

CITY OF CRESWELL
Public Works Design Standards

Standard Easement Forms, Agreements, Etc.

Appendix D

Note: Forms in this appendix are sample model documents only, included for convenience of reference by developers.

The documents are subject to modification by the City to address project specific conditions (as required by the Public Works Director, the City Engineer or the City Attorney).

For easements from a developer or property owner to the City, the easement legal description and exhibit map for the proposed easement shall be submitted to the City for review and approval. Once approved, the City will attach the legal description and exhibit map to the appropriate easement form, and it will be returned to the developer for execution and recording at the County. A photocopy of recorded easements documents must be returned to the City.

After recording, return to:

City of Creswell
P.O. Box 276
Creswell, OR 97426

PERMANENT ACCESS EASEMENT & UTILITY EASEMENT

The undersigned, _____, Grantor(s) do hereby grant to City of Creswell, Lane County, Oregon, a municipal corporation, referred to herein as City, a permanent **exclusive** utility easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including water, sanitary sewer, storm drainage and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

Sample wording

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

• Lot __, Block __, _____ subdivision plat

-or- • Tract described in Deed Reference Number _____
_____, Lane County Deed Records.

-or-

A portion of Parcel __/Lot __ of Partition Plat 200_-___/____ (subdivision), Deed Records of Lane County, incorporated herein by reference, said easement shown as "Easement ___" on said _____ plat.

-or-

Easement ___ as shown on plat for _____, Lane County deed records, incorporated herein by reference.

These easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

The Grantor agrees not to plant, build, construct, or create, nor permit others to plant, build, construct, or create any flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation to for repairs or replacement if necessary (prohibited structures shall include decks, footings or overhanging portions of structures which are located outside of the easement). It is understood that City may remove any physical obstructions including buildings, overhangs,

fences, trees, or shrubbery, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and such obstruction or abatement may be removed without recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for permitted parking and/or access.

Upon the final acceptance of the installed water, sewer or storm drain system by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

- () Consideration for this grant consists wholly of value other than money.
- () Consideration for this grant consists of _____ dollars and other valuable consideration to Grantor paid by _____.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

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After recording, return to:
City of Creswell
P.O. Box 276
Creswell, OR 97426

PERMANENT ACCESS EASEMENT AND FIRE LANE EASEMENT

The undersigned, _____, Grantor(s) do hereby grant to City of Creswell, Lane County, Oregon, a municipal corporation, referred to herein as City, a permanent access easement and fire lane easement for the construction, reconstruction, operation and maintenance of an fire lane (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

Sample wording

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

- Lot __, Block __, _____ subdivision plat

-or- • Tract described in Deed Reference Number _____
_____, Lane County Deed Records.

-or-

A portion of Parcel __/Lot __ of Partition Plat 2004-____/____ (subdivision), Deed Records of Lane County, incorporated herein by reference, said easement shown as "Easement __" on said _____ plat.

-or-

Easement __ as shown on plat for _____, Lane County deed records, incorporated herein by reference.

These easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The permanent access easement and fire lane easement shall include the right of City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of installing, repairing, maintaining an emergency access and fire lane. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all obstructions, trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said emergency access and fire lane, out of and away from the easement.

Notwithstanding these rights, the City shall be under no obligation to perform maintenance or repairs on said easement.

The access easement and fire lane easement shall be designated and signed for no parking, and the fire lane shall include the right, privilege, and authority of City and/or the Fire Department to remove or cause to have removed any and all obstructions, including vehicles, from the above described premises which may interfere

with the full use of the fire lane. Except for the uses specifically stated herein, this easement does not grant any rights to the public for access across the referenced property.

No trees, permanent structures or improvements (including overhanging portions of structures which are located outside of the easement), including parallel fences shall be placed or constructed on the easement by the Grantor or the Grantor's heirs, assigns or successors in interest. Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement.

- () Consideration for this grant consists wholly of value other than money.
- () Consideration for this grant consists of _____ dollars and other valuable consideration to Grantor paid by _____.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

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After recording, return to:
City of Creswell
P.O. Box 276
Creswell, OR 97426

PERMANENT SIDEWALK EASEMENT

The undersigned, _____, Grantor(s) do hereby grant to City of Creswell, Lane County, Oregon, a municipal corporation, referred to herein as City, a permanent sidewalk easement for the construction, reconstruction, operation and maintenance of sidewalks and all necessary related facilities (and such other uses not deemed by the City to be incompatible therewith) above, upon or under the following described premises:

Sample wording

'The southerly __ feet (adjacent to the __ Street right-of-way) of the following described parcels:

- Lot __, Block __, _____ subdivision plat
- or- • Tract described in Deed Reference Number _____
_____, Lane County Deed Records.

