



RECEIVED

MAY 15 2020

16319 Kettle River Blvd. • Columbus, MN 55025  
Phone: 651.464.3120  
Email: cityadministrator@ci.columbus.mn.us

City of Columbus

OFFICE USE: City Staff will fill information at time of submittal.

File No: \_\_\_\_\_ 120-day deadline: \_\_\_\_\_ Receipt: \_\_\_\_\_

**FINAL PLAT APPLICATION**

APPLICANT: Please fill in the following information:

Date: 5-12-2020

Landowner's Name: XIENG LEE Phone: 651-263-6673

Address: 5241 172ND AVE. NW ANDOVER, MN 55304 Email: docxieng88@yahoo.com

Applicant/Developer: (S.AME) Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

PIN Number or Numbers: 31-32-22-31-0002

Title Commitment or Title Opinion (less than 30 days): Must be included with submittal documents. ✓

Number of Acres in Subdivision: 40.16 Number of New Parcels in Subdivision: 1

Signature of Applicant

OFFICE CHECK LIST:

- Application Form
- Affirmation of Sufficient Interest Signed by Property Owner and Applicant
- Paper Full Size (2) copies of the Final Plat
- Electronic Copy of Final Plat
- Fees - Application Fee \$100.00  Escrow - \$1,000.00



(Reserved for County Auditor or Treasurer  
for certification)

1852131  
Ease 31-32-22-31-0002  
82  
(reserved for recording data)

**GRANT OF EASEMENT  
FOR  
STREET, UTILITY AND DRAINAGE PURPOSES**

**THIS GRANT OF EASEMENT FOR STREET, UTILITY AND DRAINAGE  
PURPOSES** is made on this 3<sup>rd</sup> day of July, 2003, by GARY A  
OSTERGREN and AMY J E OSTERGREN, husband and wife ("Grantor"), to the TOWN OF  
COLUMBUS, a Minnesota public corporation ("Grantee") and TIMBER VALLEY  
DEVELOPMENT, LLC, a Minnesota limited liability company (the "Developer")

**RECITALS**

Grantor is the owner in fee simple of real property in the County of Anoka, Minnesota,  
which is legally described on Exhibit A attached hereto (the "Easement Tract") Grantee  
desires to use a portion of the Easement Tract for the construction and maintenance of  
street, utility, and drainage areas

**NOW, THEREFORE,** in consideration of the sum of One Dollar (\$1 00) and other good  
and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by  
Grantor

1 ) Permanent Easement - Grantor hereby grant to Grantee, its successors and assigns,  
a permanent easement (the "Permanent Easement") for street, utility and drainage purposes over,  
under, upon and across that portion of the Easement Tract legally described on Exhibit B The  
Permanent Easement shall permanently run with the title to the Easement Tract and shall inure to

the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Easement Tract and all persons claiming under them

2) Use of Easement Tract - Grantor hereby agrees not to perform or allow or cause the construction of any improvements on the Permanent Easement which could damage or obstruct the Permanent Easement or interfere with Grantee's access to or Grantee's right to construct, maintain and repair the street, utility and drainage areas on the Permanent Easement

3) Improvements - The Developer agrees at its expense to construct, install and perform all work and furnish all materials and equipment in connection with the installation of the roadway over the Easement Tract (the "Improvements") Developer further agrees that all of the Improvements shall equal or exceed applicable Town of Columbus road standards

4) Warranty of Title - Grantor represents and warrants to Grantee that Grantor is the only owner of fee simple title to the Easement Tract, and that there are no undisclosed mortgages, contracts for deed, leases, rental agreements, occupancy agreements, or any other encumbrances or verbal or written agreement of any nature whatsoever affecting title to the Easement Tract Grantor, on behalf of Grantor, their heirs, successors, and assigns, hereby indemnify and hold harmless Grantee against and from any and all claims for loss, damage, or expenses which may be incurred or asserted by Grantor or any party whose consent is required to be obtained hereunder, in connection with this Grant of Easement for Street, Utility and Drainage Purposes or Grantee's use of the Permanent Easement pursuant to this Grant of Easement for Street, Utility and Drainage Purposes

5) Governing Law - This Grant of Easement for Street, Utility and Drainage Purposes shall be construed and governed by the laws of the State of Minnesota

