

TOWN OF SAN ANSELMO

DEPARTMENT OF PUBLIC WORKS AND PLANNING
525 SAN ANSELMO AVENUE, SAN ANSELMO, CA 94960



STEPS INVOLVED IN ORGANIZING A PAVING PROJECT ON UNACCEPTED ROADS WITH TOWN ASSISTANCE AND CONTRIBUTION

1. Designate a neighborhood coordinator who will organize the project, meet with contractors and the Town and be the liaison throughout the project.
2. Contact a contractor for an estimate. This should be done before contacting neighbors as they won't commit without knowing the general scope. Add at least 10% to the estimate and preferably 15-20%. This is because as the work is clarified, additional work is invariably necessitated. The walk through staff does with the contractor frequently points out additional needs and criteria which add to the price.
3. Contact the neighbors and determine if there is an interest in paving. This may start informally and get progressively more formal, leading to them signing a commitment sheet agreeing to pay X dollars. Advise them of the cost and how many neighbors are potentially involved (who uses or fronts the road to be paved.)
4. Submit a written request for contribution to the Town Council stating how the project meets the criteria in Resolution Number 3268 (attached). The Council will consider the request at the next available Council meeting based on the criteria in the Resolution. The amount of Town contribution is to be decided. Staff cannot advise how much may be funded by the Town. However, before passage of Measure G (and it's increased revenue), property owners were each paying less than \$1000 each, and the Town was contributing the balance.
5. Execute a contract with the contractor. This can be signed by either the neighborhood coordinator or by all the participating residents.
6. Execute a hold harmless agreement with the Town- Because the work is not being done by Town design standards with formal plans and specifications (which significantly increase costs), the Town cannot be responsible for problems resulting from the work.

The Town also assists in the following ways:

- Provide Town staff for reviewing the proposed project in terms of what paving strategy is used. In other words, help decide on aspects such as a fabric layer between the old and new asphalt, asphalt thickness, drainage problems, etc.
- Provide a walk through with the neighborhood and the contractor- point out defects needing attention, ensure contract includes necessary work.
- Act as the fiscal agent- Checks can be written to the Town from each resident. When the neighborhood coordinator has ensured all the checks are in, the Town cuts a check to the coordinator for that amount plus the Town's contribution.
- Inspect the work. This inspection is done per whatever written contract is made between the contractor and the neighbors. Due to liability the Town only advises of discrepancies between the work in progress and the scope of the contract.

Steve Myrter will be the Town's liaison. All questions regarding this process can be directed to him at 258-4623.

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

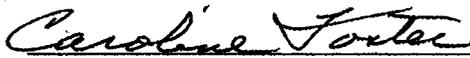
NOES: (None)

ABSENT: (None)



MAYOR

ATTEST:



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, _____

("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 real property from, **[INSERT BASIC PROJECT DESCRIPTION]**

_____ 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 _____,

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

On _____, 200_, before me, a Notary Public in and for the State of California, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the same instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

On _____, 200_, before me, a Notary Public in and for the State of California, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the same instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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NOTARY PUBLIC