

Kay Coleman  
Mayor

Tom McInerney  
Vice Mayor



Ford Greene  
Councilmember

John Wright  
Councilmember

Matt Brown  
Councilmember

525 San Anselmo Avenue, San Anselmo, CA 94960-2682  
www.townofsananselmo.org  
(415) 258-4600 | Fax (415) 459-2477

**APPLICATION TO REQUEST FINANCIAL ASSISTANCE TOWARDS  
DRAINAGE IMPROVEMENT PROJECTS**

In order for the Town Council to determine whether a project meets the established criteria, please provide the following information.

Date \_\_\_\_\_

Name of Applicant(s): \_\_\_\_\_

Address(es) \_\_\_\_\_

Phone Contact(s) \_\_\_\_\_

Provide a description of what work is being proposed for Town funding, along with the exact location.

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Is there any participation by other public agencies? Please describe. \_\_\_\_\_

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To what extent does the Town participation facilitate performance of the project?

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What is the cost of the project? \_\_\_\_\_

How much is the town being asked to contribute? \_\_\_\_\_

How much are the property owners contributing? \_\_\_\_\_

What percentage of the total project cost is the Town being asked to fund? \_\_\_\_\_

How many property owners receive a direct benefit from the project? \_\_\_\_\_

How many property owners are participating financially? \_\_\_\_\_

What is the condition of the facility? Has there been a failure, or is the proposal to prevent failure? Please describe. \_\_\_\_\_  
\_\_\_\_\_

How large is the watershed draining into the proposed improvement? (Drainage projects only.) \_\_\_\_\_

Cost benefit of the proposed improvement. Is there a savings to the Town? Does it save funds on improvements to public facilities? \_\_\_\_\_  
\_\_\_\_\_

Is the proposed project within a public , but unaccepted right-of-way? (Higher priority will be given to projects in a public right-of-way.) \_\_\_\_\_

What is the threat of damage and amount of potential damage if the improvements are not made? \_\_\_\_\_  
\_\_\_\_\_

Is there a public project that depends on work being done that is private property owner responsibility? \_\_\_\_\_

Are the benefiting property owners willing to agree to the following? Yes/No \_\_\_\_\_

- Accept a cash contribution without Town oversight of project beyond that of standard residential developments. The Town will not design, contract, administer, or exercise dominion and control on the project.
- Maintenance responsibility remains with the property owners.
- Indemnify the Town against any claim or litigation related to the improvements performed with the Town contribution.
- Hold the Town harmless for any actions, or lack thereof, related to the filing of a proposal for Town contribution, whether or not the proposal is funded.
- Furnish documentation that the work has been performed, and the agreed Town fund ratio was maintained.

SIGNATURE(S)

\_\_\_\_\_  
\_\_\_\_\_

## TOWN OF SAN ANSELMO

### PROCEDURE TO REQUEST FINANCIAL ASSISTANCE TOWARDS DRAINAGE IMPROVEMENT PROJECTS

Drainage facilities on non-Town maintained roads are the responsibility of the adjacent property owners, as are most drainage facilities on private property. Sometimes, neighbors join together in an effort to make improvements to the drainage facilities in their neighborhood that are their responsibility.

In 1996, the San Anselmo Town Council adopted Resolution No. 3363, which established criteria for consideration of proposals from neighborhoods for financial assistance from the Town towards drainage improvement projects.

To have a proposal considered for funding contribution, the procedure is:

1. The neighborhood designates a primary contact to interact with Town staff regarding the proposal process, and to secure contractor estimates.
2. Staff advises the neighborhood contact on the process for submitting information related to the funding criteria in Resolution 3363.
3. A proposal from the neighborhood is received by the Town by May 1, of each year.
4. In May of each year, Council designates either a Council subcommittee, or a separate committee such as one with engineering expertise, to review proposals. The Public Works Director/Town Engineer serves as a staff liaison to this subcommittee or committee.
5. The subcommittee or committee reviews proposals in relation to the criteria and conditions in Resolution No. 3363, and makes a recommendation to the Council on funding of proposals for drainage improvements.
6. Council takes an action on proposals.
7. All property owners sign an indemnification agreement holding the Town harmless for its participation in the project.
8. The neighborhood arranges for the design and construction of the improvements, makes provisions with staff—if needed—to set up a holding account for the neighborhood contributions, and the work is performed.
9. Council may consider requests outside of the May deadline cycle, in the event of emergency or other exigent circumstances.
10. Sean Condry, Director of Public Works, is the Town's liaison. Direct questions to him at 258-4676.

RESOLUTION NO. 3363

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO SETTING A POLICY FOR TOWN ASSISTANCE TOWARDS COOPERATIVE EFFORTS IN DRAINAGE IMPROVEMENT PROJECTS

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WHEREAS, there are drainage facilities in San Anselmo that fall into disrepair; and

WHEREAS, property owners may join together to raise funds and make arrangements to improve drainage facilities in their neighborhood; and

WHEREAS, there is a community interest in encouraging the improvement of drainage facilities in neighborhoods,

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Town will consider proposals by property owners of Town maintain roads and non-Town maintained roads for financial assistance in making improvements to drainage facilities, using the following criteria to evaluate an appropriate funding level, if any, for such proposals:

