

CITY OF ALAMEDA ORDINANCE NO. \_\_\_\_\_

AMENDING ALAMEDA MUNICIPAL CODE BY REPEALING CHAPTER XXII (STREETS AND SIDEWALKS), ARTICLE I (STREETS), SECTION 22-3 (REPAIRS) IN ITS ENTIRETY AND REPEALING AND REPLACING CHAPTER XXII (STREETS AND SIDEWALKS), ARTICLE II (SIDEWALKS), SECTIONS 22-18 (REPAIR OF SIDEWALKS AND OTHER WORKS) AND 22-20 (SPECIFICATIONS) TO AMEND THE SIDEWALK REPAIR PROCEDURES AND MAKE OTHER TECHNICAL AMENDMENTS

WHEREAS, the timely maintenance and repair of damaged sidewalks is essential to protect the health, welfare and safety of Alameda residents, workers, and visitors; and

WHEREAS, the City of Alameda (City) wishes to promote more sidewalk repair work being executed in a timely fashion; and

WHEREAS, California Streets and Highways Code sections 5600 through 5630 set forth comprehensive regulations for the maintenance and repair of sidewalks; and

WHEREAS, City staff reviewed municipal codes of various other cities and noted that many cities (including Oakland, Berkeley, Sacramento, and Cupertino), as part of their local implementation of Streets and Highways Code sections 5600 through 5630, authorize supplementary sidewalk repair procedures.

NOW, THEREFORE, the City Council of the City of Alameda does hereby ordain as follows:

Section 1. The current version of Alameda Municipal Code, Chapter XXII (Streets and Sidewalks), Article I (Streets), Sections 22-3 (Repairs) is hereby repealed in its entirety; and Chapter XXII (Streets and Sidewalks), Article II (Sidewalks), Sections 22-18 (Repair of Sidewalks and Other Works) and 22-20 (Specifications) are hereby repealed in their entirety, and replaced with the following provisions:

**22-18 - REPAIR OF SIDEWALKS AND OTHER WORKS.**

**22-18.1 - Purpose of Section 22-18.**

The provisions set forth in the State Sidewalk Repair Law are hereby adopted and made a part of this Code. In addition to said adoption, the purpose of this Section 22-18 is to establish local sidewalk repair procedures that supplement the sidewalk repair procedures set forth in the State Sidewalk Repair Law. Nothing in this Section 22-18 shall be interpreted or applied to create any power or duty in conflict with the State Sidewalk Repair Law or any other applicable state or federal law. The term "conflict" as used in this section means a conflict that is preemptive under federal or state law.

### **22-18.2 - Definitions.**

As used in this Section 22-18, the terms listed below shall have the following definitions:

"City Manager or their designee" means the City Manager of the City of Alameda, or a City staff member designated by the City Manager to carry out the City Manager's duties under this Section 22. For purposes of this Section 22, "City Manager or their designee" includes all powers and responsibilities assigned to the "superintendent of streets" under the State Sidewalk Repair Law."

"Defective sidewalk" means a sidewalk where, in the judgment of the Public Works Director, the vertical or horizontal line or grade is altered or displaced or such other condition exists that interferes with the public convenience in the use of the sidewalk.

"Lot," "lots," or "portion of a lot" means a parcel of real property located within the City of Alameda and fronting any portion of a public street, alley or other place where a sidewalk exists. When used in connection with the words, "fronting the defective sidewalk," or variations thereof, these terms shall refer to the property in front of or along the side of the defective sidewalk.

"Owner" means a person owning a lot, lots, or portion of a lot within the City of Alameda and fronting any portion of a public street, alley, or other place, where a sidewalk exists.

"Repair" or "repairs" means elimination of a defective sidewalk by removal and replacement of all or a portion of the existing sidewalk or by other appropriate methods.

