ENGINEERING DEPARTMENT

DATE: September 6, 2016

FROM: Gabe Schell, PE | City Engineer

ITEM: Agreement and Waiver

REQUEST

Review and approval of the attached Agreement and Waiver.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

Travis Welle, dba E Homes, Inc., has requested permission to replace an existing curb opening storm water inlet within the public right-of-way at 722 Calypso Drive per the enclosed Agreement and Waiver. We recommend approval of the attached Agreement and Waiver for the encroachment of the curb opening storm water inlet on the right-of-way.

RECOMMENDED CITY COMMISSION ACTION

Approve the attached Agreement and Waiver for the encroachment of the curb opening storm water inlet with the public right-of-way.

STAFF CONTACT INFORMATION

Linda J. Oster
loster@bismarcknd.gov
701-355-1505

GJS/ps
Enc.

AGREEMENT AND WAIVER

The City of Bismarck (***City***) hereby grants E Homes, Inc. (***Grantee***) the right to replace an existing curb opening storm water inlet in the public Right of Way at 722 Calypso Drive subject to the following conditions:

1. The existing inlet is located in the ***Grantee's*** desired driveway and may be replaced with an at-grade, flat casting. All work to accomplish this will be at the ***Grantee's*** expense.

2. The ***Grantee*** shall comply with all rules and procedures regarding public improvements within the Right of Way as set by the ***City*** Engineer.

3. In exchange for the ***City's*** permission to allow a flat casting inlet in the driveway the ***Grantee*** agrees to release the ***City*** and its assigns from and waive any and all claims relating to cracking of the concrete in the driveway apron. ***Grantee*** agrees that it will hold harmless and indemnify the ***City*** and its assigns from any and all claims resulting from additional ponding of storm water runoff that may result from the replacement of the inlet. If the inlet sustains damage or settles to the extent that the ***City*** is required to make repairs, the ***City*** will repair at its cost any damage to the driveway associated with its repair work to the inlet.

4. If the property is sold, this Agreement shall automatically transfer to the ***Grantee's*** successor in interest.

City of Bismarck

Dated this ____ day of _____, 2016.

Attest:_____
Keith Hunke
City Administrator

_____
Michael Seminary, President
Bismarck City Commission

Grantee

Dated this 31 day of August, 2016

By: _____
(owner)

Travis Welle
(owner)