

**AGREEMENT FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY IN CONJUNCTION  
WITH THE CITY OF MOUNDS VIEW'S  
2020 STREET & UTILITY IMPROVEMENT PROJECT**

I/we, \_\_\_\_\_, are the fee owners ("Owner") of property in the City of Mounds View ("City") which is located at the following address: \_\_\_\_\_ . Owner requests that the City perform the following improvements in conjunction with the City's 2020 Street and Utility Improvement Project ("Project") on Owner's behalf which are located within the public right-of-way. Owner agrees to pay the City for these costs.

**Section A – Definitions**

**Curb Cut:** For the purpose of this Agreement, "curb cut" shall be defined as the segment of concrete curb modified for the purpose of vehicular access, the concrete apron immediately adjacent to the curb, and, where necessary, the patch to transition from the concrete apron to the existing driveway.

**Section B – Improvements Requested**

Owner requests that the following improvements ("Improvements") be performed by the City or its contractors (check all that apply):

\_\_\_ Widening of an existing conforming curb cut.

\_\_\_ (Owner Initial) *Owner agrees to pay a \$300 deposit and improve the driveway to match the curb cut within one year of the date that construction of the curb cut is completed. Owner understands and agrees that if Owner does not improve the driveway within this time period, the \$300 deposit will be forfeited and the City will remove the Improvements. The Owner will also be responsible for paying all additional costs of removal over the \$300 deposit.*

\_\_\_ Reconstruction of an existing nonconforming curb cut.

\_\_\_ Reconstruction of an existing second curb cut.

\_\_\_ Replacement of an existing sanitary sewer service line from the sewer main to the property line.

\_\_\_ Installation of a new sanitary sewer service line from the sewer main to the property line.

\_\_\_ Installation of a new water service line from the water main to the property line.

The Improvements are to be constructed in the location set forth on Exhibit A which is attached to this Agreement.

**Section C – Cost of Improvements**

The Schedule of Costs for Improvements under the Project has been adopted by Resolution by the City Council. The cost for the Improvements requested under this Agreement has been calculated by the City pursuant to the Schedule.

The total cost of the Improvements is: \$ \_\_\_\_\_

## **Section D – Payment**

Owner agrees to pay the City 100 percent of the cost of the Improvements stated in Section C of this Agreement. Owner agrees to pay the City for the Improvements using the method of payment checked below:

\_\_\_\_\_ Payment in full.

Owner acknowledges and agrees that Owner will be obligated to pay the City the full amount stated in Section C of this Agreement. Payment is due upon signing this Agreement. Payment must be in cash or by check.

\_\_\_\_\_ Assess the costs to Owner's property.

The terms of the assessment shall be as stated in the Petition and Waiver Agreement which must be signed by the Owner and will be recorded against the property.

## **Section E – Performance of the Improvement**

Owner represents that Owner is the fee owner of the property and Owner is authorized to request the Improvements and to enter into this Agreement with the City.

Owner agrees and understands that the Improvements to be constructed pursuant to this Agreement will be constructed by the City and its contractors in conjunction with the Project.

Owner understands and agrees that once the City Council has accepted the Project, Owner will assume sole ownership and will be solely responsible for maintenance of the Improvements constructed pursuant to this Agreement.

## **Section F – Right of Entry**

Owner understands that in order to construct the Improvements pursuant to this Agreement, it may be necessary for the City to enter onto the Owner's property.

Owner hereby grants the City, its agents, employees, and contractors a right of entry onto the property in order to perform the Improvements pursuant to this Agreement. This right of entry shall be for construction, inspections, investigations, excavations, testing, and any other activity necessary to construct the Improvements.

In consideration for the right of entry, the City agrees to:

- a) Provide reasonable notice to the Owner of the date and time that the Improvements will occur, prior to commencing construction of the Improvements.
- b) Dispose of all solid waste generated during the course of constructing the Improvements in accordance with applicable federal, state, and local laws, rules, and regulations.
- c) Use the Owner's property only for the purpose of constructing the Improvements, and not for parking or storing any equipment or materials that are not related to the construction of the Improvements on the property.
- d) Restore all turf disturbed by the construction of the Improvements.

This right of entry shall commence upon execution of this Agreement by both parties and shall terminate upon completion of the construction of the Improvements by the City.

**Section G – Warranty of Improvements**

Owner understands that Owner will receive a warranty for the Improvements from the contractor that will be identical to the warranty that will be given by the contractor to the City for the Project. Aside from this warranty, the City and the contractor make no other warranties, express or implied, regarding the Improvements. In no event shall the City be liable to Owner for consequential, special or indirect damages of any kind.

**Section H – Miscellaneous Provisions**

1. Indemnification. Owner agrees to indemnify, defend and hold harmless the City, its officials, employees, agents and contractors from and against any action, claim, damage, liability, loss, costs or expenses in connection with any claim or liability arising in any manner from the Improvement.

2. Compliance with Laws. The parties agree to comply with all laws, ordinances and regulations of Minnesota applicable to this Agreement and the construction of the Improvements. This Agreement shall be construed and enforced according to the laws of Minnesota.