"State Sidewalk Repair Law" means Streets and Highways Code, Division 7, Part 3, Chapter 22, Sections 5600 to 5630, as those sections now exist or may hereafter be amended or renumbered,

### **22-18.3 - Enforcement of Section.**

The City Manager or their designee is authorized to promulgate regulations and to take any and all other actions reasonable and necessary to enforce this Section 22-18, including but not limited to establishing criteria and specifications for each type of repair

### **22-18.4 - Owner's duty to repair defective sidewalk.**

Pursuant to State Sidewalk Repair Law, an owner shall maintain and repair any defective sidewalk fronting such owner's lot, lots or portion of a lot in such condition that the sidewalk will not endanger persons or property nor interfere with the public's use.

### **22-18.5 – Service of notices.**

The City shall issue all notices consistent with the State Sidewalk Repair Law. The City may, but is not required to, issue additional notices beyond minimum state law requirements.

### **22-18.6 – Notice to repair.**

When the City has actual notice of the existence of a defective sidewalk, the City may issue written notice to repair the defective sidewalk to the owner of the lot, lots or

portion of the lot fronting the defective sidewalk. The City may also issue written notice to repair to the person in possession of the lot, lots or portion of the lot, in addition to the notice issued to the owner.

#### **22-18.7 Contents of notice.**

The written notice to repair shall, at a minimum, contain the following information:

- a. The location of the sidewalk at issue, and the City's determination that the sidewalk is defective;
- b. The nature of the required repair, and the cost as estimated by the City;
- c. The manner in which the repair is to be performed, including the specifications required by the City as to materials and workmanship;
- d. A statement that if the owner does not commence the repair within the time specified in this Section 22-18, or once commenced does not complete the repair diligently and without interruption, the City may commence and complete the repair and the cost thereof shall become a lien on the lot or lots of the owner, fronting the defective sidewalk;
- e. A statement that the owner may elect to perform the repair themselves after obtaining the necessary permits, have the repair performed by a licensed contractor hired by the owner, or have the repair performed by the City at the owner's expense.
- f. Notwithstanding any contrary provision in this Section 22-18, the notice may offer the owner the ability to demonstrate to the reasonable satisfaction of the City's Finance Department that payment of the repair costs will constitute a severe financial hardship on the owner; and if that financial hardship is demonstrated, then the repair costs may be reduced or waived pursuant to the City Manager or designee's discretion. The City Manager or designee is authorized to promulgate regulations to implement this provision.

#### **22-18.8 - Time for commencement and completion of repairs by owner.**

If the owner elects either to personally perform the repairs, or hire a licensed contractor to perform the repairs, then the repairs shall be completed within sixty (60) days of the City's issuance of the first notice to repair to the owner. Once commenced, the repairs shall be completed diligently and without interruption.

#### **22-18.9 – Owner agreement with City to make required repairs.**

The City Manager or their designee is authorized to establish and manage a program for the City to perform the required repairs and be reimbursed by the owner for the cost of repairs pursuant to a voluntary agreement between the City and the owner.

#### **22-18.10 Failure to make required repairs.**

If, after the City issues a notice to repair on the owner, the owner fails to respond to such notice within the time specified on the notice and advise the City whether the owner elects to 1) personally perform the repairs, 2) hire a licensed contractor to perform the repairs, or 3) request the City to perform the repairs and be

reimbursed by the owner for the cost of repairs, then the City may commence and complete the required repairs.

**22-18.11 - Payment for repairs by City.**

A. The owner is responsible for paying the costs incurred by the City for the City's repair of a defective sidewalk pursuant to this Section 22-18. Such costs may include any administrative or inspection costs associated with the repair.

B. Following the City's completion of repairs pursuant to this Section 22-18, the City shall issue an invoice for such repairs to the owner.

C. Notwithstanding any contrary provision of this Section 22-18, if the owner demonstrates to the reasonable satisfaction of the City's Finance Department that a payment plan is needed for the cost of the repairs, then the City may establish a payment plan with the owner pursuant to the City Manager or designee's discretion. The City Manager or designee is authorized to promulgate regulations to implement this provision.