These easements are in gross, for the benefit of the general public and afford the public, by and through the City, all rights to utilize said easements in perpetuity. Grantor shall retain no special rights of use of the easement property beyond those held as member(s) of the general public.

The sidewalk easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing the sidewalk and associated improvements.

The City or its utility franchisees, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said sidewalk, out of and away from the easement. The Grantor agrees not to plant, build, construct, or create, nor permit others to plant, build, construct, or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation or maintenance of the sidewalk and associated improvements.

Except as expressly set forth herein, the Grantor reserves the right to utilize the Easement Property for any purpose which does not interfere with the use of the easement by City for the purposes set forth herein.

Grantor agrees that he shall comply with all obligations in regard to construction, maintenance, repair and other responsibilities in regard to the sidewalk as if the sidewalk were constructed and existing in the public right-of-way adjacent to the property and in accordance with City ordinances.

- () Consideration for this grant consists wholly of value other than money.
- () Consideration for this grant consists of _____ dollars and other valuable consideration to Grantor paid by _____.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

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After recording, return to:
City of Creswell
P.O. Box 276
Creswell, OR 97426

PERMANENT ACCESS EASEMENT & STORMWATER DETENTION BASIN EASEMENT & DETENTION BASIN MAINTENANCE AGREEMENT

WHEREAS, _____, hereinafter called "Developer", was granted approval to develop land in accordance with the City of Creswell Development Code under Creswell Planning File No. _____, hereinafter called "Planning Action," by the City of Creswell, Lane County, Oregon, a municipal corporation, hereinafter called "City," for property located as follows, hereinafter called "Property,":

Street Address: _____

Tax Lot: _____

Legal Description: Tract described in Deed Reference Number _____
_____, Lane County Deed Records.

WHEREAS, the owner of record of the Property is _____, hereinafter called "Owner", and said Owner shall be subject to the maintenance provisions of this agreement;

WHEREAS, the development & design standards require the Developer to construct and maintain a private storm drainage detention system, including storage basin, manholes & control structures, storm drain lines, control structures, etc. (and such other uses not deemed by the City to be incompatible therewith), hereinafter called "Detention System";

WHEREAS, the City development & design standards require that the Detention System be located on private property, and be within a public utility and access easement to the City;

WHEREAS, the City development & design standards require that the maintenance of the private Detention System shall be the responsibility of the property Owner, and shall be assured through a recorded maintenance agreement;

NOW, THEREFORE, Owner and the City agree as follows:

SECTION 1. Ownership of Detention System. The Detention System is a private facility owned and maintained by the property Owner noted above. Where there are multiple parties with ownership interest the property on which the Detention System is sited, the provisions of this agreement shall apply to all owner's jointly and severally.

SECTION 2. Description of Easement Area.

2.1 All that portion of the tract of land described under "Easement ___" in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located on the property noted above.

SECTION 3. Grant of Easement. The undersigned Owner does hereby grant to City of Creswell a permanent and exclusive access & stormwater detention basin easement for the access to the Detention System and all necessary related facilities above, upon and under the premises described under Section 2. The easement

shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of inspecting said Detention System, or for performing any maintenance or repair work determined to be necessary by the City in order to protect public or private property, as outlined under Section 5 below. However, such right to inspect and perform maintenance or repairs does not obligate the City to perform such inspections, maintenance or repairs.

SECTION 4. Maintenance Responsibilities. The Owner shall be responsible for the maintenance, repair, replacement and upkeep of the Detention System, including the irrigation system serving the Detention System, at the Owner's sole expense. It shall be the Owner's responsibility to demonstrate to the City upon request that the system is operating properly. Maintenance responsibilities shall include, but are not limited to, the following:

