

EXHIBIT "A"

SIDEWALK REPLACEMENT POLICY AND GUIDELINES STATEMENT

The following Policies and Guidelines Statement will be used to guide the replacement of sidewalks within the City of Marysville.

1. RESPONSIBILITY FOR REPAIRS

Where the condition of sidewalks, curbs, and gutters pose a hazard for pedestrians, the cost of repairing such sidewalk, curb, and gutter is the responsibility of the adjacent Property Owner. This is prescribed by Sections 5610 of the California Streets and Highways Code and Section 11.12.010 of the Marysville Municipal Code.

2. CITY PARTICIPATION IN COSTS

While the City recognizes the responsibility of the property owner for repairs to the curb, gutter, and sidewalk, the City Council wishes to contribute toward the cost of repairs to the extent that funds are available and identified with the City's budget. The Council therefore, establishes the following policy for City contribution to sidewalk, curb and gutter repair.

Where damage to sidewalk, curb, or gutter is caused by trees within the public right-of-way or on City property (city street trees), the City has indicated it's desire, within available funds, to participate in the cost of such repairs. Under this program, the City would contribute fifty percent (50%) of the cost of sidewalk repairs and curb and gutter repairs where damage is caused by City street trees with the remaining fifty percent (50%) being the responsibility of the Property Owner.

Where the cause of the damage to sidewalk, curb, or gutter is other than due to a City street tree, the City will contribute twenty five percent (25%) of the cost of repairs within the limit of available funds with the remaining seventy five percent (75%) being the responsibility of the Property Owner.

The Property Owner may apply for 50/50 or 75/25 cost sharing with the City through this plan. The City will pay one-half of the sidewalk, curb, or gutter replacement costs or one-quarter of the sidewalk, curb, or gutter replacement costs under the following conditions:

- a. The sidewalk, curb or gutter replacement must be performed by the City, or a contractor employed by the City.
- b. Funds allocated by the City for cost sharing must be available.
- c. The Property Owner must execute a Short Form Contract (Exhibit "C")

- d. before the work is performed.
Each property may only participate one time in cost sharing with the City.

3. METHOD OF NOTIFYING PROPERTY OWNERS OF NEEDED REPAIRS

When, due to a lack of available funds or damage due to some cause other than a City street tree, repairs to the sidewalks by the Property Owner are required, the City Services Director will follow the procedures of Sections 5600 through 5630 of the California Streets and Highways Code to notify the Property Owner of the need for repairs. As a part of the initial notification, the property owners will be given an opportunity to apply for 50/50 or 75/25 cost sharing with the City.

Should the Property Owner not respond as required in Section 5614, the City will complete the improvements with one hundred percent (100%) of all costs associated with the repairs being charged to the Property Owner in accordance with the billing, hearing, and lien procedures provided in the California Streets and Highways Code.

When a Property Owner applies for 50/50 or 75/25 cost sharing with the City, the City Services Director will proceed to execute a "Short Form Contract" attached as Exhibit "C" with the Property Owner.

4. CONSTRUCTION PROCEDURES

The following construction sequence will be followed to complete the sidewalk repairs:

- a. The Contractor will complete the removal of the sidewalks, curb, or gutter identified for repair.
- b. The City will complete any tree and tree root modifications, including removal, if necessary.
- c. The Contractor will prepare the sub-grade and construct and form work needed for the installation of the new sidewalk, curb or gutter. The Contractor will install and finish the new sidewalk, curb or gutter.

5. COST PARTICIPATION AND BILLING

For those repair locations where an executed "Short Form Contract" has been signed, the City will participate in fifty percent (50%) or twenty-five percent (25%) of the Contractor's cost for installing the new sidewalk. Upon completion of the sidewalk repairs the Property Owner will be billed by the City for fifty percent (50%) or seventy-five percent (75%) of the cost of the completed sidewalk, curb or gutter improvements. The Property Owner will have thirty (30) days to remit payment to the City.