**22-18.12 - Assessing costs of sidewalk repairs upon nonpayment of invoice.**

A. If the owner does not provide payment in full to the City within forty-five(45) days after the City issues an invoice for sidewalk repair to the owner, and the owner has not otherwise established a Finance Department-approved payment plan with the City, the City may issue a second invoice for repair to the owner. If the owner does not provide payment in full to the City within 45 days of issuance of the second invoice, the City may initiate proceedings to collect such funds by 1) commencing collections proceedings as authorized by law; and/or 2) make the cost of the repairs performed by the City a special assessment against the applicable lot or lots pursuant to the procedures set forth in the State Sidewalk Repair Law.

B. The City Manager or their designee may issue a notice of special assessment to all owners who fail to pay for any work performed by the City for repair of a defective sidewalk. This notice shall include a proposed date and time for the owner to meet and confer with City staff on the amount owed; a statement that if the owner is not available at the proposed meet and confer date and time, then the owner shall propose alternative dates and times (falling within normal City business hours: Monday through Thursday from 9am to 6pm, excluding holidays) no later than thirty (30) days after the original proposed date; a final due date for payment of the amount owed (which shall be no earlier than thirty (30) days after the meet and confer date originally proposed by the City; and a statement that if the owner fails to make reasonable efforts to meet and confer with the City regarding the amount owed then the owner will be unable to obtain a subsequent hearing before a City Hearing Officer pursuant to Section 1-7.8 of this Code.

C. Following an owner's reasonable meet and confer effort with City staff regarding the amount owed for defective sidewalk repair, the City Manager or their designee shall issue a determination letter regarding the payment dispute to the owner. The owner may contest the determination by completing a request for hearing form from the Public Works department and returning it within ten (10) days from the date of issuance of the determination letter, together with an advance deposit of the amount

owed as stated in the determination letter or a notice that a request for an advance deposit hardship waiver has been filed with the Finance Department.

D. The City Manager or their designee may waive the requirement of an advance deposit set forth in Section 22-18.12(C) and issue the advance deposit hardship waiver only if the cited party submits to the Finance Department a sworn affidavit, together with any supporting documents or materials, demonstrating, to the satisfaction of the City Manager or their designee, the owner's actual financial inability to deposit with the City the full amount of the fine in advance of the hearing.

E. The requirement of depositing the full amount of the fine as described in Section 22-18.12(C) shall be stayed unless or until the City Manager or their designee makes a determination not to issue the advance deposit hardship waiver. The City Manager or their designee may waive the advance deposit requirement and issue an advance deposit hardship waiver only if the owner submits a sworn affidavit or declaration under penalty of perjury, together with supporting documents or materials demonstrating, to the satisfaction of the City Manager or their designee, to the owner's actual financial inability to deposit with the City the full amount of the fine in advance of the hearing.

F. If the City Manager or their designee determines not to issue the advance deposit hardship waiver, the owner shall remit the deposit to the City within ten (10) days of the date of that decision or thirty (30) days from the date of the determination letter described in Section 22-18.12(C), whichever is later. The decision of the City Manager or their designee shall be in writing and state the reasons for their determination to issue or not issue the advance deposit hardship waiver. The determination of the City Manager or their designee is final.

### **22-18.13 – Hearing procedure.**

A. The Hearing Officer for any appeal of a sidewalk repair determination pursuant to the procedure set forth in Section 22-18.12 shall be selected and governed by Section 1-8.01 of this Code and any regulations adopted thereto.

B. The hearing shall be set for a date that is not less than five (5) days nor more than one hundred eighty (180) days from the date that the request for hearing is filed in accordance with Section 22-18.12(C), unless the Hearing Officer determines that good cause exists for an extension of time. The owner shall be responsible for paying a portion of the hearing fee as set forth in the Master Fee Schedule, unless the owner obtains a hardship waiver from the City. If the owner fails to pay their portion of the fee in advance of the hearing or otherwise obtain a hardship waiver from the City, the hearing shall be taken off calendar and the owner thereby waives their right to any further administrative remedies available under this Code.

