

TEXAS HILL ESTATES ROAD ZONE OF BENEFIT # 12

ROAD IMPROVEMENT PROJECT FUNDING AGREEMENT

THIS AGREEMENT, entered into by and between the County of El Dorado, a public entity, (hereinafter "DONEE") and Mitchell McAllister, property owner within the Texas Hill Estates Road Zone of Benefit #12 within County Service Area #9 (hereinafter "DONOR").

RECITALS

1. The parties agree that road work contemplated by this Agreement must be completed to satisfy certain conditions of approval under Certificate of Compliance 97-205 issued for Assessor's Parcel Numbers 096-020-46 and 096-050-13;
2. Fairover Court at the location of the contemplated road work is a public road and is maintained by the Texas Hill Estates Road Zone of Benefit; and
3. The DONOR listed above desires to donate to the County of El Dorado and the County of El Dorado desires to accept from DONOR the approximate maximum sum of \$51,288 (fifty one thousand two hundred and eighty eight dollars) for the express purpose of accomplishing the road work described below, and to cover the associated administrative costs. The donation is a gift to the County of funds, which is subject to the conditions contained herein.

PROJECT DESCRIPTION

The road maintenance and repair work described herein will be performed by a licensed contractor and is subject to all applicable requirements for public works, including the payment of prevailing wages. The project is located north of Weber Creek on Fairover Court, previously named Jimtown Way and shown on the Project Plans as Jimtown Way

and Jimtown Rd., in the Texas Hill Estates Road Zone of Benefit # 12 in El Dorado County. The Work to be done is shown on the Project Plans, is described in detail in the construction contract documents, and generally consists of, but is not limited to the following: modification of two curves on Fairover Court, including removal and replacement of asphalt and placement of new asphalt on said curves, placement of aggregate base on the existing turnout on the west side of Fairover Court and removal of trees and brush as necessary to perform the Work

PROJECT COSTS

The estimated cost of the project is \$51,288 (fifty one thousand, two hundred and eighty eight dollars) which sum includes the construction contract amount of \$44,444 (forty four thousand four hundred and forty four dollars), a ten percent contingency allowance of \$4,444 (four thousand four hundred and forty four dollars) and the estimated associated administrative cost \$2,400.00 (two thousand four hundred dollars). Funds provided by the DONOR will be used to pay for the labor, materials and equipment costs to complete the work described herein and associated administrative costs necessary to complete the work described herein. Should project costs exceed the amount deposited hereunder, DONOR shall deposit additional funds as required by COUNTY within ten (10) calendar days following the County's written request.

Funding received from DONOR for the road maintenance work in the amount of \$44,444 is a gift/donation, not a loan, and will not be refunded or reimbursed or credited against any taxes or assessments that are due now or will become due in the future. The balance of funds for the ten percent contingency allowance and administrative costs plus any interest received which is not expended to complete the project will be refunded to the DONOR after the notice of completion for the project described herein is signed and all invoices for payment to the contractor are processed. If, for whatever reason, this project is not commenced before June 30, 2007 donations for the road improvement work and any unexpended administrative funds will be returned to the DONOR.

All funds donated for this project shall be deposited in cash with the Department of Transportation prior to the commencement of work. The funds will be held in the separate operating account specifically identified for the Texas Hill Estates Road Zone of Benefit #12. The account is interest bearing and has been established with the County Auditor. Interest received on the deposited funds shall be made a part of the total amount allocated for the project. The DONOR is entitled to unexpended interest that is added to the funds deposited pursuant to this Agreement.

PROJECT DATE

Construction of this project is anticipated to take place upon full execution of a contract with a qualified contractor during fiscal year 2006/2007.

MAINTENANCE

The newly conditioned portion of Fairover Court will remain under the control and responsibility of the Texas Hill Estates Road Zone of Benefit to maintain at its discretion.

The road work done pursuant to this Agreement shall not vest in the DONOR any greater rights to travel Fairover Court than exist in the public, and does not commit the County to any duty of maintenance under the terms of this Agreement, or as a condition of the gift made.

CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance, Department of Transportation, or successor.

Requesting Department Concurrence:

By: _____
Richard W. Shepard, P.E.
Director of Transportation

Dated

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO

By: _____

Dated: _____

Board of Supervisors
"Donee"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

DONOR

By _____
Mitchell McAllister

Dated _____