EXHIBIT "B"

Date

(Address of Property Owner)

RE: Your Property Located at (Address adjacent to location needing sidewalk repairs)

Subject: Sidewalk Repair Program

Dear Property Owner:

In an effort to improve pedestrian safety, the City of Marysville has expanded its efforts in repairing sidewalks and other concrete improvements along City streets. The California Streets and Highways Code and the Marysville Municipal Code require the Property Owner to be responsible for maintaining and repairing the sidewalk, curb, and gutter abutting his/her property.

The City Council has adopted a program to allow the City to participate with the Property Owner in the cost of making sidewalk and other concrete repairs on a 50/50 or a 75/25 basis. This program allows for a one time only sharing of costs, as long as funds allocated by the City are available. If the damage to the concrete was caused by a City street tree, the City will agree to pay fifty percent (50%) of the repair costs. In the event the damage was not caused by a City street tree, the City will agree to pay twenty five percent (25%) of the repair costs.

The City Services Department has determined that there is a sidewalk defect adjacent to your property as addressed above that constitutes a safety hazard to foot traffic. The hazardous area consists of _____ square feet of sidewalk that will need to be replaced and has been marked with paint by the City Public Works Department. City staff has determined that the damage to this concrete was/was not caused by a City street tree and therefore this repair is eligible for the 50/50-75/25 program.

The repairs can be made in one of the following ways:

1. By the property owner, using a licensed contractor. You would make the arrangements for the work. Your contractor will need to obtain an Encroachment Permit from the City Services Department and provide evidence of liability insurance prior to beginning any work. If you choose this option, the City does not pay any portion of the repair costs.
2. By the City. Currently the City uses a contractor hired by the City, based upon a competitive bidding process, which will be used to remove the damaged sidewalk and complete the installation of the new concrete. The cost per square foot for the new sidewalk is \$_____. The cost per linear foot of new curb and gutter is \$_____. The City will bill the Property Owner fifty-seventy-five percent of the cost

of installing the new sidewalk. Upon completion of the work you will have thirty (30) days to remit payment to the City.

If you wish to participate in the City's cost sharing program, the work must be performed by the City, a "Short Form Contract" is required between you and the City.

It is important that the sidewalk is repaired in a timely manner. The California Streets and Highways Code requires that the repair is started by the Property Owner "within two weeks after notice given and diligently and without interruption prosecuted to completion." To help us meet this requirement, please contact us within 10 business days to let us know what your schedule is for repairing the sidewalk.

Once the need for a sidewalk repair has been reported to the City, we are legally required to enact the repairs. If the City has not issued an encroachment permit to the contractor of your choice, or received the signed 50/50-75/25 Short Form Contract with ten business days, the repairs will be completed and you will be responsible for the full cost of such repairs.

We look forward to working with you to improve pedestrian safety and improve the mobility of all City residents through this important project.

Very truly yours,

David B. Lamon, P.E.
City Services Director

Enclosures:

1. Sidewalk Repair Specifications
2. Agreement (Short Form Contract)

Attachment to Letter

"Sidewalk Repair Specifications"

To be used if repair to be completed by personal contractor.

These standards, in summary, will require the following:

1. A neat cut with a concrete saw surrounding the defective area marked in paint or the neat removal of the defective concrete slab at the nearest expansion joint.
2. Disposal of the defective concrete at an approved landfill.
3. Preparation of the sidewalk sub-grade including the removal of tree roots or other landscaping materials to a depth of twelve inches (12") below the finished grade of the sidewalks and replacement of same with new Class 2 - 3/4" maximum size aggregate base material (Caltrans Standards Section 26-1).
4. Construction of appropriate concrete forms to provide clean vertical edges.
5. Pouring the sidewalk with new Class "C" concrete having a minimum compressive strength of not less than 3500 pounds per square inch (Caltrans Standards 90-1) and a workmanlike finishing of the concrete surface consistent with other new sidewalks.

EXHIBIT C
AGREEMENT

BETWEEN THE CITY OF MARYSVILLE AND _____

FOR SIDEWALK REPAIRS AND OTHER ASSOCIATED WORK AT _____.

THIS AGREEMENT, hereinafter referred to as AGREEMENT, is made and entered into this _____ day of _____, _____, by and between the City of Marysville, hereinafter referred to as CITY, and _____, an

(Please Check One)

1. Individual,

3. Corporation,

2. Partnership,

4. Property Owner or Tenant Association,

hereinafter referred to as OWNER, including all successors in interest.

