

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
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(415) 258-4600 | Fax (415) 459-2477

**APPLICATION TO REQUEST FINANCIAL ASSISTANCE TOWARDS
PAVEMENT 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.

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

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

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 TOWARD PAVEMENT IMPROVEMENT PROJECTS ON UNACCEPTED ROADS

Maintenance of non-Town maintained roads is the responsibility of the adjacent property owners. Sometimes, neighbors join together in an effort to make improvements to the roads in their neighborhood that are their responsibility.

In 1994, the San Anselmo Town Council adopted Resolution No. 3268, which established criteria for consideration of proposals from neighborhoods for financial assistance from the Town toward pavement 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 3268.
3. A proposal from the neighborhood is submitted to the Town.
4. 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. 3268, and makes a recommendation to the Council on funding of proposals for 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. Sean Condry, Director of Public Works, is the town's liaison. Direct questions to him at 258-4676.

RESOLUTION NO. 3268

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

WHEREAS, there are public roads in the Town of San Anselmo that, with usage and time, fall into disrepair; and

WHEREAS, property owners may joint together to raise funds and make arrangements to repave the roads in their neighborhood; and

WHEREAS, there is a Town interest in encouraging property owners to participate in paving projects in order to improve the condition of roadways in the community,

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Town will consider proposals by property owners of Town maintained streets and non-Town maintained streets for assistance in paving projects, using the following criteria:

- a) **Participation by other public agencies:** Priority may be given to projects to which other public and/or private agencies are making contributions.
- b) **Town participation as leverage for project accomplishment.** To what extent does the Town participation facilitate performance of the project?
- c) **Fundraising:** Are the property owners making other efforts to raise funds?
- d) **Property owner participation:** What is the percentage of property owners who are participating? How much are they contributing?
- e) **Condition of roadway.** How does the condition of this roadway compare with the condition of other roadways in Town - both Town-maintained and non-Town maintained?
- f) **Traffic volume/use of roadway.** To what extent is this roadway used by other Town residents? Is it a dead-end road, or does it provide access to other roads that are Town-maintained and/or used by Town residents?
- g) **Cost benefit of the proposed improvement.** Is the road improvement being proposed appropriate with respect to the condition of the roadway and available solution? Is the improvement a good investment for maintenance of the road?
- h) **Town property.** Does the Town own any property that is being served by this roadway? Is the Town an adjacent property owner on the road?

BE IT FURTHER RESOLVED that after, Council may make a determination of the appropriate level of Town assistance in the following areas:

1. Waiver of permit and inspection fees for the roadway improvements.

2. Provide technical assistance such as review of design details and contractor walk through.
3. Provide holding account for funds contributed by property owners and other agencies.
4. Coordination with local utilities for any work that needs to be done prior to the start of paving.
5. Contribution of funds from the Town, contingent upon availability of Town funds.
6. Endorsement of requests for funding from other public or private sources.

BE IT FURTHER RESOLVED that Town assistance in the paving of non-Town maintained roads does not obligate the Town to perform maintenance on those roads.

I hereby certify that the foregoing resolution was duly passed and adopted on the 28th day of June, 1994, by the following vote, to wit:

AYES: Breen, Kroot, Yarish, Zaharoff, Chignell

NOES: (None)

ABSENT: (None)

Paul Chignell
MAYOR

ATTEST:

Caroline Fortee
Town Clerk

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)