



16

OFFICE OF THE  
CITY CLERK

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 304  
915 I STREET  
SACRAMENTO, CA  
95814-2671

LORRAINE MAGANA  
CITY CLERK

ANNE J. MASON  
ASSISTANT CITY CLERK

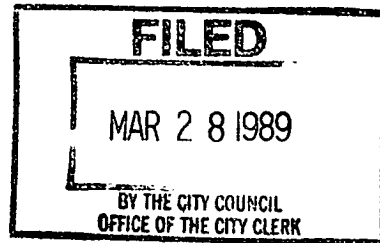
ADMINISTRATION  
916-449-5799

JANICE M. BEAMAN  
DEPUTY CITY CLERK

OPERATION SERVICES  
916-449-5426

SPECIALIZED SERVICES  
916-449-8200

March 16, 1989



Myron McIntyre  
8900 Ridge Way  
Roseville, CA 95661

Dear Mr. McIntyre:

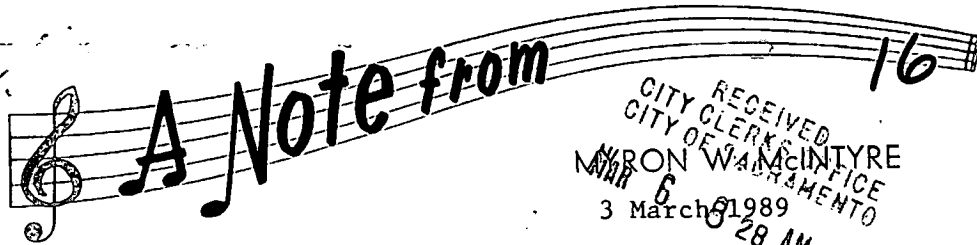
This letter is to confirm that your item regarding tree-root damage to the sidewalk at 2010 Sloat Lane is scheduled to be placed on the Sacramento City Council agenda for the meeting of **March 28, 1989**. The meeting will begin at the hour of 7:30 p.m., and this item will appear on the agenda under the heading of General Communications.

Pursuant to Section 6 of the City Council Rules and Procedures, there is a **three minute time limitation** for you to speak. Also, authorization from the City Clerk's Office is required prior to use of audio or visual equipment.

If you have any questions, please call.

Sincerely,

JANICE BEAMAN  
ACTING ASSISTANT CITY CLERK



RECEIVED  
CITY CLERK'S OFFICE  
MYRON W. MCINTYRE  
CITY OF SACRAMENTO  
MAY 6 1989  
3 March 28 AM '89

Anne Mason  
Acting City Clerk  
City of Sacramento

Dear Anne:

Here is a letter I have written to the Council and Mayor. It is about this letter that I wish to have a place on an agenda to speak to the leaders of our City about this matter.

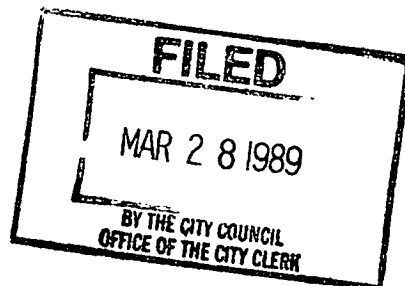
Way last June or July I followed Mrs. Hunter's request that I contact the city about the tree in front of her home. Subsequently there have been numerous letters, phone calls, meetings and finally a firm and definite notice that the city would act to repair the sidewalk if we did not sign the contract. I signed and said I would pay for the work.

Then I contacted a contractor who looked at the job and did the work after I called Public Works and was told they would not be able to get a contractor to repair and replace the sidewalk and cut the roots for a while.

The letter tells the rest.

Please contact me by phone (791 0510) if you have to get more information. Since we shall be away for short periods of time, drop a note in the mail if you can not reach us by telephone.

Thanks much,



16

RECEIVED  
CITY CLERKS OFFICE  
CITY OF SACRAMENTO

MAR 6 8 29 AM '89

**myron mc intyre**

3 March 1989

Mayor Rudin and City Council  
City of Sacramento

Trees are in the saddle . . . , to paraphrase a poet, and have ridden a ninety-six-year old lady living on Sloat Way. For thirty years Lettie Hunter has lived under a tree and kept a beautiful yard in spite of the sycamore that drops leaves, seed balls and limbs on her home and yard throughout the year.

