REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: JUNE	50,205		
1. Jar [print nam	<u>Sean</u> e(s) as below]	Jal ("Owner"), am the legal owner(s) of the property having the street
address of	4601 W	6th ST	(the "Property") and I have the authority

to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

§ 3262.04, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to
 pay for the Actual Costs of the Work by way of an assessment against the Property.
- I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- 3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
- I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

print name) (signature)

(print name)

(signature)

E-PWU/ENGINEER/PROJECTS/Transportation/0938TR/Sidewalk & Patch 2012/013SidewalkAssessment.doc

REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: TUY	14,201	5		
ı, Alb	ert ame(s) as b	Per.	relle	("Owner"), am the legal owner(s) of the property having the street
address of	PIT	E 8t	h ST	(the "Property") and I have the authority

to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

s 316,54, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public casement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to
 pay for the Actual Costs of the Work by way of an assessment against the Property.
- I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- 3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
- I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

orrel signature)

(print name)

(signature)

G/2015 Patching/Sidewalk Sites/013SidewalkAssessment.doc

Fxhibit A

REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: AUG 25 2014

(Print name(s) as below] ("Owner"), am the legal owner(s) of the property having the street

address of 315 E HEARD ST _____ (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

s 1048, 34, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- L). I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
- 2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX 3.) of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs. including legal fees, to enforce this agreement.
- 5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

(print name)

(print name)

(signature)

E/PWU/ENGINEER/PROJECTS/Transportation/0938TR Sidewalk & Patch 2012/013SidewalkAssessment.doc

REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: JWE 16	,2015		
1. Richards		("Owner"), am the	legal owner(s) of the property having the street
[print name(s) as	s below]	AUT IL	

address of 103 N 2(4h / NE W (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

s 1418, 33, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to
 pay for the Actual Costs of the Work by way of an assessment against the Property.
- I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- 3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
- I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

KAMIZ,) (print name) (signature)

(print name)

(signature)

EPWU/ENGINEER/PROJECTS/Transportation/0938TR Sidewalk & Patch 2012/013SidewalkAssessment.doc

1.5.

Fxhibit A

REOUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: Ellenwhelihm

("Owner"), am the legal owner(s) of the property having the street

121 N 24th AVE F address of (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary,

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

s 1010.95, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property. whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- 1.) I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
- 2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- 3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
- 5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments,

(print name) (signature)

(print name)

(signature)

I/PWU/ENGINEER/PROJECTS/Transportation/0938TR/Sidewalk & Patch 2012/013SidewalkAssessment.doc

REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date:	6.4.15
I	Jim Boilezu

("Owner"), am the legal owner(s) of the property having the street

address of <u>TO5 CEDAR GATE CIR</u> (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

<u>\$ 999.31</u>, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to
 pay for the Actual Costs of the Work by way of an assessment against the Property.
- I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- 3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
- I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

(print name) stenature)

(print name)

(signature)

1: PWU ENGINEER PROJECTS/Transportation/0938TR Sidewalk & Patch 2012/013SidewalkAssessment.doc

REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: 5/19/15	
1. Carol Dammer	("Owner"), am the legal
[print name(s) as below]	er.

4274 PLI OI address of (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary,

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

976.80 , which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- 1.) I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
- 2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- 3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
- 5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

Carol Dammer POA (print name) Carol Dammer POA

(print name)

owner(s) of the property having the street

(signature)

1: PWU/ENGINEER/PROJECTS/Transportation/0938TR/Sidewalk & Patch 2012/013SidewalkAssessment.doc

REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date:

I. WILLIAM KOIVISTO ("Owner"), am the legal owner(s) of the property having the street [print name(s) as below] edden.cf 23 W 9th ST

address of ______ (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:

<u>s</u> 2703.13, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as 125% of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:

- I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to
 pay for the Actual Costs of the Work by way of an assessment against the Property.
- I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than 125% of the Estimated Cost of the Work.
- I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX
 of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City
 Code, 1959, as amended.
- 4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
- I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

print name

(print name)

(signature)

G/2015 Patching/Sidewalk Sites/013SidewalkAssessment.doc