- 4.1 Inspection. All Detention Basin components, irrigation system, vegetation, and control structures (outlet structures, control manholes, orifices, etc.) shall be inspected for proper operations and structural stability, at a minimum, quarterly for the first 2 years from the date of installation, 2 times per year thereafter, and within 48 hours after each major storm event.
- 4.2 Cleaning of Outlet Structures, Outlet Manhole and/or Control Structures. All sediment and/or debris shall be cleaned from the sump of any outlet structure, outlet manhole and/or control structures as required to maintain the design function and capacity of the system (water shall be pumped from said sumps as required to accomplish this cleaning). The initial cleaning & maintenance interval shall not exceed 6 months, unless the inspections above reveal a need for more frequent cleaning. After the end of the first year, if approved by Public Works based on the sumps in these structures having adequate capacity, the cleaning & maintenance interval can be increased as appropriate, but shall not be cleaned and maintained less frequently than once a year.
- 4.3 Maintenance & Repair. Owner shall be responsible for maintenance, repair or replacement of any component that has been broken, damaged, altered, removed or other is not functioning as designed, including but limited to inlet & outlet structures, manholes & control structures, storm drain lines, etc.
- 4.4 Irrigation, Mowing, Basin Planting & Maintenance Owner shall be responsible for: (a) installation and operation of a permanent underground automatic sprinkler system to maintain the grass and landscaping in a healthy state to maintain the stability of the detention basin slopes; (b) planting of grass to cover the entire interior slopes & base of the detention basin (use of bark dust or similar material on the top of slopes or on interior slopes of the basin is prohibited), (c) planting of grass or other approved landscaping on the exterior slopes of the detention basin. No trees or shrubs which will impair the structural integrity of the detention basin shall be planted or allowed to grow on the detention basin exterior; (d) any work required on the interior or exterior slopes to stabilize and/or replant (including appropriate erosion control measures) when soil is exposed or if erosion is observed; (e) periodic mowing of grass areas not less than once a month during the growing season, or more frequently if required to keep the maximum height less than 5-inches; (f) periodic inspection of the Detention System to ensure that outlet and control pipes are not clogged and remain clear; (g) removal of all debris from catchment and detention basin areas, including litter, leaves, branches and other objects which are unsightly or which may clog storm pipe lines; (h) removal of all non-grass vegetation from the top and interior slopes of the detention basin, and removal of nuisance and invasive vegetation (such as blackberries, ivy, etc) from the exterior slopes when discovered.
- 4.4 Spill Prevention. Measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.
- 4.5 Pest Control. Insects & rodents shall not be harbored in the Detention System. Pest control measures shall be taken when insects/rodents are found to be present. If mosquito larvicide is used, it shall be applied in strict conformance with manufacturer's recommendation and any applicable State regulations. Rodent holes in the ground located in and around the detention basin shall be filled by the Owner.

SECTION 5. Failure to Maintain.

- 5.1 If at any time the City determines, in the sole exercise of its discretion, that the Detention System is not properly cleaned, maintained and/or otherwise kept in good repair, the City shall give reasonable notice to the Owner that the detention basin needs to be cleaned, maintained and/or otherwise repaired (in the case of an emergency, the City may enter upon the property without notice to perform emergency maintenance or repairs in cases where the City, at its sole discretion, determines that it is necessary to protect public or private property). The notice shall provide a reasonable description of the problem with the detention basin, and the notice shall provide a reasonable time to correct the problem. Should the responsible parties fail to correct the specified problem, the City may enter upon the property to so correct the specified problem. Notice shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. However, this agreement does not expressly impose on the Town a duty to so inspect, clean, repair or maintain the detention basin. Any surface restoration required due to access, inspection, maintenance or repairs thus performed by the City shall remain the responsibility of the Owner, whether or not the City chooses to complete such restoration in conjunction with the City's access, inspection, maintenance or repairs.
- 5.2 The Owner agrees and covenants (for themselves and their respective successors and assigns) that they will reimburse the City for its costs and expenses incurred in the process of cleaning, maintaining, and/or repairing the detention basin within 30 days of written request by the City. Such written request for payment shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. The terms actual costs and expenses shall be liberally construed in favor of the City and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless whether the City uses its own personnel, tools, equipment and supplies, etc. to correct the matter. If the City initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the City shall be entitled to its damages and costs, including reasonable attorney's fees, regardless whether the City contracts with outside legal counsel or utilizes in-house legal counsel for the same. In the event that the costs and expenses are not timely paid, such costs and expenses shall be charged against the Property consistent with State and local regulations, and shall constitute a lien upon the Property until paid.

SECTION 6. Indemnification. The Owner agrees to indemnify and defend the City, its officers agents and employees and hold them harmless for any and all liability, claims, damages or other costs or expenses related to failure of the private Detention System, including any damage or injury incurred during inspection or maintenance of the Detention System, or due to the Owner's failure to maintain the Detention System, or failure to follow proper safety procedures during such inspection or maintenance.

SECTION 7. Recording of this agreement by Developer. Developer shall cause this agreement to be recorded in the deed records of Lane County, and a photocopy of the recorded document returned to the City.

SECTION 8. Other Provisions.

- 8.1 Legal Effect, Successors and Assigns. This Agreement shall run with the land and be binding on all parties having or acquiring from the Owner, or the Owner's successors, any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of the City.
- 8.2 Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.
- 8.3 Nonexclusivity of Rights & Remedies. The rights and remedies authorized to the City under this agreement are cumulative and are in addition to such other remedies as may be provided by law, equity, statute, ordinance or other source.
- 8.4 Waiver. Failure of either party at any time to require performance of any provision of this easement

After recording, return to:
City of Creswell
P.O. Box 276
Creswell, OR 97426

PERMANENT ACCESS EASEMENT & GREASE INTERCEPTOR VAULT MAINTENANCE AGREEMENT

WHEREAS, _____, hereinafter called "Developer", was granted approval to develop land in accordance with the City of Creswell Development Code under Creswell Planning File No. _____, hereinafter called "Planning Action," by the City of Creswell, Lane County, Oregon, a municipal corporation, hereinafter called "City," for property located as follows, hereinafter called "Property,":

Street Address: _____

Tax Lot: _____

Legal Description: Tract described in Deed Reference Number _____, Lane County Deed Records.