RECITALS

1. The California Streets and Highways Code, hereinafter referred to as CODE, at Section 5610 requires the OWNER to be responsible for maintaining any sidewalk in such condition that the sidewalk will not endanger persons or property, and maintain it in a manner convenient for use of the public.
2. Sidewalk is defined in Section 5600 of the CODE as the sidewalk itself, as well as a park or parking strip, curbing, bulkheads or retaining walls, or any works for the protection of the sidewalk or parking strip.
3. The CITY code at Section 11.12.010 places the responsibility for maintaining sidewalks on the Property Owner adjacent to the sidewalk.
4. In certain circumstances CITY desires to contribute one half/quarter the cost of sidewalk repairs for residential properties in accordance with City Policy and to the extent funds are available.
5. Trees whose roots are distorting the public sidewalks will be root pruned, and/or the tree top will be (balance) pruned, if possible, or the trees may be removed, if necessary, for public safety or to provide a safe and long lasting sidewalk surface.

IN CONSIDERATION of the CITY'S agreement to contribute a portion of the cost of

sidewalk repairs with OWNER, it is **HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. The CITY will arrange for sidewalk repairs to the CITY'S Line, Grade, and Specifications at: (Address) _____.
2. The OWNER will agree to pay the CITY 50%-75% of the cost of sidewalk repairs (upon completion of same). All payments shall be made within 30 days of notification to the OWNER by the CITY that said repairs have been inspected and approved by the CITY for conformance to the CITY Line, Grade, and Specifications. Said notification shall include a payment request equal to not more than 50%-75% of the cost of making the sidewalk repairs as detailed in Section 5 below.
3. The CITY will balance, or root prune trees, or remove trees in the public rights-of-way at CITY'S expense in conjunction with the sidewalk repairs. The OWNER will be required to root prune trees, or remove trees located on OWNER'S property as OWNER'S expense in conjunction with the sidewalk repairs.
4. This Agreement by the CITY, to share the cost of sidewalk repairs, is not intended to create an obligation on the part of the CITY to participate in future repairs. All subsequent maintenance and repairs remain the obligation of OWNER as required by the CODE in Section 5610.
5. Quantities of work to be completed and the agreed price included in this AGREEMENT is:

<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>	<u>CITY'S SHARE</u>	<u>OWNER'S SHARE</u>
* _____	\$ _____	\$ _____	\$ _____	\$ _____
** _____	\$ _____	_____	\$ -0-	\$ _____

*Eligible Project Quantity

**Additional quantity requested by Owner

OWNER agrees to remit OWNER'S share, in full, within 30 days of notification by the CITY that repairs have been completed.

6. Within the 30 days required for payment, OWNER may request payment in installments. If owner elects to pay in installments, the OWNER'S share shall be paid in six equal monthly installments, including interest at six percent (annual) and a \$50 administrative fee. If OWNER fails to pay in full or fails to pay any monthly payment as required, this agreement shall be void, and OWNER will be assessed the full cost of the sidewalk repairs.

7. CITY and OWNER relative liability and responsibility for safety of sidewalk users is not changed by this AGREEMENT, but shall be as fixed or determined by applicable law.
8. If any part of this AGREEMENT is found null or void, illegal, or non-attainable, that part shall be severed and all other parts of the AGREEMENT shall remain in full force and effect.
9. CITY and OWNER agree to defend and hold harmless the other party for any acts, errors or omissions on the part of one of the parties which gives rise to a claim for damage or injury in the performance of the work provided for herein.
10. The CITY by Resolution Number **2001-07** dated **February 6, 2001** authorized the City Services Director to execute this AGREEMENT on behalf of the Council of the City of Marysville, State of California.

IN WITNESS WHEREOF the parties have caused their names to be signed and made effective on the date set forth in the first paragraph of this AGREEMENT.

* * * * *

OWNER, a

CITY, the City of Marysville

 (Person, Partnership, or Corporation)

By _____
 David B. Lamon
 City Services Director

By: _____

 (Title/Owner)

 Mailing Address

 City / State / Zip

 Telephone