

PUBLIC SIDEWALK REPAIR FINANCIAL ASSISTANCE AGREEMENT

This Agreement is entered into by "the OWNER" who constitutes all the owners of the property adjacent to the public sidewalk and described below:

Name of OWNER(s): _____

Address of OWNER(s): _____

OWNER(s)'s Phone Number: _____ OWNER(s)'s email: _____;

and the City of Centralia, Missouri (hereafter referred to as "the CITY") and concerns the reconstruction, repair or in other ways rehabilitation of the public sidewalk described below and hereafter referred to as "the PROJECT."

Address and description of public sidewalk to be replaced/repared: _____

And further described in the drawing attached here and made a part of the agreement as "Exhibit A",

Whereas the OWNER intends to repair the public sidewalk described above as required by Section 30-47 and 30-42 of the Municipal Code of the City of Centralia, Missouri (hereafter referred to as the CITY CODE); and

Whereas the OWNER, by entering into this Agreement, has satisfied the requirement to obtain a permit as per Section 30-45 of the CITY CODD; and

Whereas The City of Centralia, Missouri approved Policy Resolution R-14-09 establishing Policy #24 allowing for financial assistance from the CITY for public sidewalk rehabilitation; and

Whereas the City Administrator has determined that sufficient money remains in the fund that has been budgeted for the purpose of public sidewalk rehabilitation;

NOW, THEREFORE, the OWNER and CITY hereby contract and agree as follows:

1. The CITY agrees to reimburse the OWNER for the necessary and reasonable cost of concrete and materials to complete the PROJECT as described above as long as the OWNER meets the specifications in Section 30-42 of the CITY CODE which are attached to this Agreement as "Exhibit B". Said payment shall be made after the PROJECT is complete and has been approved by the CITY as described in Section 30-42 of the CITY CODE and established City Policy; and
2. Payment by the CITY to the OWNER shall not exceed \$1,250.00. Under no circumstances shall the CITY reimburse the OWNER for work outside the scope of the PROJECT such as walkways leading from the public sidewalk to the OWNER's house or from the public sidewalk to the street; and
3. The OWNER agrees to hire a competent contractor approved by the City Administrator or demonstrate sufficient knowledge of working with concrete that the City Administrator recommends approval of the Agreement; and
4. The OWNER agrees to complete the PROJECT essentially as agreed to in this Agreement; and
5. The OWNER agrees to hold the CITY harmless from any and all claims arising out of the PROJECT, and shall indemnify, and defend the CITY from any claims arising out of the Project.
6. This Agreement shall be binding upon the parties and their heirs, legal representatives, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement and one (1) exact copy thereof, one executed copy to be retained by each of the parties, all as of the day and date hereinabove first set forth.

OWNER:

Printed Name

Date

Signature

CITY:

CITY OF CENTRALIA, MISSOURI,
A Municipal Corporation

By:

Heather Russell, City Administrator

Date

OR

Mike Forsee, Director of Public Works & Utilities

(CITY SEAL)

ATTEST:

Tara Strain, City Clerk

Date