1. Participation by other public agencies. Priority may be given to projects to which other public and/or private agencies are making contributions.
2. Town participation as leverage for project accomplishment. To what extent does the Town participation facilitate performance of the project? What is the percentage of Town versus private contribution relative to total project cost. Is the Town being asked to fund more than half of the repair/improvement?
3. Fundraising. Are the property owners making other efforts to raise funds?
4. Property owner participation. What is the percentage of property owners affected who are participating? How much are they contributing?
5. Condition of drainage facility. Has there been a failure, or is the proposal to prevent a failure? How does the condition of this drain compare with the condition of other drains in Town - both public and private?
6. Use of facility. How large is the watershed draining into the proposed improvement? What is the number of properties affected? Preference will be given to projects affecting more than one property.
7. Cost benefit of the proposed improvement. Is there a savings to the Town? Does it save funds on improvements to public drainage facilities?
8. Town property. Is it within a public, but unaccepted right-of-way? Higher priority will be given to drains in the public right-of-way.
9. Cost of repair. Smaller requests will be given higher consideration than larger requests, in order to spread the funds over many projects.
10. Degree of risk. What is the threat of damage and amount of potential damage if the improvements are not made?

11. **Private work that is necessitated by a Town project.** Is there a public project that depends on work being done that is private property owner responsibility?

BE IT FURTHER RESOLVED that the following conditions will apply to contributions for drainage improvements:

- A. Agreement to accept a cash contribution without Town oversight of project beyond that of standard residential developments. The Town will not design, contract, administer, or exercise dominion and control on the project.
- B. Agreement that maintenance responsibility remains with the property owners.
- C. Agreement to indemnify the Town against any claim or litigation related to the improvements performed with the Town contribution.
- D. Agreement to hold the Town harmless for any actions, or lack thereof, related to the filing of a proposal for Town contribution, whether or not the proposal is funded.

BE IT FURTHER RESOLVED that the Town will:

- 1) Waive permit fees for the improvements.
- 2) If desired by the property owners, provide a holding account for funds contributed by property owners and other agencies.
- 3) Coordinate with local utilities for any work that needs to be done prior to the start of paving.
- 4) Not provide technical assistance, except for the inspection of private improvements.
- 5) Consider contribution of Town funds, contingent upon the availability of funds and applicability of the criteria in this resolution to the proposed drainage improvement project.
- 6) Endorse requests for funding for other public or private sources.

BE IT FURTHER RESOLVED that Town assistance in the improvements of drainage facilities on non-Town maintained roads or private property does not obligate the Town to perform maintenance on these improvements, or be liable for any consequences of these improvements.

I hereby certify that the foregoing resolution was duly passed and adopted on the 10<sup>th</sup> day of September, 1996, by the following vote, to wit:

AYES: Breen, Chignell, Kroot, Hodgens, Yarish

NOES: (None)

ABSENT: (None)

ATTEST:

Debra Stutsman

WHEN RECORDED MAIL TO  
Town of San Anselmo  
525 San Anselmo Avenue  
San Anselmo, CA 94960-2682

RECORDING REQUESTED BY  
AND FOR THE BENEFIT OF  
The Town of San Anselmo, a  
Municipal Corporation

TOWN OF SAN ANSELMO

County of Marin, State of California

**Indemnity Agreement**

WHEREAS, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter "owners"),  
owners of real property located at \_\_\_\_\_,  
Town of San Anselmo, County of Marin, State of California, also known as Assessor's  
Parcel Number(s) \_\_\_\_\_  
will receive a direct benefit to said property from \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,  
a work of improvement (hereinafter "Improvement") paid for in part by the Town of San  
Anselmo; and

WHEREAS, the Owners have retained, on their own behalf, a licensed contractor to  
perform said Improvement; and

WHEREAS, Owners shall construct said Improvement, as shown on that contractual  
agreement between Owners and their Contractor, submitted to the Town of San Anselmo and  
attached and incorporated herein as Exhibit A; and

WHEREAS, the San Anselmo Town Council approved a financial contribution toward  
the Improvement, conditioned upon the execution by the Owners of an Indemnity Agreement  
indemnifying and holding the Town of San Anselmo, its employees and agents harmless for  
any act or omission in connection with the construction, maintenance, financing, and/or use of  
said Improvement;

NOW, THEREFORE, in consideration for the benefit conferred upon Owners' real property  
by the Town's contribution toward the Improvement, it is hereby agreed by and between the  
Town of San Anselmo and Owners that:

1. Owners shall indemnify, defend with counsel approved by Town, and hold harmless Town, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the construction, maintenance, financing, and/or use of the Improvement. Should conflict of interest principles preclude a single lawyer from representing both Town and Owners, or should Town otherwise find Owners' legal counsel unacceptable, then Owners shall reimburse the Town its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Owners shall promptly pay any final judgment rendered against the Town (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement; and

2. Owners shall bind themselves jointly and severally, their heirs, estates, successors, administrators, executors and assigns, and the transferees and future owners of the property hereinabove described to the faithful terms contained in this agreement, which shall constitute equitable servitudes and covenants which shall run with the land; and

3. That the indemnity provided in this agreement shall be recorded and shall extend from the date of execution of this agreement until such time as the Improvements are removed; and

4. Should any dispute arise over the terms and conditions of this agreement, the prevailing party in any arbitration or litigation shall be entitled to reasonable attorneys' fees and costs (including the cost of the arbitrator) as determined by the arbitrator or judge.

IN WITNESS HEREOF, the parties hereto affix their signatures, this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

TOWN OF SAN ANSELMO

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Mayor

Town Clerk

OWNERS:

\_\_\_\_\_

\_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)