WHEREAS, the owner of record of the Property is _____, hereinafter called "Owner", and said Owner shall be subject to the maintenance provisions of this agreement;

WHEREAS, the development & design standards require the Developer to construct and maintain a private exterior two-compartment grease interceptor vault, hereinafter called "Grease Interceptor";

WHEREAS, the City design standards require that the maintenance of the Grease Interceptor shall be the responsibility of the property Owner, and shall be assured through a recorded maintenance agreement;

WHEREAS, the City design standards require that the Grease Interceptor be located on private property, and as such needs to be provided with a general access easement to the City;

NOW, THEREFORE, Owner and the City agree as follows:

SECTION 1. Ownership of Grease Interceptor. The Grease Interceptor is a private facility owned and maintained by the property Owner noted above. Where there are multiple parties with ownership interest the property on which the Grease Interceptor is sited, the provisions of this agreement shall apply to all owner's jointly and severally.

SECTION 2. Grant of Access Easement. The undersigned Owner does hereby grant to City of Creswell a permanent and non-exclusive right to access the Grease Interceptor location and all necessary related facilities above, upon and under the premises, along driveways, walkways or other areas that must be crossed between the public right-of-way and the Grease Interceptor location. The access rights shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress on the property at all times for the purpose of inspecting said Grease Interceptor, or for performing any maintenance or repair work determined to be necessary by the City in order to protect public or private property, as outlined under Section 4 below. However, such right to inspect and perform maintenance or repairs does not obligate the City to perform such inspections, maintenance or repairs.

SECTION 3. Cleaning & Maintenance Responsibilities. The Owner shall be responsible for the cleaning,

maintenance, repair, replacement and upkeep of the Grease Interceptor, at the Owner's sole expense. It shall be the Owner's responsibility to demonstrate to the City upon request that the system is operating properly. Maintenance responsibilities shall include, but are not limited to, the following:

- 3.1 Inspection. All Grease Interceptor components (vault segments, inlets, outlets, control orifices, etc.) shall be inspected for proper operations and structural stability, at a minimum, annually.
- 3.2 Cleaning of Grease Interceptor. All grease and/or debris shall be removed from both compartments of the Grease Interceptor vault, as well as cleaned from inlet or outlet piping as required, to maintain the design function and capacity of the system (water shall be pumped from vault as required to accomplish this cleaning). The initial cleaning & maintenance interval shall not exceed every 3 months while the building is in use (including at the end of each school year), unless the inspections above reveal a need for more frequent cleaning. After the end of the first year, if approved by Public Works based on the vault having adequate capacity, the cleaning & maintenance interval can be increased as appropriate, but shall not be cleaned and maintained less frequently than twice a year (including at the end of each school year). If subsequent inspections reveal capacity problems, the Owner shall revert to the more frequent cleaning intervals.
- 3.3 Maintenance & Repair. Owner shall be responsible for maintenance, repair or replacement of any component that has been broken, damaged, altered, removed or other is not functioning as designed, including but limited to the vault, divider walls, inlet & outlet structures, access lids, etc. All access lids and risers shall be extended to finish grade and maintained in a watertight condition, and exclude any infiltration of groundwater or inflow of surface water.
- 3.4 Spill Prevention. Measures shall be exercised when cleaning the Grease Interceptor to avoid spillage of pumped grease, solids or liquids. Any spillage shall be completely cleaned up prior to the cleaning or maintenance crew leaving the site.
- 3.5 Prohibited Substances. No chemical, enzyme or bacterial agent shall be added to the Grease Interceptor which will cause the release of grease into the sewer system. Unless otherwise specifically required in writing by the Plumbing Official, no garbage grinders, food pulpers or toilets shall discharge to the Grease Interceptor.
- 3.4 Records and Reporting. The Owner shall maintain a record (in the form of a log book) of steps taken to abide by the obligation under this section. The log book shall be available for inspection by the City upon request. The log book shall catalog the action taken (cleaning, inspection and/or maintenance), who took it, date and time it was done, how it was done, and any problems encountered or follow-up action recommended. Copies of all receipts for cleaning and pumping of the Grease Interceptor must be retained by the Owner with the log book. The Owner shall send a letter to the City prior to December 15 of each year that provides proof of cleaning, inspection and maintenance, including copies of pumping contracts and/or receipts of work conducted by a hired service.

SECTION 4. Failure to Maintain.