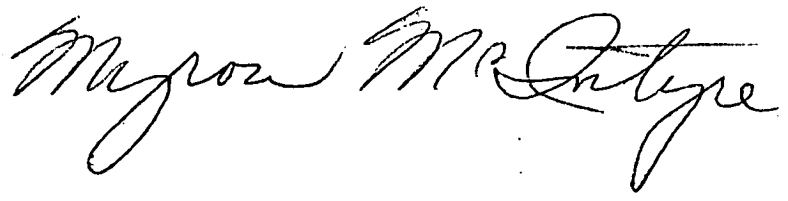
After many months and lots of letters, phone calls, visits to staff people and offers to pay for the removal of this trashy tree, it has won again. Johnnie Bramble wrote that laws are made and have to be enforced uniformly. I agree. He also wrote that the cost of saving this tree belongs to Mrs. Hunter. It cost \$2,700 to do what the formal notice said must be done. It's done and paid for. Russ Pemberton estimates the sidewalk will buckle in six to eight years; Bill from Bramble's office predicts five.

This oriental plane tree would work just dandy in William Land or in one of your other parks, but in a parking strip where it overgrows the curb and sidewalk it is out of place. Please reconsider your law governing trees, for the only way to have the tree taken out now is to have it declared diseased or a hazard.

I am attaching data to document for you if you care to see the cost this tree has placed upon Mrs. Hunter and her neighbor. We still feel strongly about the tree and want to have it cut down before it destroys the concrete driveway and sidewalk. We have just this month had poured.

Trees have lives as do people. Surely they should not be let live at all cost, especially when that cost is levied against only those people who live under outsized and overgrown specimens. Big old trees deserve to live and to do for your City what only trees can do for it. May I propose that you look at your ordinance and determine just how far a tree can grow in a three-foot parking strip before it is out of place and needs to be replaced by a smaller tree with limited growth propensities? Please see what you can do. This may not be a matter of life and death, but it surely is a matter of life quality, not only for Lettie Hunter, but for lots of other people in Sacramento whose property is under an old and somewhat overgrown tree.

Hopefully and importunately yours,



8900 RIDGE WAY  
ROSEVILLE, CA 95661  
(916) 791-0510

MYRON W. MCINTYRE  
DOROTHY J. MCINTYRE

PH 791-0510  
8900 RIDGE WAY  
ROSEVILLE, CA 95061

1154

90-7026/2211

18 Feb 1989

PAY TO THE  
ORDER OF

*M. J. McIntyre*  
2,705.00  
DOLLARS



SAN FRANCISCO FEDERAL SAVINGS  
MEMBER FDIC  
1000 MARKET STREET  
SAN FRANCISCO, CALIFORNIA 94102

Myron W. McIntyre

⑆32⑆⑆70282⑆⑆⑆54 6600⑆⑆84273⑆

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CITY OF SACRAMENTO  
MAR 6 8 29 AM '89

2/18/89

To who it may concern,  
The roots in front & side of the  
house on 2010 Sloat Lane took  
two men 9 hrs to remove from  
under side walk & Drive way.

X *[Signature]* Jim Lacey.

P.S. These men had a diesel Bobcat tractor, a compressor and a jackhammer. Even so  
the root cutting and removal went into the second day.

*J. M.*

# PRIME CONSTRUCTION CONTRACT

16

## Private Works

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CITY CLERKS OFFICE  
CITY OF SACRAMENTO  
MAR 6 8 29 AM '89

### Preliminary Information

1. Job Name and Address: McIntyre Residence, concrete work; 2010 Sloat Way,  
Sacramento, Sacramento County.
2. Real Property Owner and Address: Lettie Hunter
3. Construction Lender and Address: N/A  
Branch \_\_\_\_\_; Telephone # 451 1837

### RECITALS

This Agreement is entered into this 14 day of February, 19 89, by and between:  
 Name Nyron McIntyre AND Name M.T.A., Inc.  
 Address \_\_\_\_\_ Address P.O. Box 640, Roseville 95661  
 Telephone 791-0516 Telephone 645-3821  
 Hereinafter called "Owner" Hereinafter called "Contractor"

For the work on 2010 Sloat Way, Sacramento  
 and in accordance with certain plans and specifications prepared by none  
 Architect, dated \_\_\_\_\_, including addendums # \_\_\_\_\_