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement for Street, Utility and Drainage Purposes on the above date

GRANTEE  
TOWN OF COLUMBUS

By Muel Muttio  
Its Town Chairman

By Barbara A. Shattuck  
Its Town Clerk



GRANTOR

[Signature]  
Gary A Ostergren

[Signature]  
Amy J E Ostergren

DEVELOPER  
TIMBER VALLEY DEVELOPMENT, LLC

By [Signature]  
Its Sec Treas

STATE OF MINNESOTA )  
Washington ) ss  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2003 by Melvin E Mettler and Barbaia Masteller, the Chairman and Clerk respectively of the Town of Columbus, a Minnesota public corporation, on behalf of the corporation



[Signature]  
Notary Public

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF ANOKA )

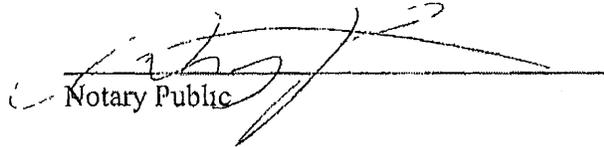
This instrument was acknowledged before me this 16<sup>th</sup> day of June, 2003, 2003, by Gary A Ostergren and Amy J E Ostergren, husband and wife



[Signature]  
Notary Public

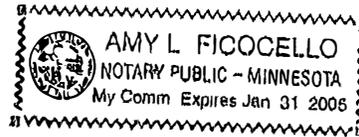
STATE OF MINNESOTA )  
 ) ss  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2003 by Paula K. Lang, the Sec. Tres. of Timber Valley Development, LLC, a Minnesota limited liability company, on behalf of the company

  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY

LARKIN, HOFFMAN, DALY & LINDGREN, Ltd  
1500 Wells Fargo Plaza  
7900 Xeixes Avenue South  
Bloomington, Minnesota 55431  
(612) 835-3800



862356 1

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT TRACT

**PARCEL 1**

The West Half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 32,  
Range 22, Anoka County, Minnesota

31 - 0002

**PARCEL 2**

The West Half of the Northeast Quarter of the Southwest Quarter of Section 31, Township 32,  
Range 22, Anoka County, Minnesota

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

AS TO PARCEL 1

A permanent easement for street, utility and drainage purposes over, under, upon and across the West 66 00 feet of the West Half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 32, Range 22, Anoka County, Minnesota

AS TO PARCEL 2

A permanent easement for street, utility and drainage purposes over, under, and across the South 66 00 feet of the West 66 00 feet of the West Half of the Northeast Quarter of the Southwest Quarter of Section 31, Township 32, Range 22, Anoka County, Minnesota

**ABSTRACT**

Receipt #	129371/20.00	<input type="checkbox"/> Incorrect/No Reference #
Date/Time	9/19/04	<input type="checkbox"/> Non-standard Document
Document Order	1 of 2	<input type="checkbox"/> Certified Copy/
PINs	<del>88</del>	
Recordability	<del>88</del>	
Filing Fees	\$20.00	<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees	\$	<input type="checkbox"/> Transfer
Well Cert Fees	\$	<input type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form		<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment		<input checked="" type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description		<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description		<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible		<input type="checkbox"/> No Change

**DOCUMENT NO. 1852131.0 ABSTRACT  
ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE  
FOR RECORD ON SEP 19 2003  
AT 9:40 AM AND WAS DULY RECORDED  
FEES AND TAXES IN THE AMOUNT OF \$20.00 PAID  
2003129371

RECEIPT NO  
MAUREEN J DEVINE  
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES  
BY JMH  
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

SEP 19 2003  
222273

COLUMBUS TOWNSHIP  
16319 KETTLE RIVER BLVD  
FOREST LAKE, MN 55025

## Coon Creek Watershed District

13632 Van Buren St. NE • Ham Lake, MN 55304

### NOTICE OF PERMIT APPLICATION STATUS

**Project:** Lee's Preserve  
**Date:** June 21, 2020  
**Applicant:** Xieng Lee  
5241 172<sup>nd</sup> Ave NW  
Andover, MN 55304

**Permit  
Application #:** 19-201

**Location:** 5223 Pine St, Columbus

At their meeting on May 26, 2020, the Board of Managers of the Coon Creek Watershed District **conditionally approved** the above referenced project with 4 conditions and no stipulations:  
**This is NOT a permit.**