- 4.1 If at any time the City determines, in the sole exercise of its discretion, that the Grease Interceptor is not properly cleaned, maintained and/or otherwise kept in good repair, the City shall give reasonable notice to the Owner that the Grease Interceptor needs to be cleaned, maintained and/or otherwise repaired (in the case of an emergency, the City may enter upon the property without notice to perform emergency maintenance or repairs in cases where the City, at its sole discretion, determines that it is necessary to protect public or private property). The notice shall provide a reasonable description of the problem with the Grease Interceptor, and the notice shall provide a reasonable time to correct the problem. Should the responsible parties fail to correct the specified problem, the City may enter upon the property to so correct the specified problem. Notice shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid, or delivery to the Owner's local place of business. However, this agreement does not expressly impose on the City a duty to so inspect, clean, repair or maintain the Grease Interceptor. Any surface restoration required due to access, inspection, maintenance or repairs thus performed by the City shall remain the responsibility of the Owner, whether

or not the City chooses to complete such restoration in conjunction with the City's access, inspection, maintenance or repairs.

- 4.2 The Owner agrees and covenants (for themselves and their respective successors and assigns) that they will reimburse the City for its costs and expenses incurred in the process of cleaning, maintaining, and/or repairing the Grease Interceptor (including cleaning of downstream sewer system resulting from failure of the Grease Interceptor) within 30 days of written request by the City. Such written request for payment shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid, or delivery to the Owner's local place of business. The terms actual costs and expenses shall be liberally construed in favor of the City and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless whether the City uses its own personnel, tools, equipment and supplies, etc. to correct the matter. If the City initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the City shall be entitled to its damages and costs, including reasonable attorney's fees, regardless whether the City contracts with outside legal counsel or utilizes in-house legal counsel for the same. In the event that the costs and expenses are not timely paid, such costs and expenses shall be charged against the Property consistent with State and local regulations, and shall constitute a lien upon the Property until paid.

SECTION 5. Indemnification. The Owner agrees to indemnify and defend the City, its officers agents and employees and hold them harmless for any and all liability, claims, damages or other costs or expenses related to failure of the Grease Interceptor, including any damage or injury incurred during inspection or maintenance of the Grease Interceptor, or due to the Owner's failure to maintain the Grease Interceptor, or failure to follow proper safety procedures during such inspection or maintenance.

SECTION 6. Recording of this agreement by Developer. Developer shall cause this agreement to be recorded in the deed records of Lane County, and a photocopy of the recorded document returned to the City.

SECTION 7. Other Provisions.

- 7.1 Legal Effect, Successors and Assigns. This Agreement shall run with the land and be binding on all parties having or acquiring from the Owner, or the Owner's successors, any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of the City.
- 7.2 Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.
- 7.3 Nonexclusivity of Rights & Remedies. The rights and remedies authorized to the City under this agreement are cumulative and are in addition to such other remedies as may be provided by law, equity, statute, ordinance or other source.
- 7.4 Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 7.5 Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.
- 7.6 Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may, at their sole discretion, vacate this easement in accordance with state law and local ordinance.

DEVELOPER-CITY CONSTRUCTION AGREEMENT

(for site, street and/or utility construction permit)

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the **City of Creswell**, a municipal corporation, hereinafter called the “**City**” and _____, hereinafter called the “**Developer**;”

WITNESSETH:

WHEREAS, the City **Planning Commission** has granted approval to the preliminary **plan or plat** for _____, with the understanding that the Developer agrees to comply with all **planning** conditions contained therein; and

WHEREAS, the City of Creswell will grant approval for construction of public facilities consistent with the conditions contained within said City approval, and;

NOW THEREFOR, the Developer and the City agree to the following conditions for completion of this development to wit:

1. The Developer agrees that all improvements shall be constructed in accordance with the construction drawings approved by the City, which construction drawings were approved by the City with conditions as outlined in the City approvals and letters dated as outlined below, and the said construction drawings are incorporated into this agreement the same as if contained herein.
 - a. City Engineer: Approved on _____, 20___
Approval Conditions (See approved construction drawings & approval letter)
 - b. City Public Works Director: Approved on _____, 20___
Additional Approval Conditions (if any):
2. The Developer agrees that he shall complete, or cause to be completed all required improvements and conditions of approval within 12 (twelve) months ~~24 (twenty four) months~~ **{site reviews}** of the date of this Agreement. If the said improvements and conditions of approval are not completed within this 12 (twelve) month ~~24 (twenty four) months~~ **{site reviews}** period, all approvals shall become null and void. Upon written request of the Developer, however, this Agreement may be extended for a period not to exceed an additional 6 (six) months.
3. The Developer agrees that all improvements shall be done in compliance with all applicable statutes, codes, ordinances and standards and conditions of approval, including but not limited to the City’s Public Works Design Standards (PWDS), Public Works Construction Standards (PWCS) (most recent revisions), and the City development and/or subdivision ordinances. The Developer certifies that copies of the PWDS and PWCS have been obtained by the developer or his representative, and will be available for reference by the contractor constructing the project.
4. It is agreed that the Developer is making certain public utility improvements, street and/or sidewalk with the result that the City will accept said improvements as part of the City’s public works facilities after the said Developer completes the improvements and procedures to the satisfaction of the Director of Public Works. Per PWDS G.15, final acceptance of the public works facilities shall not occur until the completion of the warranty period and satisfaction of the acceptance policies of the City. In no case shall the warranty period be less than 1 (one) year from provisional acceptance by the City of the public

sanitary sewer, storm drainage and/or water improvements, or less than 2 (two) years from provisional acceptance by the City of the public street/sidewalk/street light improvements.

