



Damaged Sidewalk Repair Program

Revision Date: August 13, 2013

DAMAGED SIDEWALK REPAIR PROGRAM

Introduction

The City of Sunrise recognizes that the maintenance of sidewalks provides significant benefits to the community while maintaining a safe and useable infrastructure throughout the City. In order to address sidewalk maintenance problems that are identified by the City, Section 18-1 of the City Code of Ordinances provides for the construction, maintenance, and repair of public sidewalks to be the responsibility of the abutting property owner. Recognizing that the cost to bring a property with a damaged sidewalk into Code compliance may be significant, the City has developed the “Damaged Sidewalk Repair Program” (the “Program”) to eliminate permitting costs and requirements and to provide low-cost repair services to residential property owners in order to achieve sidewalk maintenance compliance.

Program Summary

This Program enables the owners of single-family and multi-family residential real property in Sunrise to contract with the City of Sunrise to perform at a reasonable cost the repair of damaged sidewalk, including the replacement of sidewalk, in lieu of performing the work themselves or hiring contractors to perform the work. While common repairs include replacement of sidewalk, grinding of misaligned joints, and caulking of unsealed joints, City staff may identify other available solutions to a particular damaged sidewalk. The actual sidewalk repair work will be performed by the City’s employees or persons contracted by the City, and the property owner will be charged for the work at the standard rate then in effect per Exhibit “3,” Fee Schedule (which shall be based on an estimate of the City’s actual cost). While the Program does not waive any code requirements, City of Sunrise Engineering Division permitting requirements and permit fees shall be waived for projects completed under the Program.

Procedure

In accordance with Section 18-1 of the City of Sunrise Code of Ordinances:

“It shall be the duty of property owners to repair and maintain sidewalks. It shall be the duty of the owners of real estate within the city, at such owner’s cost and expense to repair all sidewalks abutting said owner’s property and to replace any such sidewalks which cannot be repaired.”

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The City of Sunrise Engineering Division has established the following standard criteria to be utilized in determining if an existing sidewalk section(s) warrants repair and/or replacement:

1. Any vertical misalignment greater than $\frac{1}{4}$ of an inch.
2. Any horizontal crack or misalignment greater than $\frac{3}{4}$ of an inch.
3. Any horizontal crack or misalignment causing the sidewalk to destabilize and shift when traversed upon.
4. Any sidewalk with sections missing greater than $\frac{3}{4}$ of an inch.
5. Any spalled areas greater than $\frac{1}{2}$ of an inch in depth.
6. Any unsealed sidewalk joints greater than $\frac{3}{4}$ of an inch.

When a sidewalk is found to contain such a defect, the City of Sunrise Code Enforcement Division will identify the defective sidewalk section(s), evaluate potential solutions with appropriate City landscape and/or repair crews, and issue a written notice of violation (NOV) to the abutting property owner requiring corrective action within 60 days. The NOV will identify the amount of sidewalk area in need of repair or replacement, the repair options available through the City to the property owner, and the total cost of said repair should the property owner contract with the City to perform the work. The NOV will be substantially similar to the sample NOV attached hereto as Exhibit "1." Attached to the NOV will be a City of Sunrise Damaged Sidewalk Repair Program Right of Entry Agreement. This agreement provides for the City of Sunrise to have the right of access and entry to the property for the purpose of repairing, removing and/or clearing damaged sidewalks; removing or eliminating tree roots, if deemed appropriate by the City's Urban Forester; and replacing, forming and pouring sidewalk in accordance with City standards (replacing, forming and pouring of sidewalk is limited to: 1) 25 lineal feet when adjacent to a single-family residence; or 2) 100 lineal feet when adjacent to a multi-family building, regardless of the number of residential units in the building). The Right of Entry Agreement will be substantially similar to the sample Right of Entry Agreement attached hereto as Exhibit "2."

Upon selection of an available repair option, and remittance of payment and the completed Right of Entry Agreement by the abutting property owner, the City will arrange for the completion of the sidewalk repair work. The Code Enforcement Division will administer the Program on behalf of the City.

EXHIBIT "1"

NOTICE OF VIOLATION

CITY OF SUNRISE, FLORIDA
CODE ENFORCEMENT DIVISION
1607 NW 136 Avenue, Building B
Sunrise, Florida 33323

CASE NO. 00-00000000

_____, 20__

NOTICE OF VIOLATION

The undersigned has just and reasonable grounds to believe, and does believe that:

CITY OF SUNRISE

Property Address:

Mailing Address:

RE: Property Legal Description

Did commit the following offense(s) which (is) (are) contrary to the
____ City of Sunrise Code of Ordinances, or ____ the Florida Building Code.

Violation Detail:

Sidewalk is in disrepair and must be maintained as noted.

Violation Description:

Sec. 18-1(b). Compulsory sidewalk construction and repair.
(b) Duty of property owners to repair and maintain sidewalks. It shall be the duty of the owners of real estate within the city, at such owner's cost and expense to repair all sidewalks abutting said owner's property and to replace any such sidewalks which cannot be repaired.
(c) Standards of construction and repair. All sidewalks shall be constructed in accordance with the the standards and requirements of the Code of the City of Sunrise and other such requirements that may be established by the city engineer to administer the requirements of this section.
(d) Notice to property owner. Upon the determination that a sidewalk shall be constructed, repaired or replaced, the city shall mail to the fee simple owner of the abutting property, by United States mail, return receipt requested, notice that the required construction, repair and replacement must be completed within sixty (60) days of the receipt of the notice. The city engineer may grant a thirty-day extension upon a demonstration that a good faith effort is being made to comply with the requirements of this section. Any land owner so notified, may request to

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appear before the city council, which may, upon consideration of the evidence presented at such hearing determine whether a hardship exists and determine how the cost and manner of repairs shall be accomplished.

