID 07-028-24-41-0095, 4224 Alden Drive, \$7,750.00
5. PID 32-117-21-13-0022, 5704 Hawkes Drive, \$6,800.00
6. PID 31-117-21-31-0025, 5936 Walnut Drive, \$3,700.00
7. PID 04-116-21-22-0027, 5126 Roberts Place, \$6,790.00
8. PID 20-028-24-34-0064, 6105 York Avenue So, \$6,650.00
9. PID 18-028-24-22-0026, 4380 Coolidge Avenue, \$3,750.00

2. The Assessments are deemed pending as of the date this Resolution is approved by the City Council.

ADOPTED this 6th day of May, 2014.

Attest: Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of May 6, 2014, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ___ day of ___, 20__.

City Clerk

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 25 day of April, 2014, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and John Peckham and Carol Neuwirth, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 18, Block, Subdivision Morningside, having a street address of 4233 Scott Terrace, 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 14-1.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345, (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. 2596 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2596 for the amount of \$10,645.00. 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 \$10,645.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 14-1. 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 14-1, 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.

PROPERTY OWNER:

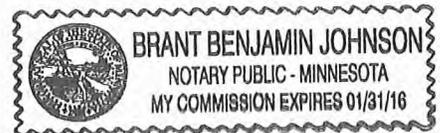
John Peckham
John Peckham

Carol Neuwirth
Carol Neuwirth

STATE OF MINNESOTA)
(ss.
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 25 day of April, 2014, by John Peckham and Carol Neuwirth

Brant Benjamin Johnson
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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 25th day of April, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Blake P. Malberg**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 17, Block , Subdivision Morningside,** having a street address of **4235 Scott Terrace,** 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 14-1.**

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345,** (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.2597** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2597** for the amount of **\$8,595.00.** 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 **\$8,595.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-1.** 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 14-1,** 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.

PROPERTY OWNER:

Blake P. Malberg
Blake P. Malberg

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25th day of April, 2014, by Blake P. Malberg, property owner.



X Erik R. Ellingson
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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 17th day of April, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **James and Pamela Olson**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 51, Block , Subdivision Morningside**, having a street address of **4203 Alden Drive**, 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 14-1**.

C. Property Owner has replaced their **sanitary sewer service line** 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 from **Minneapolis & Suburban Sewer & Water, 3233 45th Avenue So, Minneapolis, 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.2593** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2593** for the amount of **\$3,150.00**. 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 **\$3,150.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-1**. 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 14-1**, 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.

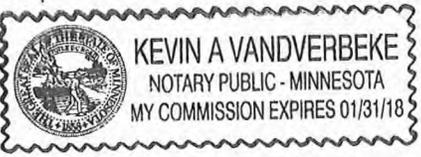
PROPERTY OWNER:

James Olson
James Olson

Pamela Olson
Pamela Olson

STATE OF MINNESOTA)
) (ss.
COUNTY OF MN/HENNEP)

The foregoing instrument was acknowledged before me this 17th day of April, 2014, by James Olson and Pamela Olson



[Signature]
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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 21 day of APRIL, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Douglas A. and Cheryl A. Fuerst**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot, Block, Subdivision Morningside, having a street address of 4224 Alden Drive, 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 14-1**.

C. Property Owner has replaced their sanitary sewer service line 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue So, Minneapolis, 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.2594 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2594 for the amount of \$7,750.00. 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 \$7,750.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-1**. 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 14-1**, 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.

PROPERTY OWNER:

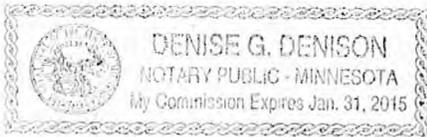
Douglas A Fuerst
Douglas A. Fuerst

Cheryl A. Fuerst
Cheryl A. Fuerst

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21ST day of April, 2014, by Douglas A. Fuerst and Cheryl A. Fuerst

Denise G. Denison
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 17th day of April, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Ross and Kirsten Baker**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 1, Subdivision Hawke's Lake Addition, having a street address of 5704 Hawkes Drive, 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 14-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue So., Minneapolis, 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.2592 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2592 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 14-3**. 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 14-3**, 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.