#### ISSUES/CONCERNS:

ISSUE	NEED
<b>Escrows:</b> Provided disturbed area is not accurate. Total disturbed area is unknown. Staff estimate with a reasonable margin of safety is 3 acres of disturbance. \$2,000 + (3 ac * \$500/ac) = \$3,500.00	1. Receipt of escrows in the amount of \$3,500. This may be lowered if the applicant provides further information about the total area of disturbance.
<b>Soils &amp; Erosion Control:</b> Erosion Control Plan does not meet District Requirements.  It is unclear if there is grading associated with the driveway.  It is unclear if dewatering is needed during construction of the proposed project.	2. Update the Erosion Control Plan with the following: a. Update construction plans to stabilize vegetation within 7 days of rough grading or inactivity. b. Update construction plans to stabilize soil stockpiles within 7 days of inactivity. c. Provide details for silt fence. 3. Provide updated plans with pavement detail for driveway and clarify any grading activity. 4. Provide statement whether dewatering will be required for the construction of the proposed project. If yes, provide well-field location,

**Coon Creek Watershed District**

13632 Van Buren St. NE • Ham Lake, MN 55304

	rates, discharge location, schedule and quantities.
--	---

To secure Board review and obtain your permit, the District must receive:

**Conditions:**

1. Receipt of escrows in the amount of \$3,500. This may be lowered if the applicant provides further information about the total area of disturbance.
2. Update the Erosion Control Plan with the following:
  - a. Update construction plans to stabilize vegetation within 7 days of rough grading or inactivity.
  - b. Update construction plans to stabilize soil stockpiles within 7 days of inactivity.
  - c. Provide details for silt fence.
3. Provide updated plans with pavement detail for driveway and clarify any grading activity.
4. Provide statement whether dewatering will be required for the construction of the proposed project. If yes, provide well-field location, rates, discharge location, schedule and quantities.

After issuance, the permit will include the following stipulations that need to be fulfilled before permit closeout:

**Stipulations:**

1. None.

Please be advised that **this is NOT a permit**, and that work without a permit is a violation of the terms of the Coon Creek Watershed District Rule 5.1. If you have any questions, please call 763-755-0975.

Sincerely,



Matt Danzl  
Water Resource Regulation Coordinator

cc: File 19-201  
Ed Matthiesen, Wenck  
Eileen Weigel, Wenck  
Elizabeth Mursko, Columbus

## Coon Creek Watershed District

13632 Van Buren St. NE • Ham Lake, MN 55304

**Note:** Please respond to each of these items in writing when resubmitting the revised plans to the District. Resubmittals must include two hard copies and an electronic version sent to [permitsubmittals@cooncreekwd.org](mailto:permitsubmittals@cooncreekwd.org). **Please submit written responses below the original typed comments, using extra sheets as necessary, addressing comments from the District.** If you have any questions, feel free to contact Matt Danzl at (763) 755-0975. Pursuant to Coon Creek rule 7.3 deficiencies must be addressed and resubmitted within 60 days. Failure to do so shall be deemed a withdrawal of the permit application.

**DECLARATION OF EASEMENT**

This Declaration of Easement is made to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by Xieng Lee and Porshoua Lee, husband and wife (the “**Declarants**”).

**RECITALS**

- A. The Declarants are the fee owners of certain parcels of real property located in Anoka County, Minnesota, which are referred to herein as “**Parcel 1**” and “**Parcel 2**”. Parcel 1 and Parcel 2 are collectively referred to herein as the “**Parcels**”.
- B. The legal descriptions of the Parcels are as follows:
  - Parcel 1  
Lot 1, Block 1, Lee Preserve  
- and -
  - Parcel 2  
Lot 2, Block 1, Lee Preserve
- C. The pedestrian and vehicular access to the Parcels is currently provided via an unpaved driveway (the “**Driveway**”) located over and across a strip of land which is legally described on the attached Exhibit A (the “**Driveway Parcel**”). The Driveway Parcel is located entirely on the Parcels. A depiction of the location of the Driveway Parcel is shown on the attached Exhibit B.
- D. The Declarants expect to convey the ownership of the Parcels to others so that the ownership of the Parcels will not be held by the same individual or entity. Accordingly, the owner of Parcel 1 is referred to herein as the “**Parcel 1 Owner**”, and the owner of Parcel 2 is referred to herein as the “**Parcel 2 Owner**”. They are sometimes referred to herein collectively as the “**Parcel Owners**”, and individually as a “**Parcel Owner**”.
- E. In order to establish certain rights and responsibilities of the Parcel 1 Owner and the Parcel 2 Owner with respect to the use of the Driveway Parcel, the Declarants, by this Declaration, create an easement over the Driveway Parcel upon such terms and conditions as are set forth herein.

