



To: MAYOR AND COUNCIL

Agenda Item #: IV. K.

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

Action

Discussion

Date: June 17, 2014

Information

Subject: Resolution No. 2014-67 Public Improvement and Special Assessment Agreements

Action Requested:

Approve Resolution No. 2014-67 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.

Some 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.

Attachments:

Resolution No. 2014-67

Public Improvement and Special Assessment Agreements:

- Five – Morningside B Neighborhood
- One – Todd Park F Neighborhood
- One – Strachauer Park B Neighborhood
- One – Countryside F Neighborhood
- One – Birchcrest B Neighborhood



RESOLUTION NO. 2014-67

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 07-028-24-44-0105, 4310 Eton Place, \$4,940.00
2. PID 07-028-24-44-0104, 4312 Eton Place, \$5,295.00
3. PID 07-028-24-41-0030, 4227 Scott Terrace, \$9,885.00
4. PID 07-028-24-41-0019, 4352 France Avenue, \$7,550.00
5. PID 07-028-24-44-0124, 4107 Morningside Road, \$6,895.00
6. PID 18-028-24-22-0028, 4386 Coolidge Avenue, \$4,450.00
7. PID 20-028-24-34-0097, 6025 Abbott Avenue, \$3,200.00
8. PID 32-117-21-13-0028, 5713 Hawkes Drive, \$4,950.00
9. PID 33-117-21-34-0104, 6104 Wilryan Avenue, \$6,790.00

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

ADOPTED this 17th day of June, 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 June 17, 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

ENGINEERING DEPARTMENT

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 22 day of May, 2014, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Clarence R & Amalia Falk, husband and wife, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot, Block, Subdivision Morningside, having a street address of 4310 Eton 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 14-1.
- 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 South, 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. 2607 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2607 for the amount of \$4,940.00. 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 \$4,940.00 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.

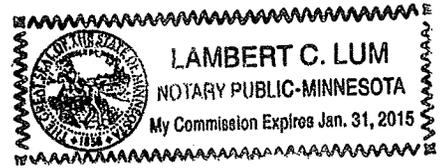
PROPERTY OWNER: Clarence R. Falk
Clarence R. Falk

Amalia Falk
Amalia Falk

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 22 day of May, 2014, by
LAMBERT LUM

Lambert Lum
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
Edina, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 6th day of May, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Peter W Forsmark and Mary J Forsmark**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot, Block, Subdivision Morningside, having a street address of 4312 Eton 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 14-1**.

C. Property Owner has replaced their sanitary sewer 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 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.2600 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2600 for the amount of \$5,295.00. 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 \$5,295.00 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.

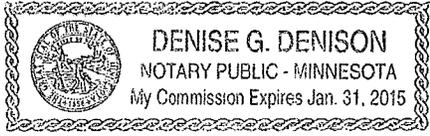
PROPERTY OWNER:

Peter W. Forsmark
Peter W Forsmark

Mary J. Forsmark
Mary J Forsmark

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6TH day of MAY, 2014, by Peter W. Forsmark and Mary J. Forsmark



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:sm



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 2 day of MAY, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Jill M Spain Yanish**, a single person, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 19, Block, Subdivision Morningside, having a street address of 4227 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. 2599 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2599 for the amount of \$9,885.00. 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 \$9,885.00 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.

ENGINEERING DEPARTMENT

PROPERTY OWNER:

JMS
Jill M Spain Yanish

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 2nd day of May, 2014, by Jill M Spain Yanish

Sharon M. Allison
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

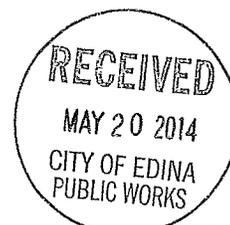
STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.)

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 _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Michael & Bonita Phillips**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 013, Block, Subdivision Morningside, having a street address of 4352 France 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 14-1**.

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 Benjamin Franklin, 1424 3rd Street 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.2601 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2601 for the amount of \$7,550.00. 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 \$7,550.00 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:

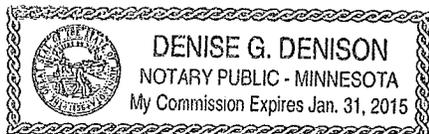
Bonita Phillips
Bonita Phillips

Michael Phillips

Michael Phillips

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19 day of MAY, 2014, by Michael J. Phillips and Bonita Phillips



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 31st day of May, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Andrew S & Mary C Warner**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot, Block, Subdivision Morningside, having a street address of 4107 Morningside Road, 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 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. 2608 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2608 for the amount of \$6,895.00. 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 \$6,895.00 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.

ENGINEERING DEPARTMENT

PROPERTY OWNER:

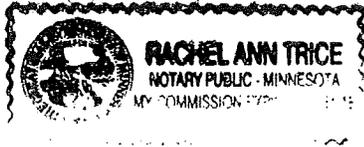
[Signature]
Andrew S. Warner

[Signature]
Mary C. Warner

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 31st day of May, 2014,
by Andrew Warner and Mary C. Warner

[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 10th day of June, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Timothy J & Robyn Leer**, husband and wife, «**OWNER 2**» (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 10, Block 009, Subdivision Browndale Park, having a street address of 4386 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 Minneapolis & Suburban Sewer & Water, (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. 2615 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2615 for the amount of \$4,450.00. 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 \$4,450.00 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

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

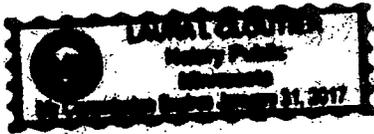
PROPERTY OWNER:

Timothy J Leer
Timothy J Leer

Robyn Leer
Robyn Leer

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 10th day of June, 2014,
by Timothy J. Leer and Robyn D. Leer



Laura S Cloutos
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 19th day of May, 2014, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Carol G. Lundquist, single person, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 026, Block 003, Subdivision Town Realty's Edina Terrace, having a street address of 6025 Abbott 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 14-4**.

C. Property Owner has replaced their water 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 South, 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. 2603** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2603** for the amount of \$3,200.00. 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 \$3,200.00 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.

ENGINEERING DEPARTMENT



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20___, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **David G Madson & Terry L Parker**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 005, Block 002, Subdivision Hawke's Lake Addition**, having a street address of **5713 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 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 South, 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. 2609** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2609** for the amount of **\$4,950.00**. 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 **\$4,950.00** 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:

Terry L. Parker
Terry L Parker

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 23rd day of May, 2014,
by Terry L. Parker



Sharon M. Allison
NOTARY PUBLIC

David G Madson
David G Madson

STATE OF MN)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 2nd day of June, 2014,
by David G. Madson



Sharon M. Allison
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.)

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 15th day of May, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Lisa N. Buck and Gregory L. Buck**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot , Block 002, Subdivision Mikulay's Addition, having a street address of 6104 Wilryan 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 14-4**.

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. 2602 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2602 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.

ENGINEERING DEPARTMENT

PROPERTY OWNER:

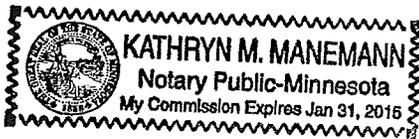
[Signature]
Lisa N. Buck

[Signature]
Gregory A. Buck

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of May, 2014
by Lisa Buck and Greg Buck

[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
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