

RIVER PINES ESTATES ROAD ZONE OF BENEFIT # 98146

ROAD MAINTENANCE AND REPAIR PROJECT FUNDING AGREEMENT

THIS AGREEMENT, entered into by and between the County of El Dorado, a public entity, (hereinafter “DONEY”) and the subscribing DONORS who own property outside the boundaries of the River Pines Estates Road Zone of Benefit within County Service Area #9 (hereinafter “DONORS”).

RECITALS

1. The DONORS own property outside the boundaries of the River Pines Estates Road Zone of Benefit (the “Zone”) and, thus, are not obligated to contribute to the maintenance or repair of those roads within the Zone;
2. Nevertheless, due to their use of D’Agostini Drive within the Zone, the DONORS desire to donate money for the repair of a specified segment of D’Agostini Drive;
3. D’Agostini Drive at the location of the contemplated work is a public road and is within the maintenance jurisdiction of the Zone;
4. The parties agree that road work contemplated by this Agreement is in the public interest; and
5. The DONORS desire to donate to the County of El Dorado the sum of \$7,000 (seven thousand dollars) for the express purpose of accomplishing the road work described below. The donation is a gift to the County of funds.

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 road maintenance and repair work described herein shall consist of the following:

the single application of emulsified asphalt Type II Micro-Surfacing with five percent (5%) Polymer on D’Agostini Drive beginning near the intersection of D’Arie Road and D’Agostini Drive and continuing eastward approximately 29,787 square feet.

The location of **this** road work shall be on D'Agostini Drive in the Zone. The exact location of repairs will be marked in the field by a road zone representative prior to the start of work.

PROJECT COSTS

The estimated maximum cost of the project is \$7,000 (seven thousand dollars). Funds provided by the DONORS will be used to pay for all of the labor, materials and equipment costs to complete the work described herein.

Funding received from DONORS 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. If for whatever reason this project is not commenced before November 1, 2008 all donations will be returned to the DONORS.

All funds donated for this project shall be deposited in cash with the Department of Transportation prior to the execution of a contract to complete the work. The funds will be held in the separate operating account specifically identified for the River Pines Estates Road Zone of Benefit #98146. The account will be interest bearing and established with the County Auditor upon receipt of cash deposit.

PROJECT DATE

This project will take place during fiscal year 2008/2009 upon full execution of a contract with a qualified contractor.

MAINTENANCE

The newly resurfaced portion of D'Agostini Drive will remain under the control and responsibility of the Zone to maintain at its discretion.

The road work done pursuant to this Agreement shall not vest in the DONORS any greater rights to travel D'Agostini Drive than exist in the public, and do 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.

EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each of which shall have the force and effect of an original and all of which together shall constitute one and the same instrument.

Requesting Department Concurrence:

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

Dated: 7/22/08

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: _____ Dated: _____
Deputy Clerk

DONORS

By _____ Dated _____
Chaim Gur-Arieh

By _____ Dated _____
Barbara Hodgin

By _____ Dated _____
David Helwig