3. Entire Agreement. This Agreement and its exhibits attached hereto, evidence the entire agreement between the parties relating to the subject matter addressed herein and supersedes all other prior agreements and understandings, written or oral, between the parties.

4. Amendment. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto or their successors.

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

**CITY OF MOUNDS VIEW**

**OWNER(S)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_

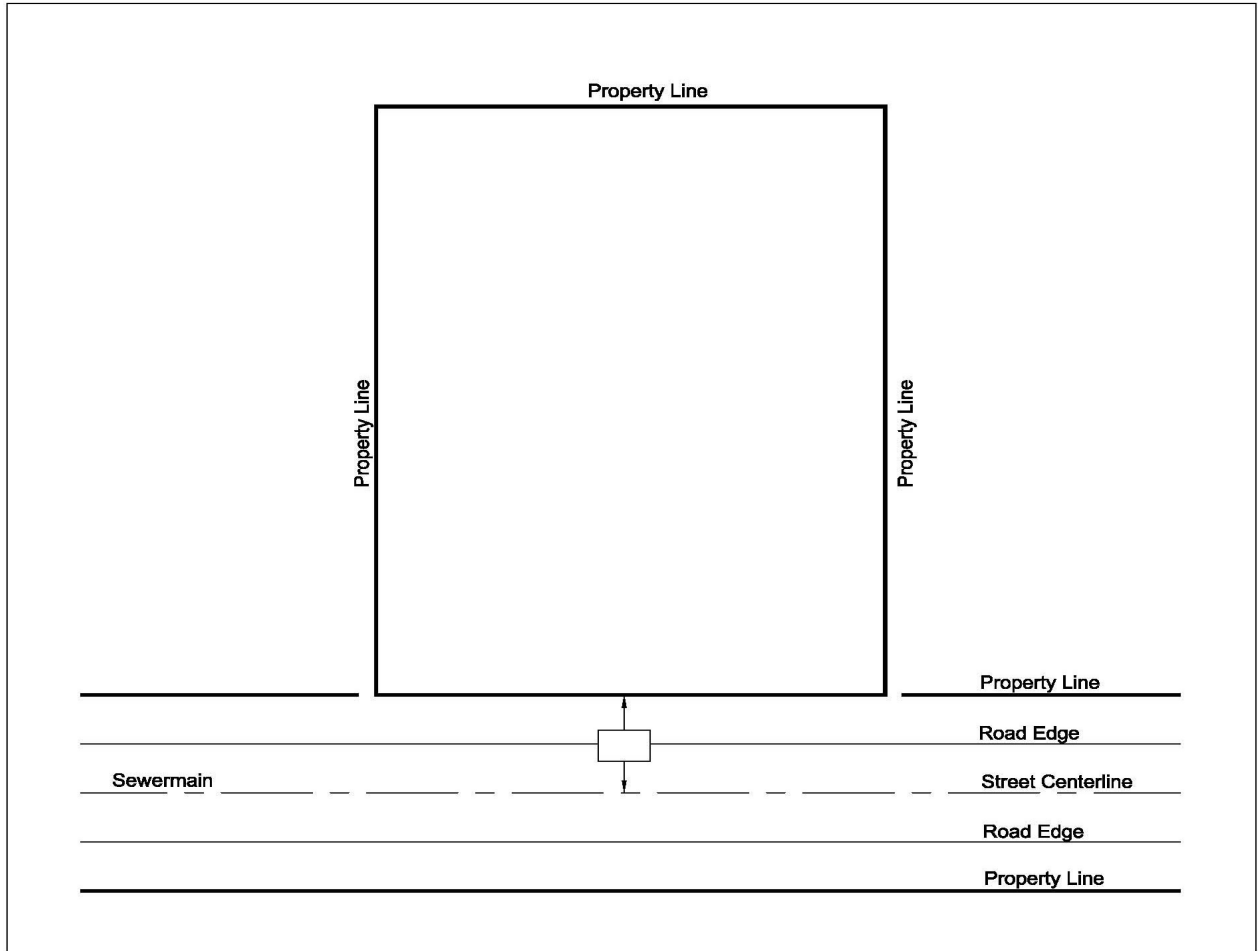
Copies for distribution: 1 – Owner, 1 – City Address File, 1 – Consulting Engineer

**EXHIBIT A**

Address \_\_\_\_\_ Date \_\_\_\_\_

**Brief Description of Proposed Improvement** \_\_\_\_\_

- Show all existing buildings/structures located on the property.
- Show proposed improvement(s).
- Indicate distance from driveway to property line. (Minimum 5 foot required.)
- Show street location(s) and name(s).
- Show directional symbols (north, south, east, west)



**City Use Only**

**PIN Number:** \_\_\_\_\_  
**Public Works Official Review:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Community Development Review and Approval:**  
**Reviewed and Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please Check:**  Driveway Widening  2<sup>nd</sup> Curb Cut  Other: \_\_\_\_\_