

PUBLIC WORKS AND UTILITIES COMMITTEE

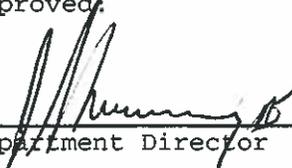
10-0631R

RESOLUTION AUTHORIZING AGREEMENT WITH ANDREW J. AND KRISTIN J. BROWN TO ALLOW CONNECTION TO WLSSD'S LAKESIDE INTERCEPTOR.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, a copy of which is on file in the office of the city clerk as Public Document No. _____, with Andrew J. and Kristin J. Brown allowing them to connect their property located at 20 North 40th Avenue East to the Western Lake Superior Sanitary District's Lakeside interceptor, subject to the approval of the district and setting forth conditions therefore.

Approved:



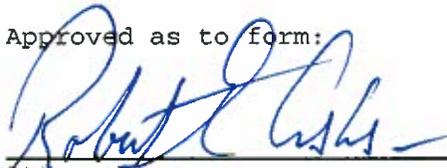
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PW&U/ATTY REA:dma 12/07/2010

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize an agreement with Andrew J. and Kristin J. Brown, husband and wife, which would allow them to connect their private sanitary sewer service to WLSSD's Lakeside interceptor.

These folks own a home at 20 North 40th Avenue East which is in need of a new sanitary sewer connection but unfortunately, there are no city mains in close proximity to the property and the cost of reaching the nearest city main would be prohibitive.

The sanitary district's Lakeside interceptor runs very close to their home and the cost of connection to it would be practical. However, the district has a policy of not allowing private homeowner connections directly to their interceptors and normally they would require that the property owner connect

through a city main. Because of the practicalities involved, the district is willing to make an exception to their policy in this case, but only if the property owners agree to make their connections subject to the jurisdiction of the city's system, in the same manner as if they were connected to a city main, and waive any liability on the part of the district or the city for any problems, such as odor and back ups, resulting from being allowed to make the connection.

The agreement approved by this resolution accomplishes those goals and will allow them to connect to the district's interceptor.

AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2010 is by and between Andrew J Brown and Kristin J Brown, husband and wife hereinafter referred to as "Applicants," and the CITY OF DULUTH, MINNESOTA, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Applicants own real property located in the City of Duluth, addressed as 20 North 40th Avenue East legally described as follows:

Lots 1 and 2, Block 2, LONDON ADDITION TO DULUTH, except that part of said premises which is included within the limits of the right-of-way of the Duluth and Iron Range Railway Company
Except Minerals.

WHEREAS, the Applicants requested approval to connect a private sewer connection to the Lakeside Interceptor owned and operated by the Western Lake Superior Sanitary District (WLSSD).

WHEREAS, WLSSD has approved the connection, contingent upon the following conditions.

NOW THEREFORE, in consideration of the authorization by WLSSD to connect Applicant's private service to WLSSD's Lakeside Interceptor, Applicant and City hereby agree as follows;

1. That this private connection will be under the jurisdiction of the City of Duluth and its Ordinances and that the City's ordinances and regulations pertaining to private services shall apply to the Applicant's service and its connection to said Lakeside Interceptor.

2. That Applicants will pay the appropriate sewer usage rate to the City.
3. That Applicants will comply with all applicable laws, ordinances, rules and regulations pertaining to allowable sewer discharges and storm water cross-connections.
4. That the City shall inspect the installation for conformance with all applicable plumbing codes.
5. That Applicants acknowledge that the aforesaid sanitary sewer connection is a private service, and that Applicant is solely responsible for operation and maintenance thereof.
6. That the City and WLSSD will not be held responsible or liable in any manner for any odor or sewer backup problems or malfunctions with the aforesaid private sewer service and Applicants hereby waive any claims of any kind whatsoever arising out of the permitting of, the construction of and the maintenance and operation of said private sewer connection and service.
7. Applicant agrees for themselves and for their heirs, successor and assigns that the terms and conditions of this agreement shall be deemed to run with the land and to inure to the benefit of the City and WLSSD and their successor and assigns if any.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

CITY OF DULUTH

APPLICANT

By _____
Mayor

Andrew J Brown

Attest: _____

Kristin J Brown

Approved:

Assistant City Attorney

STATE OF MINNESOTA)

ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Don Ness, Mayor, and Jeffrey J. Cox, City Clerk, of the City of Duluth, a municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)

ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Andrew J Brown and Kristin K Brown.

Notary Public

This document prepared by:

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