5. The Developer shall cause his engineer to either (1) provide all surveying services necessary to stake the project prior to and during construction and to prepare as-built drawings when the project is complete, or (2) to confirm that these surveying services are being provided as noted above, all in conformance with City Standards.
6. The Developer shall cause his engineer(s) to provide all engineering, inspection and/or construction observation services as required by PWDS 1.13 and as necessary to verify that the work is completed in substantial conformance with the approved drawings, and to prepare as-built drawings for submittal to the City prior to final approval or acceptance of the project by the City.
7. The developer hereby designates the person named on Page 4 of this agreement as the Developer's engineer of record for this project as referenced above and in the PWDS.
8. The Developer shall, after satisfactorily completing conditions 1 through 6, provide the City a maintenance bond valued at a minimum of 40 percent of the estimated construction costs of the applicable portion of the permitted improvements (see PWDS G.14.d.2 & G.15.c&d). The warranty period for the applicable improvements shall not commence until acceptable as-builts and said maintenance bond(s) are provided to the City. The period of the maintenance bond shall be for the full period of the warranty period, which is not to be less than 1 (one) year from provisional acceptance by the City of the public sanitary sewer, storm drainage and/or water improvements, and not less than 2 (two) years from provisional acceptance by the City of the public street/sidewalk/street light/fire lane improvements
9. It is agreed between the City and the Developer that no building permits (temporary or final occupancy permits) for any structures within the development will be issued until all required improvements have been constructed and all conditions of approval have been met by the Developer and accepted by the City, including submittal of acceptable as-built drawings and maintenance bond(s), as well as recordation of all required easements and other required documents.
10. If the Developer desires to record the final plat after substantial completion but before all required improvements have been constructed and all conditions of approval have been met by the Developer and accepted by the City, the Developer shall provide a security guarantee (per PWDS G.10.d.4) satisfactory to the City Engineer that all improvements will be constructed in conformance with all City standards and ordinances and all conditions of approval will be satisfied.
11. If the final plat is recorded before all required improvements have been constructed and all conditions of approval have been met by the Developer and accepted by the City, the City may require that this Developer-City Construction Agreement or a separate plat improvement agreement be recorded in the deed records of Lane County by the Developer and referenced on the face of the final plat.
12. The Developer acknowledges that approval of the street/site/utility construction drawings by the City Engineer or Public Works for issuance of a Public Works construction permit does not relieve the developer, contractor or engineer from obtaining any and all reviews and permits required under the building, plumbing or electrical codes that any portions of the work may be subject to, or from any requirements under County or ODOT reviews or permits which may be required for the project.
13. It is further agreed that any amendments to this agreement or any assignments of responsibilities contained herein shall not be valid without the written consent of the City of Creswell.

Memo

Date:

To:

_____ address

cc:

Creswell land use file (_____)
Creswell Building Official
Creswell Public Works

From: **Creswell City Engineer**

Subject: Lot Grading & Drainage During and After Construction of Structures

This memo is to reiterate grading requirements relative to the layout and building of homes and structures on this property, and the need to take extra care in the grading during and after building to facilitate good drainage on the lots and the surrounding area.

As you are no doubt aware, good grading around a house and on a lot can make all of the difference in how homes are effected by the rain (and resultant drainage concerns) in Oregon. It is important to ensure that the houses and structures are not set too low on the lots. To avoid drainage problems, it is important that the homes are kept high enough so that you can grade around the structures and the lots in a manner that will direct the surface runoff away from the homes and off the lots into the streets and drainage systems without ponding. This is particularly critical where there is drainage coming onto any lot from adjacent property, either within or outside the development. In addition, it is critical that existing drainage patterns from adjacent properties must be maintained when grading on lots, around houses or other structures so as to not pond water or block drainage.

The City design standards for new developments include provisions intended to ensure that the streets are low enough so that the lots can drain to the streets, or that drainage stubs are provided at an elevation that will provide a good positive outlet. However, in spite of this, poor grading around homes during house construction and landscaping is a common cause of problems. Depending on building location, landscaping and lot grading, in some cases it may be necessary to construct perimeter drains to collect water and direct it to another point. It may also be necessary to install area drains to prevent water from collecting and being trapped in areas around homes, particularly in the rear of the homes or on the high side of the lots. It is a good idea to ensure that the landscape contractor considers these elements when the lots are finished following house construction.