In performance of the work described, the parties agree as follows:

1. Property Lines: The Owner will locate and establish the property lines for the Contractor, and will provide boundary stakes set by a firm licensed to do such work, if there is a doubt as to the boundaries. In the event rock or other material not removable by ordinary hand tools is encountered, or if blasting is required, the Owner shall pay the Contractor's cost plus a 20% fee for such work. The employment of a soils engineer shall be the sole responsibility of the Owner.
2. Plans, Specifications, and Permits: The Project will be constructed according to the plans, specifications, and addenda which have been examined by the Owner, and which have been, or may be, signed by the parties hereto. The Contractor will obtain and pay for all construction permits required and the Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges, hook-up charges, and the like.
3. Payment: The Owner will pay the Contractor the sum of \$ 2095.00, in installments as follows: 100% upon completion of job, within five working days, and a final payment of \$ n/a to be paid 35 days after notice of completion has been filed, or upon issuance of lien-free endorsement by a title company.

Where payments are to be made through a construction lender or a "builders control," the Owner represents and guarantees that the construction loan fund is sufficient to pay the contract price and for all extra work which may be ordered by the Owner, and the Owner will do everything necessary to expedite all payments. The Owner hereby irrevocably authorizes the Construction Lender to make all payments when due directly to the Contractor or his assignee.

Where the Project is ready for occupancy and major items of corrective or repair work remain to be completed and the cost thereof will exceed 1% of the gross contract price, the Owner may withhold payment of a sufficient amount to pay for completion of such work, but shall not withhold any greater amount. This amount is to be retained in escrow.

Within 30 days after execution of this agreement, the Owner will have the job site ready for commencement of construction, and will have approval of any necessary construction loan. When the job site is ready for the Contractor, and all necessary financing has been obtained and approved, the Contractor shall commence work within ten (10) days after written notice from the Owner.

The Contractor shall complete the work within 5 working days after commencement, subject to permissible delays as described in Paragraph 4.

4. Delay: The Contractor shall be excused for any delay in completion of the Contractor caused by acts of God, acts of the Owner or the Owner's agent, employee, or independent contractor, stormy weather, labor troubles, act of public utilities, public bodies, or inspectors, extra work, failure of the Owner to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of the contractor.

- 16. Assignment: Neither party may assign their contract without written consent of the other party.
- 17. Attorneys' Fees: In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court in such litigation, or in a separate suit, shall award reasonable costs, expenses, and attorneys' fees to the prevailing party. The court shall not be bound by any court fee schedule, and may, in the interest of justice, award the full amount of costs, expenses, and attorneys' fees incurred in good faith.
- 18. Addenda: The following addenda are attached hereto and incorporated herein by reference thereto, and made a part of this agreement:

Addendum A: \_\_\_\_\_ Initial \_\_\_\_\_ initial \_\_\_\_\_

Addendum B: \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_

Addendum C: \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_

Check this box if there are no addenda attached.

- 19. Parts of agreement: This agreement is executed in two parts. Each part is deemed to be an original for all purpose.
- 20. Prior Agreements: This contract constitutes the entire agreement between the parties, and contains all of the covenants, stipulations, and provisions agreed upon by the parties. This contract supersedes and takes precedence over all proposals, correspondence, and oral agreements between the Owner and the Contractor, if any, made prior to and including the date hereof, and not specifically identified and incorporated in writing in this contract. This contract includes all alterations changes, addenda, amendments, corrigenda or any other instruments of like effect made, issued, or exercised by the Owner or the Owner's authorized agent through the date hereof. No agent or representative of either party hereto has authority to make, and the parties shall not be bound by, or liable for, any statement, representation, promise, or agreement not specifically set forth in this contract. Except as otherwise provided for herein, no changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties.
- 21. Change orders to be approved by Myron McIntyre only.