**NOW, THEREFORE**, the Declarants hereby state and declare as follows:

**DECLARATION**

- 1. **Access Easement.** The Declarants hereby declare and establish a permanent non-exclusive easement over and across the Driveway Parcel (the “**Access Easement**”) for the use and benefit of the Parcel 1 Owner and the Parcel 2 Owner. The purposes for which the Access Easement may be used shall be to provide pedestrian and vehicular access for the Parcel Owners to their respective Parcels.

2. **Maintenance and Repair of the Driveway Parcel.**

- a. **General Description of Maintenance, Repair, and Replacement.** The items of maintenance, repair, and replacement described herein are collectively referred to herein as “**Maintenance**”. The Driveway shall, at all times, have a width of at least fourteen (14) feet of improved surface. The Driveway which shall be maintained in a condition which is suitable for providing reasonable pedestrian and vehicular access to the Parcels. The maintenance, repair, and replacement of the Driveway shall include, but not necessarily be limited to, the following:
- i. Snow removal;
  - ii. Cleaning adjacent ditches (if any) and other action reasonably necessary to prevent the flooding or erosion of the Driveway;
  - iii. Maintenance, repair, and replacement of any culvert(s) located in the Driveway Parcel;
  - iv. Periodic application of crushed rock and/or gravel reasonably necessary to facilitate pedestrian and vehicular passage and the drainage of water off of the Driveway;
  - v. Grading, as reasonably necessary;
  - vi. Removal of obstacles which may impair access to the Parcels; and,
  - vii. Other action as reasonably necessary to maintain the Driveway in a condition that will provide access the entire length of the Driveway Parcel.
- b. **Performance of the Maintenance.** All maintenance, repair and replacement which is undertaken pursuant to this Declaration shall be performed by individuals who are qualified to perform the same, and shall be performed in a workmanlike manner.
- c. **Determination of the Need for Maintenance and Allocation of Cost.**
- a. If either Parcel Owner decides that Maintenance is reasonably necessary, that Parcel Owner may undertake to complete that Maintenance, subject to the following:
    1. The Owner making the determination that Maintenance should be undertaken shall notify the other Owner in writing of that determination (the “**Notification**”). The Notification shall include, but not necessarily be limited to:
      - a. A description of the condition which requires the Maintenance;
      - b. A description of the proposed Maintenance;
      - c. A proposed date for the commencement of the Maintenance;
      - d. The estimated cost of the Maintenance; and,
      - e. The proposed allocation of the cost of the Maintenance, if it is different than the Allocated Share described in Subsection 2, below.

2. The cost of Maintenance is referred to herein as the “**Maintenance Cost**”. The allocation of the Maintenance Cost to each Parcel Owner is referred to herein as the “**Allocated Share**”.

Unless the allocation of the Maintenance Cost is expressly agreed to otherwise in writing, each Parcel Owner’s Allocated Share of the Maintenance Cost shall be one-half the Maintenance Cost. If a Parcel Owner incurs a Maintenance Cost, and the other Parcel Owner refuses or delays payment of that Parcel Owner’s Allocated Share within seven (7) days of the Notification, the Parcel Owner who has made the determination that Maintenance is reasonably necessary may proceed with the Maintenance and make the payment therefor, in which case the Parcel Owner who made the determination shall have a claim against the other Parcel Owner for the other Parcel Owner’s Allocated Share.

3. If a Parcel Owner believes the Maintenance is needed within seven (7) or fewer days in order to address condition which prevents or substantially impairs Access (such as, but not necessarily limited to a fallen tree; a complete washout; or excess build-up of snow) (“**Emergency Maintenance**”):
  - a. That Parcel Owner does not need to provide any Notification of the Emergency Maintenance; and,
  - b. The cost of such Emergency Maintenance shall be allocated equally to each Parcel Owner. In such a case, the requesting Parcel Owner may take whatever steps are reasonably necessary to complete Maintenance.