In the event that you sell all or any portion of this property to another builder or developer, please make sure that they are aware of the need for proper grading and drainage on the lots. Please be aware that under City standards, the builder is responsible for ensuring that these drainage issues are addressed.

CITY OF CRESWELL
Public Works Design Standards

Sample Insurance Certificates

Appendix E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

SAMPLE

COVERAGES

CERTIFICATE NUMBER: Cert ID 207788

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Job Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y				EACH OCCURRENCE \$ Per Supplemental Conditions AGGREGATE \$ Per Supplemental Conditions \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Creswell (Owner) and Westech Engineering, Inc. are Additional Insured for General Liability per form CG 2010 1185 and Auto Liability. 30 Days cancellation shall be provided.

CERTIFICATE HOLDER

CANCELLATION

City of Creswell
 PO Box 276
 Creswell, OR 97426

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF CRESWELL
Public Works Design Standards

Adopting Ordinance & Resolutions

Appendix F

CITY OF CRESWELL
ORDINANCE NO 481

AN ORDINANCE REPEALING ORDINANCE 345 AND ADOPTING SECTION 12.25 OF
THE CRESWELL MUNICIPAL CODE AND AMENDING
CITY PUBLIC WORKS STANDARDS

WHEREAS, Public Works Design Standards are subject to change as the City's needs change, as industry or regulatory standards change, in order to correct errors and inconsistencies discovered in the document, and to provide clarifications to recurring questions regarding City standards or procedures; and

WHEREAS, the City of Creswell City Council wishes to simplify the adoption and amendment process for its Public Works Design Standards to allow greater flexibility when adopting needed updates; and

WHEREAS, the City has developed an updated version of its Public Works Design Standards.

NOW, THEREFORE, THE CITY OF CRESWELL ORDAINS AS FOLLOWS:

SECTION 1. Creswell Municipal Code (CMC) Title 12 is hereby amended to insert a new Chapter 12.25, as follows:

“12. 25 Public Works Design Standards.

12.25.010 Design Standards.

The City of Creswell City Council shall adopt Public Works Design Standards and associated fees for construction permits and inspections by resolution.”

12.25.020 Conformance Required

Work done and materials used for public works construction in the City shall conform to City Public Works Design Standards.”

SECTION 2. Repeal. Ordinance 345, Adopting Oregon American Public Works Standards Specifications (1992), is hereby repealed in its entirety.

SECTION 3. The provisions of this Ordinance supersede the provisions of all previously adopted ordinances, resolutions, and policies that conflict with this ordinance.

Passed by the Council this 11th Day of August, 2014, by the following vote:

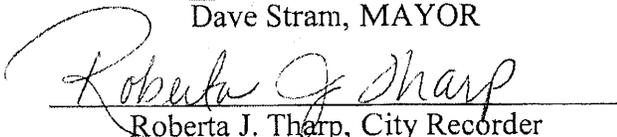
7 AYES: 0 NAYS:

APPROVED BY THE MAYOR this 11th day of August, 2014.



Dave Stram, MAYOR

ATTESTED BY:



Roberta J. Sharp, City Recorder

CITY OF CRESWELL
RESOLUTION NO. 2014-16

A RESOLUTION ADOPTING PUBLIC WORKS DESIGN STANDARDS.

WHEREAS, City of Creswell Municipal Code (CMC) Section 12.25.010 authorizes the adoption of Public Works Design Standards by resolution; and

WHEREAS, City Engineer, Westech Engineering, Inc. has prepared updated Public Works Design Standards.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Creswell as follows:

SECTION 1. The Public Works Design Standards, dated April 2014, attached hereto and incorporated herein as Exhibit A, are hereby adopted pursuant to the authority set forth in CDC Chapter 12.25.

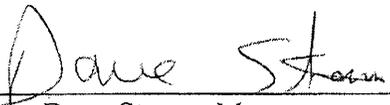
SECTION 2. EFFECTIVE DATE The Resolution shall take effect on the effective date of Ordinance No. 481, adopting CMC Chapter 12.25, regarding Public Works Design Standards.

Passed by the City Council this 11th Day of August, 2014 by the following vote:

7 AYES:

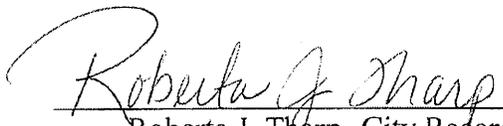
0 NAYS:

APPROVED BY THE MAYOR this 11th day of August, 2014.