C. At the hearing, the Owner contesting the sidewalk repair determination shall be given the opportunity to present oral and documentary evidence concerning the sidewalk repair determination and the payment responsibility. The hearing shall be informal, the rules of evidence shall not apply, and all evidence shall be admissible which is of the kind that reasonably prudent persons rely upon in making decisions. The Hearing Officer shall have the ability to control the proceeding, including the ability to limit testimony and the admissibility of evidence that is unduly repetitious or make other

rulings or place other limitations on the hearing that s/he deems to be in the interests of judicial economy or justice.

D. The sidewalk repair determination letter and any additional report submitted by the City Manager or their designee, in their discretion, shall constitute prima facie evidence of the respective facts at issue.

E. The Hearing Officer may, in their discretion, continue the hearing and request additional information from the City or the owner prior to issuing a written decision.

F. The Hearing Officer shall have the power to issue orders to keep order and decorum during an Administrative Hearing. No person shall fail to comply with any such order.

G. The Hearing Officer's decision shall be the final decision of the City. No further administrative review shall be available to the owner except for judicial review. The owner may seek judicial review of the Hearing Officer's decision within 30 days of the Hearing Officer's decision.

H. Any owner failing to exhaust the City's administrative remedy by timely seeking review of the City's decision with a Hearing Officer shall forfeit their right to judicial review of the City's decision.

#### **22-18.14 - Public hearing on special assessment.**

A. If the owner fails to pay any amount owed for defective sidewalk repair pursuant to the procedures set forth in Section 22-18.12 and 22-18.13 then the City Council, or the City Manager or their designee, in their discretion, may agendize a public hearing before the City Council to consider placing a special assessment against the applicable lot, lots, or portions of a lot in the form of a lien against the property pursuant to the procedures set forth in State Sidewalk Repair Law.

B. Upon approval of any special assessment and lien by the City Council, such assessment may be collected at the same time and in the same manner as ordinary secured property taxes are collected, and shall be subject to the same penalties and the same procedures of sale as provided for delinquent ordinary secured property taxes. The assessments shall be subordinate to all existing special assessment liens previously imposed upon the property and paramount to all other liens except those for state, county and municipal taxes with which it shall be upon parity. The lien shall be continued until the assessment and all interest and penalties due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of secured property taxes shall be applicable to such special assessments.

#### **22-20 - SPECIFICATIONS.**

##### **22-20.1 - Concrete Sidewalk, Parkway, Curb, Gutter and Driveway.**

No person shall construct any concrete sidewalk, parkway, curb, gutter or driveway in the City without conforming to the standards and specifications established by the City Engineer, the City of Alameda Standard Plans, and the State of California Standard Plans and Specifications.

## **22-20.1 – Abandoned Driveways**

No person, firm or corporation shall construct any driveway approach without abandoning any existing unused driveway. No person shall block the use of any driveway without first abandoning the driveway. Abandoning a driveway shall include the replacement of curb, gutter, and sidewalk in accordance with the standard plans, as set forth by the Engineering Division of the City.

### Section 2. CEQA DETERMINATION

In accordance with the California Environmental Quality Act (CEQA), the City Council finds and determines that the adoption of this ordinance is categorically exempt from further environmental review pursuant to CEQA Guidelines section 15301 (Existing Facilities).

### Section 3. SEVERABILITY

If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, this invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision and therefore the provisions of this Ordinance are severable. The City Council declares that it would have enacted each section, subsection, paragraph, subparagraph and sentence notwithstanding the invalidity of any other section, subsection, paragraph, subparagraph or sentence.

### Section 4. IMPLIED REPEAL

Any provision of the Alameda Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this Ordinance.

### Section 5. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

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Presiding Officer of the City Council

Attest:

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Lara Weisiger, City Clerk  
City of Alameda

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I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the 20<sup>th</sup> day of January 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 21<sup>st</sup> day of January 2026.

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Lara Weisiger, City Clerk  
City of Alameda

APPROVED AS TO FORM:

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Yibin Shen, City Attorney  
City of Alameda