22. Scope of work includes:

- Sidewalk excavation of two areas : 5'x19'6" and 5'x10'6", and Driveway excavation of 7'6"x29'
- Tree root cutting as directed by city inspector
- Forming and pouring concrete with proper expansion joints in the above tree areas.
- Clean-up, as required

*2,705  
115  
18 sub*

*Added to curb to sidewalk \$650 16th Feb*

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning the responsibilities of a contractor may be referred to the registrar of the board, whose address is:

CONTRACTORS' STATE LICENSE BOARD, 3123 Bradshaw Road, P.O. Box 26000, Sacramento, California 95826

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assigns on the day and year first above written:

CONTRACTOR  
 M.T.A., Inc.  
 By \_\_\_\_\_, Pres.  
 Title  
 Corporation \_\_\_\_\_ Partnership  
 \_\_\_\_\_ Proprietorship  
 Contractor's State License Number 366861

OWNER  
 Myron McIntyre  
 By \_\_\_\_\_  
 Title  
 \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership  
 \_\_\_\_\_ Proprietorship



ITEM  
16

DEPARTMENT OF PARKS  
AND COMMUNITY SERVICES

ROBERT P. THOMAS  
DIRECTOR

G. ERLING LINGGI  
ASSISTANT DIRECTOR

WALTER S. UEDA  
DEPUTY DIRECTOR  
March 22, 1989

CITY OF SACRAMENTO  
CALIFORNIA

1231 I STREET  
SUITE 400  
SACRAMENTO, CA  
95814-2977

916-449-5200

DIVISIONS:  
CROCKER ART MUSEUM  
GOLF  
METROPOLITAN ARTS  
MUSEUM AND HISTORY  
PARKS  
RECREATION  
ZOO

City Council  
Sacramento, California

Honorable Members In Session:

SUBJECT: Tree Root Damage to Sidewalk at 2010 Sloat Way

SUMMARY

This report provides information on treeroot damage to a sidewalk located at 2010 Sloat Way. This report is for information only.

BACKGROUND

In June 1988, a complaint was filed with the City Street Division regarding a sidewalk hazard located at 2010 Sloat Way. (Exhibit A) The complaint was made by Mr. Myron McIntyre, son-in-law of the property owner, Ms. Lettie Hunter. At this time, Mr. McIntyre was informed that maintenance of the sidewalk is the property owner's responsibility under state law and a City inspector would examine the site and estimate the cost of repairs.

A City sidewalk inspector inspected the site in July and recommended repairs totaling \$603.83 which included cutting roots of the tree which was lifting the sidewalk. A contract with the estimated repair costs was sent to Mr. McIntyre at his Roseville address based on his request (Exhibit B). His mother-in-law is 95 years old and his wife handles her business matters.

Upon receiving the estimate, Mr. McIntyre spoke with and wrote Councilman Chinn's office about removing the tree with the roots causing the sidewalk damage. The City Arborist and Tree Services Manager subsequently made several inspections of the tree.

The purpose of the Arborist's inspection was to evaluate how best to resolve the conflict between tree roots and sidewalk. Generally, there

are four options: root cutting, modification of the sidewalk, a combination of root cutting and sidewalk modification and tree removal. Tree removal is a last resort measure and is recommended only when required root cutting would significantly compromise the tree's anchorage and stability or if the tree is diseased. The determination for this particular site was that the tree is in good health and a combination of root cutting and sidewalk modification would be most appropriate (Exhibit C).

After several months of correspondence and phone conversations, a signed contract was returned to the Street Division in January 1989 authorizing the City to make the required repairs. However, in February 1989, a private contractor was hired by Mr. McIntyre to correct the sidewalk damage and provide other extensive work (to the driveway and curb areas) which was not required by the City. The total repair cost was \$2,705.00.

Mr. McIntyre is now requesting that the subject tree be removed. His concern lies with future damage the tree roots may cause to the new sidewalk area.

The Parks and Community Services Department, Tree Services Section staff recommends against the tree removal. The tree is in good health. In City Ordinance 45.1, the Council found that the 'preservation of trees enhances the natural scenic beauty, increases life-giving oxygen, promotes ecological balance, provides natural ventilation, air filtration, and temperature, erosion, and acoustical controls, increases property values, improves the lifestyle of residents, and enhances the identity of the city.'

In similar incidents in the past, the Council has maintained a policy of tree preservation in this recognized "Tree City, U.S.A.". Although property owners must bear the cost of sidewalk damage as mandated by the State, they are also enjoying the benefits provided by a large healthy tree.

#### FINANCIAL

There are no additional costs associated with this report. If Council approves the tree removal, it will be accomplished by the City Tree Services staff.

