

# REPORT / RECOMMENDATION



**To:** MAYOR AND COUNCIL

**Agenda Item #:** IV. H.

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

**Action**

**Discussion**

**Date:** August 20, 2013

**Information**

**Subject:** Approve Special Assessment Agreement

**Action Requested:**

Authorize Mayor and City Manager to approve attached Public Improvement and Special Assessment Agreement for sanitary sewer and water services for the 2013 Neighborhood Roadway Reconstruction areas.

**Information / Background:**

For the 2013 Neighborhood Roadway Reconstruction projects, residents in the Normandale Neighborhood project area were required to upgrade their sanitary sewer service line from the mainline to the right-of-way line and were encouraged to upgrade the entire line to their house, as well as their water service line. Residents in the other project areas were encouraged to do the same upgrades.

Residents requested that the extra cost be added to the special assessment for the project. Our City Attorney prepared the attached agreement, which adds this cost to the final special assessment cost which will be known at the end of the project.

**Attachment:**

One Public Improvement and Special Assessment Agreement (Lake Edina Neighborhood)



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 16 day of July, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **STEPHEN J. GRIFFITHS AND KIMBERLY A. GRIFFITHS**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of Lot 2, Block 1, Lake Edina Addition Block One Replat, Hennepin County, Minnesota, having a street address of 4812 Larkspur Lane, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of \$7,650.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 55406 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2558 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2558 for the amount of \$7,650.00. 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 \$7,650.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-4**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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