3. **Private Easement.** The Access Easement granted herein is a private easement, and nothing herein shall be interpreted as creating any rights in the public with respect to the Parcels.
4. **Temporary Easement for Performance of Maintenance.** A temporary easement is declared over that portion of each of the Parcels immediately adjacent to the Driveway Parcel as may be reasonably necessary maintenance, repair, and replacement.
5. **Binding Effect; Appurtenant.** This Declaration shall be binding upon and inure to the benefit of the Parcel 1 Owner and the Parcel 2 Owner and their respective heirs, successors, assigns and legal representatives. The Access Easement is appurtenant and shall run with the land, and shall benefit and burden the Parcels.
6. **Governing Law.** This Declaration shall be construed and interpreted in accordance with substantive Minnesota law applicable to agreements executed in Minnesota.
7. **Headings.** The headings of various sections of this Declaration have been inserted for reference only and shall not be deemed to be a part of this Declaration.
8. **Amendment and Waiver.** This Declaration may be amended at any time prior the conveyance by Declarants of either Parcel to another person or entity. Thereafter, neither this Declaration nor any provision hereof may be modified, waived, discharged or



EXHIBIT A

Legal Description of the Driveway Parcel

EXHIBIT B

Depiction of the Location of the Driveway Parcel  
(See following page)



**RESOURCE  
STRATEGIES  
CORPORATION**

13706 COYOTE COURT  
MINNETONKA, MN  
55305

612/220-0606

rscmn@spacestar.net

To: Elizabeth Mursko, City Administrator  
Columbus City Council

From: Dean Johnson, RSC

Date: June 17, 2020

Re: Lees Preserve Final Plat

I have reviewed the Lees Preserve Final Plat documentation forwarded to me and offer the following Findings and Recommendations:

**Findings of Fact**

1. The Planning Commission held a public hearing on the Lee Preserve Preliminary Plat application on March 4, 2020 and recommended approval of the preliminary plat.
2. The City Council approved the Lee Preserve Preliminary Plat on March 11, 2020.
3. The City received a Lees Preserve Final Plat application on May 15, 2020.
4. The final plat is consistent with the approved preliminary plat.

**Recommendations**

Based upon the above Findings of Fact, the Lees Preserve Final Plat should be approved subject to the following:

1. Recommendations of the City Engineer.
2. Title review and recommendations of the City Attorney.
3. A subdivision development agreement for shared road easements and maintenance.
4. Recommendations of the Anoka County Survey Department.
5. Recommendations of the Coon Creek Watershed District.
6. Wetland buffer plaques at locations determined by the City.
7. Cash in lieu of park land dedication requirements.
8. Construction of a new home on Lot 2 must commence within 12 months of approval of the final plat or the existing accessory structures must be removed.
9. Subsequent NPDES II permit(s) for any individual site grading that exceeds one acre.
10. Reimbursement of City expenses associated with plat review.



Real People. Real Solutions.

7533 Sunwood Drive NW  
Suite 206  
Ramsey, MN 55303-5119

Ph: (763) 433-2851  
Fax: (763) 427-0833  
Bolton-Menk.com

## MEMORANDUM

**Date:** June 18, 2020  
**To:** Elizabeth Mursko, City Administrator  
Columbus City Council  
**From:** Kevin F. Bittner, City Engineer *KFB*  
**Subject:** Final Plat Review – Lees Preserve  
City of Columbus

I have reviewed the Final Plat Submittal for Lees Preserve, based on the Subdivision Regulations in Chapter 8 of the City Code and my comments on the preliminary plat submittal.

Based on this review, I recommend approval of the final plat, subject to the following:

- Approval of the Grading and Development permit from the Coon Creek Watershed District.



444 Cedar Street, Suite 1500  
 Saint Paul, MN 55101  
 651.292.4400  
 tkda.com

Updated: June 16, 2020

**City of Columbus, Minnesota  
 Preiners Preserve**

TKDA Project No. 16015.000

**One Year Warranty Walk Through**

**NOTES:**

A warranty walk through was performed on April 14<sup>th</sup>, 2020. Contractor responsibility to complete the work according to the Contract Documents. The Contractor shall indicate the date completed and initial items.