#### MBE/WBE EFFORTS

None

#### POLICY CONSIDERATIONS

Incidents such as this are not uncommon. If every tree that caused sidewalk damage was removed we would have very few, if any, mature trees in Sacramento. In the past, Council has maintained a policy of tree preservation.



RECOMMENDATION

This report is for information only.

Respectfully submitted,

*for -* *B. Ealing Linzzi*  
Robert P. Thomas, Director  
Parks and Community Services

Recommendation Approved:

---

Walter J. Slipe  
City Manager

March 28, 1989  
District 4

Contact Person to Answer Questions:

JOHNNIE BRAMBLE, PARKS DIVISION MANAGER  
449-5384

BY: \_\_\_\_\_

QUERY & FIELD REPORT

SITE ADDRESS 2010 Sloat Way

DATE OF INSPECTION 7-18-88

COMPLAINT DATE 06-16-88

INSPECTORS INITIALS C.R.P.

COMPANY NAME Mr Myron Mc Intyre

SITE TYPE:

- Vacant Lot  Private Residence  
 Apartment  Commercial  Motel  
 Other \_\_\_\_\_

OWNER'S NAME Ms. Lettie Hunter

description

MAILING ADDRESS 8900 Redgeway

Inspector's Remarks:

Roseville Ca 95661  
 City State Zip

- a) No Severe Hazard - turn #5  
 b) Severe Hazard-Rush & Patch AC  
 c) Send Sidewalk Agreement Only  
 d) Process ASAP Because \_\_\_\_\_  
 e) Estimate based on a Total Job Area of \_\_\_\_\_ sq.ft.  
 f) Job Based on a total Group Job Area of \_\_\_\_\_ sq.ft.  
 g) Other \_\_\_\_\_

Telephone (H) 791-0510 (W) \_\_\_\_\_

DATE OF REINSPECTION \_\_\_\_\_

- IC-1.  Property Owner Concerned about defect.  
 IC-2.  Sidewalk Fall: Name of Injured \_\_\_\_\_  
 IC-3.  Citizen Complaint of Defect  
 IC-4.  City Dept Compl. of Defect  
 IC-5.  Inspector's Observation  
 IC-6.  Owner/Contractor Complete Re-inspect  
 IC-7.  Other \_\_\_\_\_

SEE REVERSE FOR PLAN

*Owner is: Mrs Lettie Hunter  
 all comes to son-in-law  
 Mr. Mc Intyre*

- NOTES TO INSPECTOR:  
 a) Get Exact Address  c) Inspect s/w  
 b) Inspect C&G  d) \_\_\_\_\_

DESCRIPTION	LINE ITEM	DIMENSIONS	QUANTITY	UNIT COST	OWNER'S/CITY'S COST
Frontage s/w	3A	5 x 18.8	= 94	sq.ft. \$5.62 /sq.ft.	\$528.28 /
Secondary "		x	=	sq.ft. \$ /sq.ft. \$	/
Side St. s/w		x	=	sq.ft. \$ /sq.ft. \$	/
Secondary "		x	=	sq.ft. \$ /sq.ft. \$	/
Park Strip		x	=	sq.ft. \$ /sq.ft. \$	/
CG Removal		x	=	ln.ft. \$ /ln.ft. \$	/
CG Replace		x	=	ln.ft. \$ /ln.ft. \$	/
AC Pave Rem.		x	=	ln.ft. \$ /ln.ft. \$	/
Root Cutting	R	5 x 18.8	= 94	sq.ft. \$0.55 /sq.ft.	\$ 51.70 /
Saw Cutting	SF	1 x 7.5	= 7.5	ln.ft. \$3.18 /ln.ft.	\$ 23.85 /
Driveway		x	=	sq.ft. \$ /sq.ft. \$	/
Base Repair		x	=	sq.ft. \$ /sq.ft. \$	/
Other		x	=	\$ /	\$ /
TOTAL COST	(PRIMARY REPAIR AND SECONDARY REPAIR)				\$603.83 /

CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS  
SIDEWALK AGREEMENT

PROPERTY OWNER : Mr. Myron McIntyre  
COMPANY : Ms. Lettie Hunter  
ADDRESS : 8900 Ridgeway  
Roseville, CA 95661