PROPERTY OWNER:

Ross Baker

Ross Baker

Kirsten Baker

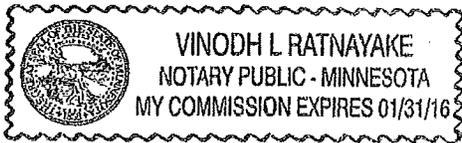
Kirsten Baker

STATE OF MINNESOTA)
(ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 17 day of April, 2014, by Kirsten M Baker & Ross E Baker

Vinodh L Ratnayake

NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 1st day of April, 20 , by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **R. Jason Wiley and Jean Bay-Wiley**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 010, Block 003, Subdivision Walnut Ridge First Addition**, having a street address of **5936 Walnut Drive**, 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 14-3**.

C. Property Owner has replaced their **sanitary sewer service line** 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 from **Benjamin Franklin, 1424 3rd St No., 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.2588** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2588** for the amount of **\$3,700.00**. 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 **\$3,700.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-3**. 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 14-3**, 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

PROPERTY OWNER:

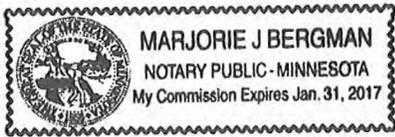
R. Jason Wiley
R. Jason Wiley

Jean Bay-Wiley
Jean Bay-Wiley

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by R. Jason Wiley and Jean Bay-Wiley

Marjorie Bergman
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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 21st day of April, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Simon N. Whitehead and Lynne M. Whitehead**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 9, Block 3, Subdivision James A. Roberts Estate, having a street address of 5126 Roberts Place, 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 14-4**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345 (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. 2591 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2591 for the amount of \$6,790.00. 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 \$6,790.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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.

EDINA PUBLIC WORKS & PARK MAINTENANCE FACILITY

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0376 • Fax 952-826-0392



PROPERTY OWNER:

Simon N. Whitehead

Simon N. Whitehead

Lynne M. Whitehead

Lynne M. Whitehead

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)



The foregoing instrument was acknowledged before me this 22 day of April, 2014, by Simon Whitehead and Lynne Whitehead

Donna Lou Tilsner

NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 23 day of April, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Charles F. Thompson**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 1, Subdivision Town Realty's Edina Terrace, having a street address of 6105 York Avenue South, 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 14-5**.

C. Property Owner has replaced their sanitary sewer service line 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 from Benjamin Franklin, 1424 3rd St. No., 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.2598 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2598 for the amount of \$6,650.00. 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 \$6,650.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-5** 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 14-5**, 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.

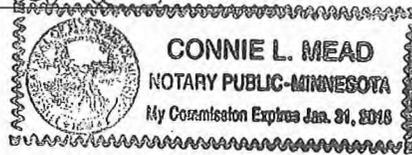
PROPERTY OWNER:

Charles F. Thompson
Charles F. Thompson

STATE OF MINNESOTA)
 Hennepin (ss.
COUNTY OF ~~Minnesota~~)

The foregoing instrument was acknowledged before me this 23 day of
April, 2014, by Charles Thompson

Connie Mead
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 14th day of April, 20 , by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Robert and Joann Hannon**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 008, Block 009, Subdivision Browndale Park**, having a street address of **4380 Coolidge Avenue**, 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 14-7**.

C. Property Owner has replaced their **sanitary sewer service line** 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 from **Benjamin Franklin, 1424 3rd St No., 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.2587** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2587** for the amount of **\$3,750.00**. 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 **\$3,750.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-7**. 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 14-7**, 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

PROPERTY OWNER:

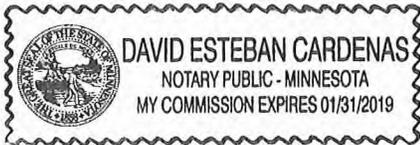
Robert Hannon
Robert Hannon

Joann Hannon
Joann Hannon

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of April, 2014, by Robert Hannon and Joann Hannon

David Esteban Cardenas
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

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

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