

**CITY OF NORTON, KANSAS**  
**Curb & Sidewalk Replacement Agreement**

Whereas, the persons who sign this agreement desire to replace their curb or sidewalk at the address listed below, under the terms of the City Curb and Sidewalk Replacement Policy, and

Whereas, the City of Norton agrees to the curb or sidewalk replacement at the address stated below. Now, therefore, the owners and the City agree to the following terms:

**Landowner Permit to Replace a Designated Curb and Pay for all Work Themselves.** Pursuant to Section 1.1 of City Resolution No. 10-2015, the Landowner may apply for a permit and replace a designated curb, and upon approval pay for all the curb and gutter work themselves. That said Landowner will meet all the minimum standards for curb and gutter approved by the City, and the properly align with the city plan and adjacent guttering and curbing. The owner desires to replace \_\_\_\_\_ feet of the curb and gutter at the address located at: \_\_\_\_\_.

**Landowner Application for Curb Replacement; Landowner Paying the Cost of Labor of Private Contractor and the City providing the Cost of the Cement.** Pursuant to Section 1.3 of City Resolution 10-2015, Landowners may apply to the City for curb and gutter replacement, and hire the work done privately, providing for a standard curb meeting the minimum standards for curb and gutter as approved by the City, with the design to be approved by the City, at the location to be approved by the City. Under this condition, the City will pay for the cost of the cement used in the curb and gutter replacement, so long as City funds are available. The estimated cost of the project from a private contractor, the owner, or designated agent, on said property is \_\_\_\_\_, with the estimated cost of cement being \_\_\_\_\_. By signing this agreement, the Landowner certifies that the City is only obligated for the price of the cement, and that the curb and gutter construction will meet the standards and specifications of the City. Payment for the cement (without contractor markup) will be made by the City to the contractor upon completion of the job to City specifications. The owner(s) desire to replace \_\_\_\_\_ feet of curb at the address located at: \_\_\_\_\_.

**Landowner Application for Curb Replacement; Landowner Pays for Cost of the Cement and City Provides the Labor.** Pursuant to Section 1.2 of City Resolution 10-2015, Landowners may apply to the City for curb and gutter replacement, with the Landowner being responsible for the cost of the cement, and the City providing the labor, based upon the City having designated the curb and gutter as needing replacement. Such application will be approved by the City so long as City crew is available for such work during the next calendar quarter. The Landowner does certify they will pay directly to the concrete supplier, the cost of said cement. That said cement work will meet all the minimum standards for curb and gutter approved by the City, and the properly align with the city plan and adjacent guttering and curbing. The owner(s) desire to replace \_\_\_\_\_ feet of curb at the address located at: \_\_\_\_\_ *(This requires signature of concrete company representative on next page.)*

**Landowner Application for Sidewalk Replacement: Landowner paying for the Materials and the City providing the Labor.** Pursuant to Section 2.1 of City Resolution 10-2015, Landowners may apply to the City for sidewalk replacement. It is the intent of this policy to make available in residential and commercial areas an option to replace damaged, defective or hazardous cement sidewalks on public right of way, with the landowner paying for the materials and the City providing the labor at no cost. That, under this replacement policy, the sidewalk eligible for replacement shall be installed in the same location as the previous sidewalk, and shall follow City sidewalk standards. That it is understood that the cement supplier/contractor will measure and determine how much cement is needed for the project. The sidewalks must be four feet or wider to be eligible for replacement. The City retains the right to deny this service, to schedule such work at its own discretion and to define the scope and standards of the project. The owner(s) desires to replace \_\_\_\_\_ feet of sidewalk the address located at: \_\_\_\_\_ *(This requires signature of concrete company representative below.)*

That by signing this agreement, I (we) have agreed to the terms and conditions as set forth above, next to the box marked.

Signed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner  
Phone #: \_\_\_\_\_

\_\_\_\_\_  
Owner  
Phone #: \_\_\_\_\_

*IF 1 OF THE LAST 2 OPTIONS IS SELECTED, THE FOLLOWING MUST BE COMPLETED:*

I hereby certify that \_\_\_\_\_ agrees to bill the above stated property owner for all materials pertaining to the above requested sidewalk or curb replacement, and agree to hold the City of Norton harmless for any unpaid debts that pertain to this particular sidewalk or curb replacement.

\_\_\_\_\_  
Signature of Concrete Company Representative

\_\_\_\_\_  
Date

**Please return this agreement to:**

**Norton City Office, 301 E. Washington, P.O. Box 160, Norton, KS 67654-0160**

Approved by the City of Norton on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Norton Signature: \_\_\_\_\_ Date: \_\_\_\_\_