Red highlighted items are from the walk through on 5/11/2020.

Blue highlighted items are from the walk through on 6/1/2020.

		Date Completed	TKDA Initials	Contractor Initials
<b>SANITARY SEWER</b>				
1.	MH 104 – Fix Infiltration in barrel section.	5/11/20	AJM	
2.	MH 105 – Fix Infiltration in barrel section.	5/11/20	AJM	
3.	MH 107 – Fix Infiltration in barrel section.	5/11/20	AJM	
4.	MH 108 – Fix Infiltration in barrel section.	5/11/20	AJM	
<b>STORM SEWER</b>				
5.	Remove all inlet control devices so a final inspection can be performed.	5/11/20	AJM	
	Place nuts, bolts and washers on top of the lid at the skimmer structure to hold the lid down.	6/1/20	AJM	
	CB MH #402 Remove cracked concrete around the doghouse and place new concrete back around the doghouse.	6/1/20	AJM	
<b>STREETS</b>				
6.	Saw and seal any cracked curb on the site.	5/11/20	AJM	
7.	Route and seal any cracks in the bituminous wear course. There are (12) different cracks throughout the project.	5/11/20	AJM	
8.	Backfill behind the curb that has settled out on the vacant lots.	6/12/20	AJM	
	Abilene Drive NE on the east/west side of street needs back of curb filled. 149 <sup>th</sup> Ct. needs curb backfilled all around the cul-de-sac. Seed needs to be placed on these spots.	6/12/20	AJM	
<b>Erosion Control</b>				
9.	Remove all bio rolls and silt fence that is still remaining on the site.	5/11/20	AJM	
	Remove two little pieces of silt fence on the East side Pond #3	6/1/20	AJM	

Cc: Elizabeth Mursko, City Administrator  
 Jim Windingstad, Public Works Supervisor  
 Byron Westlund, Woodland Development Corp.  
 Craig Jochum, Hakanson Anderson  
 Bryan Houle, C.W. Houle, Inc.  
 Dennis Postler, Adam Martinson, Craig Rylander, Larry Poppler – TKDA

K:\a-r\Columbus\16015000\06\_Communications\07\_Development Reviews & Materials\Preiners Preserve\_6-10-16\One year warranty walk through\_Updated 6-16-20.docx



444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
651.292.4400  
tkda.com

June 16, 2020

Honorable Mayor and City Council  
City of Columbus, Minnesota

Re: Preiners Preserve  
Release of Letter of Credit  
Columbus, Minnesota  
TKDA Project No. 16015.000

Dear Mayor and Council Members:

At its December 27, 2018 meeting, the Columbus City Council accepted the public infrastructure within the Preiners Preserve Development. Per the Development Agreement, a Letter of Credit equal to 20% of the original surety amount shall be maintained for a period of one year following the completion of the improvements.

After this one-year period, engineering typically conducts a final warranty inspection to confirm all public infrastructure conveyed to the City is still in acceptable condition. At its January 22, 2020 meeting, the Columbus City Council reduced the Letter of Credit to 10% of the original surety amount until a final inspection could be performed in the spring.

A final one-year warranty inspection of the public improvements has recently been completed within the Preiners Preserve development. All punch list items from that inspection have now been satisfactorily completed. As such, we recommend the City release the remaining Letter of Credit in the amount of \$107,500.

Requested Action:

Release the existing Letter of Credit for the Preiners Preserve Development in the amount of \$107,500, which is currently 10% of the original surety amount.

Sincerely,

A handwritten signature in blue ink that reads "Dennis M. Postler".

Dennis M. Postler, PE  
Senior Project Manager

Enclosure

## City of Columbus Calendar of Meetings

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### June & July 2020

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
21	22	23	24 <b>4:00-6:00 pm CC Workshop 7:00 p.m. CC Mtg</b>	25	26 <b>Absentee Voting Starts for Primary Election</b>	27
28	29	30	1 <b>JULY</b>	2	3 <b>July 4<sup>th</sup> Holiday Observance - Offices Closed</b>	4 <b>July 4<sup>th</sup> Holiday</b>
5	6	7	8 <b>6:00 pm EDA Mtg. 7:00 pm CC Mtg</b>	9	10	11