Dave Stram, Mayor

ATTESTED BY:



Roberta J. Tharp, City Recorder



U.S. Department of Justice
Civil Rights Division
Disability Rights Section



U.S. Department of Transportation
Federal Highway Administration

Department of Justice/Department of Transportation Joint Technical Assistance¹ on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing

Title II of the Americans with Disabilities Act (ADA) requires that state and local governments ensure that persons with disabilities have access to the pedestrian routes in the public right of way. An important part of this requirement is the obligation whenever streets, roadways, or highways are *altered* to provide curb ramps where street level pedestrian walkways cross curbs.² This requirement is intended to ensure the accessibility and usability of the pedestrian walkway for persons with disabilities.

An alteration is a change that affects or could affect the usability of all or part of a building or facility.³ Alterations of streets, roads, or highways include activities such as reconstruction, rehabilitation, *resurfacing*, widening, and projects of similar scale and effect.⁴ Maintenance activities on streets, roads, or highways, such as filling potholes, are not alterations.

Without curb ramps, sidewalk travel in urban areas can be dangerous, difficult, or even impossible for people who use wheelchairs, scooters, and other mobility devices. Curb ramps allow people with mobility disabilities to gain access to the sidewalks and to pass through center islands in streets. Otherwise, these individuals are forced to travel in streets and roadways and are put in danger or are prevented from reaching their destination; some people with disabilities may simply choose not to take this risk and will not venture out of their homes or communities.

Because resurfacing of streets constitutes an alteration under the ADA, it triggers the obligation to provide curb ramps where pedestrian walkways intersect the resurfaced streets. See *Kinney v. Yerusalim*, 9 F 3d 1067 (3rd Cir. 1993). This obligation has been discussed in a variety of technical assistance materials published by the Department of Justice beginning in 1994.⁵ Over the past few years, state and local governments have sought further guidance on the scope of the alterations requirement with respect to the provision of curb ramps when streets, roads or highways are being resurfaced. These questions have arisen largely due to the development of a variety of road surface treatments other than traditional road resurfacing, which generally involved the addition of a new layer of asphalt. Public entities have asked the Department of Transportation and the Department of Justice to clarify whether particular road surface treatments fall within the ADA definition of alterations, or whether they should be considered maintenance that would not trigger the obligation to provide curb ramps. This Joint Technical Assistance addresses some of those questions.

Where must curb ramps be provided?

Generally, curb ramps are needed wherever a sidewalk or other pedestrian walkway crosses a curb. Curb ramps must be located to ensure a person with a mobility disability can travel from a sidewalk on one side of the street, over or through any curbs or traffic islands, to the sidewalk on the other side of the street. However, the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Nor are curb ramps required in the absence of a curb, elevation, or other barrier between the street and the walkway.

When is resurfacing considered to be an alteration?

Resurfacing is an alteration that triggers the requirement to add curb ramps if it involves work on a street or roadway spanning from one intersection to another, and includes overlays of additional material to the road surface, with or without milling. Examples include, but are not limited to the following treatments or their equivalents: addition of a new layer of asphalt, reconstruction, concrete pavement rehabilitation and reconstruction, open-graded surface course, micro-surfacing and thin lift overlays, cape seals, and in-place asphalt recycling.

What kinds of treatments constitute maintenance rather than an alteration?

Treatments that serve solely to seal and protect the road surface, improve friction, and control splash and spray are considered to be maintenance because they do not significantly affect the public's access to or usability of the road. Some examples of the types of treatments that would normally be considered maintenance are: painting or striping lanes, crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub sealing, joint crack seals, joint repairs, dowel bar retrofit, spot high-friction treatments, diamond grinding, and pavement patching. In some cases, the combination of several maintenance treatments occurring at or near the same time may qualify as an alteration and would trigger the obligation to provide curb ramps.

What if a locality is not resurfacing an entire block, but is resurfacing a crosswalk by itself?

Crosswalks constitute distinct elements of the right-of-way intended to facilitate pedestrian traffic. Regardless of whether there is curb-to-curb resurfacing of the street or roadway in general, resurfacing of a crosswalk also requires the provision of curb ramps at that crosswalk.

July 8, 2013

¹ The Department of Justice is the federal agency with responsibility for issuing regulations implementing the requirements of title II of the ADA and for coordinating federal agency compliance activities with respect to those requirements. Title II applies to the programs and activities of state and local governmental entities. The Department of Justice and the Department of Transportation share responsibility for enforcing the requirements of title II of the ADA with respect to the public right of way, including streets, roads, and highways.

² See 28 CFR 35.151(i)(1) (Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway) and 35.151(i)(2) (Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways).

³ 28 CFR 35.151(b)(1).

⁴ 2010 ADA Accessibility Standards, section 106.5.

⁵ See 1994 Title II Technical Assistance Manual Supplement, Title II TA Guidance: The ADA and City Governments: Common Problems; and ADA Best Practices Tool Kit for State and Local Governments: Chapter 6, Curb Ramps and Pedestrian Crossings under Title II of the ADA, available at ada.gov.