SEC. 18-2. Construction, repair and replacement by the city.

(a) If an owner notified pursuant to section 18-1(d) does not, within the applicable time period, construct, replace or repair such sidewalk, the city shall thereupon cause the sidewalk to be constructed, replaced or repaired in accordance with the requirements of this section.

(b) Upon completion of the construction, replacement or repair of any sidewalk by the city, all costs and expenses incurred therefor by the city shall constitute a lien against the abutting property and shall be subject to enforcement as provided by law.

Violation Corrective Action:

____ Obtain required permits and final inspections from the Community Development Department's Engineering Division to replace the damaged sidewalk adjacent to this property. All required construction and replacement must be completed within sixty (60) days of the receipt of the notice.

____ If a residential property, choose to have the City perform the repair/replacement of sidewalk in lieu of having a contractor perform the work or in lieu of performing the repair yourself. The attached "City of Sunrise Sidewalk Repair/Replacement Optional Services Worksheet" outlines the available repair options being offered along with quantities and costs. Please complete the attached "City of Sunrise Sidewalk Right of Entry Agreement" and remit payment, payable to "City of Sunrise," to the following address:
City of Sunrise, Code Enforcement Division
1607 NW 136 Ave, Bldg. B, Sunrise, Fl 33323

Said violation shall be corrected by _____, 20__.

Means of service: () 1. Certified mail w/ return receipt No. _____
() 2. Registered mail w/return receipt No. _____
() 3. Personal service on _____
() 4. Signature of person served: _____

Date: _____
Inspector: _____
Direct Line: _____

Signature: _____.

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EXHIBIT “2”

CITY OF SUNRISE

**DAMAGED SIDEWALK REPAIR PROGRAM
RIGHT OF ENTRY AGREEMENT**

CITY OF SUNRISE DAMAGED SIDEWALK REPAIR PROGRAM

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT

I/We _____, am/are the owner(s)/leaseholder(s) (or the duly authorized representative of the owner or residential association) of the property commonly identified as _____ (street address), Sunrise, Florida, located in Broward County, Florida, (the "Property").

I/we do grant and give freely and without coercion, the right of access and entry to the Property to the City of Sunrise ("City"), its employees and officers, and/or its agents, assigns, contractors, and subcontractors, (collectively referred to as "City Representatives"), for the purpose of repairing, removing and/or clearing broken sidewalks, removing or eliminating tree roots if deemed appropriate by the City's Urban Forester, and replacing, forming and pouring sidewalk (up to 25 lineal feet when adjacent to a single family residence or 100 lineal feet when adjacent to a multi-family building, regardless of the number of residential units in the building), in accordance with City standards, located on the Property, and identified more fully on the attached survey or sketch of the property.

I/we recognize and agree to remove and replace adjacent landscaping and sod in order to facilitate the sidewalk repair.

I/we have chosen the City to perform the repair or replacement of sidewalk in lieu of having a contractor perform the work or in lieu of performing the work myself. I understand that by choosing the City to repair or replace the sidewalk that the permit fee and inspections will be waived.

It is fully understood that neither the repairing/replacing of sidewalks nor this Agreement creates an obligation of the City to perform ongoing or future sidewalk maintenance.

The undersigned, for and in consideration of the benefits received by entry into the Damaged Sidewalk Repair Program, hereby releases, indemnifies and holds harmless the City of Sunrise, its employees, officers, agents, assigns, contractors, and subcontractors, for damages of any type, whatsoever, including but not limited to, damage to sod, fences, landscaping, trees, landscape lighting, and sprinkler systems located on the Property or swale, the Property itself, and/or persons situated on the Property, sidewalk or swale, on account of the activities of the foregoing persons and entities, whether caused by negligence or omission of the foregoing persons and entities, and releases, discharges and waives any action, either legal or equitable, that might arise out of any activities on the Property, sidewalk or swale.

For the consideration and purpose set forth in this Agreement, I/we set forth my/our hand(s) this _____ day of _____, 20 ____.

Owner/Leaseholder/Representative Signature

Title ("Owner," "Leaseholder," or Representative's Title)

Address

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Telephone

EXHIBIT "3"

FEE SCHEDULE¹ (Revised September 10, 2013)

Costs charged by the City of Sunrise for repairing and replacing damaged sidewalks:

Item	Description	Fee
1	Removing and clearing damaged sidewalks, removing or eliminating tree roots (if deemed appropriate by the City's Urban Forester), and replacing, forming and pouring sidewalk in accordance with City standards.	\$7.00 per square foot
2	Grinding sidewalk joints to correct vertical misalignment greater than ¼ of an inch and not to exceed 1 inch, subject to approval by appropriate City staff.	\$40.00 per joint
3	Caulking unsealed joints greater than ¾ of an inch.	\$30.00 per joint
4	Patching spalled areas greater than ½ of an inch in depth.	\$30.00 per area
5	Other methods of repair (e.g., bridging) determined by the City to be appropriate for specific damage or circumstances.	As determined by the City

¹ Any adjustments to this Fee Schedule shall be approved by Resolution of the City Commission after an advertised public hearing.

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