CORRESPONDENCE # 7308  
DESCRIPTION OF WORK: REPAIR OF SIDEWALK  
Today's Date : 07/26/88  
Offer expires : 08/25/88

DESCRIPTION	DIMENSIONS	QUANTITY	UNIT COST	TOTAL
Sidewalk	5 x 18.8	94.00	\$5.62	\$528.28
Root Cutting	5 x 18.8	94.00	\$0.55	\$51.70
Saw Cutting	1 x 7.5	7.50	\$3.18	\$23.85
TOTAL ESTIMATE				\$603.83

WHEREAS, the public sidewalk at 2010 Sloat Way in this City is out of repair and in a condition to interfere with the public convenience in the use of such sidewalk, and

WHEREAS, the owner recognizes that under the provisions of Section 5610 of the Streets and Highways Code of the State of California he is solely responsible for repair of his sidewalk subject to the exceptions provided in Sections 5600 to 5630 of said Streets and Highways Code, and

WHEREAS, the owner and the City wish to avoid the time and expense involved in making repairs to said sidewalk under the assessment procedures established in Sections 5600 to 5630 of said Streets and Highways Code,

NOW THEREFORE, the undersigned agree that the City may cause said repairs to be made subject to the terms hereafter specified and further agree that the owner shall be solely responsible for the costs of such repairs, which are estimated to be \$603.83 (your cost will not exceed this amount under this agreement).

DATE : \_\_\_\_\_ PHONE : \_\_\_\_\_ OWNERS SIGNATURE \_\_\_\_\_

GENERAL PROVISIONS

All work performed under this agreement must be done in a workmanlike manner and under City inspection and according to City specifications. The owner agrees to pay his amount of the costs directly to the person or firm doing the work. Payment is due upon completion of work.

The repair of sprinkling systems, drains or other utilities are not included in this contract and shall be the responsibility of the owner, unless such damage is caused by the contractor.

The parties to this agreement hereby recognize and agree that persons who hereafter sign this document as "Owner or Agent" are personally liable for the payment of costs required under this agreement, and that he/she will not hereafter attempt to avoid said obligation by disclaiming legal responsibility for the specified repairs.

(Please check one)  I will hire my own licensed contractor. Estimated completion date : \_\_\_\_\_  
 Job is completed, please reinspect  
 I authorize the City to complete the work

-----OWNER/AGENT-----

MARTIN MACKENZIE CONSTRUCTION INSPECTOR II  
CITY OF SACRAMENTO, A MUNICIPAL CORPORATION

The contractor doing this work shall remove all forms, properly backfill and clean up job site in not less than twelve (12) hours after the concrete is finished. Upon failure of the contractor to comply with the above conditions, the City may complete the work and deduct the cost thereof from the amount payable.

NOTE: PRIMARY REPAIRS must be completed as it presents a hazard and are marked on sidewalk with arrows.  
SECONDARY REPAIRS are optional and are marked on the sidewalk with dots.

## ROOT INSPECTION REPORT

<u>Rutherford</u> Inspector	<u>2010 Stout Way</u> Location
<u>2-17-89</u> <u>2-17-89</u> Date Received/Date Inspected	<u>London Plane</u> Species
<u>Jim Lacey</u> Contractor	<u>M - G</u> Size - Condition

## Description of root system's appearance and conflicts.

Multiple surface roots, 2-4" in diameter, have lifted approximately 15' of sidewalk. Owner is doing driveway work as well. Converting from old style to thick solid slab.

## Description of recommended treatment.

Cut all exposed surface roots in conflict with concrete. Install radius in sidewalk to provide additional room for crown roots.

## Description of factor(s) that contributed to the conflict.

Surface irrigation practices for turf maintenance / large tree in confining space.

## Terminology:

Size Categories: Juvenile, less than 4 inches DBH: Intermediate, between 4 and 12 inches DBH: Mature, greater than 12 inches DBH.

Condition Categories: Good, tree is representative of species and does not display any visual symptoms of decline: Fair, tree is representative of species (or departs from the norm only slightly) and/or displays minor symptoms of decline: Poor, tree is not representative of species and/or displays major symptoms of decline.

Recommended Treatments: Cut specified roots: Contour sidewalk to bend around roots: Raise grade to go over roots: Remove specified concrete: Breakup hardpan: Prune canopy to lighten: Water to compensate for root loss: other recommendations.