

**SIDEWALK REPAIR PROGRAM APPLICATION**

Engineering Division, 22500 Salamo Rd. Box 800; West Linn, OR 97068

Questions: [cwl\\_rowpermits@westlinnoregon.gov](mailto:cwl_rowpermits@westlinnoregon.gov) or (503)722-5500

More information: [westlinnoregon.gov/publicworks/sidewalk-repair-program](http://westlinnoregon.gov/publicworks/sidewalk-repair-program)



<b>PROPERTY ADDRESS:</b>	
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PROPERTY OWNER				
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Name:					
Address:					
City:		State:		Zip:	
Phone:		Fax:			
Email:					

PAYMENT METHOD	
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<input type="checkbox"/> I will make payment in person at City Hall (Engineering counter)	<input type="checkbox"/> Call me for credit card payment
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*\*Payment will be requested at a later date by City staff following a site visit and specific cost estimate*

**PROCESS**

1. Complete and return this form to [cwl\\_rowpermits@westlinnoregon.gov](mailto:cwl_rowpermits@westlinnoregon.gov) or to Engineering at City Hall. Provide a basic sketch of the repair areas on the back of this form.
2. An inspector will visit your site, verify the sidewalk panels to be removed/replaced, and provide a cost estimate to you if your sidewalk meets the requirements of the program. Damaged panels must be replaced completely from joint to joint, patching is not permitted by City Code.
3. If you approve of the repair area and cost estimate simply make payment prior to July 15, 2015 and your property will be placed on the list for sidewalk repair. Payments can be made at City Hall or we can arrange to call you for credit card payment over the phone.

**AGREEMENT**

I hereby request that the City of West Linn, through its authorized contractor, perform repairs on the public sidewalk abutting my property as necessary to eliminate damaged or hazardous concrete sidewalk. I understand that payment must be made prior to July 15 in order for work to be scheduled, if payment is not made my property will not be part of this year's Sidewalk Repair Program. If the actual cost of work at my property exceeds the initial cost estimate I understand that I am responsible for these additional charges and will be billed following completion of the work. I also understand that if any additional costs are not paid within 30 days of invoicing these charges may be assessed as a lien on my property. If costs are lower than estimated, or if my sidewalk is not completed under this Program a refund will be made. While crews will make an attempt to repair known irrigation system damage during construction, irrigation system damage is the ultimate responsibility of the owner. An 18 month warranty on work performed is provided.

I understand that property owners remain liable for injuries caused by failure to maintain the sidewalk under West Linn Municipal Code despite project delays, if the sidewalk is unable to be repaired under this program, or for any other reason. The City and its agents, employees, or contractors assume no liability for sidewalk maintenance or injury at my property now or in the future.

In exchange for the City of West Linn's services provided to me pursuant to the City's Sidewalk Repair Program, I agree to hold the City harmless from any and all liability and expenses which in any way arise from, during, or in connection with this Program, or arising out of the conduct of the City, its agents, volunteers, or participants, except liability arising out of the sole negligence of the City. This indemnification shall extend to any and all causes of action, claims, losses, damages, judgments or other costs or expenses, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity affected by this Program. If any aspect of this indemnity is found to be illegal or invalid for any reason, all other provisions of this Agreement shall not be affected by the determination and all other provisions shall continue in full force and effect.

**By my signature below I certify that I am the legal owner of record for the property listed above and I have read and agree to the conditions under which this agreement is made. I understand there is a chance that costs incurred may exceed the cost estimate provided due to necessary field changes and I agree to provide funding for any additional work.**

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Print Authorized Signature Date

<b>CITY STAFF USE ONLY:</b>	Square Footage for replacement:		Cost:	\$	Date Payment Made:	
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## SITE PLAN

Please provide a basic sketch of the sidewalk areas you would like to replace in relation to easily recognizable landmarks such as driveway approaches or mailbox structures. Include basic dimensions and number of panels needing removal and replacement if possible.

### EXAMPLE SITE PLAN

