



RESOLUTION NO.

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Adopting the County of El Dorado Missouri Flat Area Master Circulation & Funding Plan Reimbursement Guidelines

WHEREAS, on December 15, 1998, the Board of Supervisors (Board) of the County of El Dorado adopted the Missouri Flat Area Master Circulation and Funding Plan ("MC&FP"); and

WHEREAS, the MC&FP was intended to implement the County's General Plan and to mitigate the impacts of proposed development in the area; and

WHEREAS, the MC&FP benefits all properties in the area by constructing roadways and related improvements that mitigate the existing deficiencies of roadways in the area, which would otherwise need to be mitigated in connection with the development of individual properties; and

WHEREAS, on March 19, 2002, the Board adopted Resolution No. 74-2002, entitled "A Resolution of Formation, Establishing Community Facilities District No. 2002-01 (Missouri Flat Area), Authorizing the Levy of a Special Tax within the District and Preliminarily Establishing an Appropriations Limit for the District, and Calling an Election for the Purpose of Submitting the Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District" (the "Resolution of Formation"), which described the facilities to be financed in whole or in part by the District (the "Facilities"); and

WHEREAS, the Community Facilities District was intended to provide a source of capital funding for the County's share of the needed transportation improvements in the MC&FP area for the List of Authorized Facilities as detailed in Exhibit B of the Community Facilities District No. 2002-01 (Missouri Flat Area) (the "List of Authorized Facilities"); and

WHEREAS, on September 16, 2008, the Board adopted Ordinance No. 4785, entitled "Ordinance of the Board of Supervisors of the County of El Dorado Providing For Annual Contributions Towards Missouri Flat Roadway Improvements," which established the County's commitment to direct 85% of 1% of Property and Sales Tax (tax increment) in the Missouri Flat area for non-residential developments to be used towards the funding of transportation improvements included in the List of Authorized Facilities; and

WHEREAS, developer-driven projects may be required under their respective Development Agreements and/or Conditions of Approval to construct certain improvements in the MC&FP area which are included on the List of Authorized Facilities, which would otherwise be constructed by the County, and which thus are eligible for reimbursement from the special taxes levied within the MC&FP area; and

COUNTY OF EL DORADO

**MISSOURI FLAT AREA MASTER
CIRCULATION & FUNDING PLAN
REIMBURSEMENT GUIDELINES**

**Adopted by Board Resolution
#XXX-2023 on August 15, 2023.**

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1. DEFINITIONS

- 1.1. "Advertisement" means published public notice soliciting bids for the Project, in accordance with the Public Contract Code, and in particular the Local Agency Public Construction Act and the Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.).
- 1.2. "Applicant" means any individual, person, firm, partnership, association, joint venture, corporation, limited liability company, entity, combination of entities or authorized representative thereof, which proposes to construct an MC&FP Improvement and applies to the County for an MC&FP Reimbursement Agreement.
- 1.3. "Assessment District Screening Committee" means that certain committee, also known as the Bond Screening Committee, whose membership is comprised of key staff from the Department of Transportation, Assessor, Treasurer, Auditor and County Counsel offices.
- 1.4. "Bid Documents" means Plans, specifications, and proposal documents prepared by or under the supervision of the Design Engineer conforming with policies, rules, regulations and laws applicable to the County, suitable for the solicitation and submittal of bids by contractors for construction of the MC&FP Reimbursement Project.
- 1.5. "Board" means the Board of Supervisors of the County of El Dorado.
- 1.6. "Completed Facilities" means those certain facilities which are determined to be complete by the Department of Transportation, ready for acceptance by the Board of Supervisors, and eligible as a MC&FP Reimbursement Project.
- 1.7. "Contractor" means a contractor who possesses the appropriate California contractor license(s) for the work required to be performed in the MC&FP Reimbursement Project.
- 1.8. "County Engineer" means the County Engineer, County of El Dorado.
- 1.9. "Date of Acceptance" means that certain date that the Board of Supervisors accepts the Developer-Constructed Facility.
- 1.10. "Design Engineer" or "Engineer of Work" means a licensed California Civil Engineer who has been retained by the Developer for the purpose of designing and/or supervising construction of the facilities.
- 1.11. "Developer" means an individual, group, corporation, partnership, etc., that has met all applicable requirements in these Guidelines and has been approved by the County to construct a MC&FP Reimbursement Project and has entered into an MC&FP Reimbursement Agreement.
- 1.12. "Developer-Constructed Facility" means an MC&FP Improvement that is constructed by an Applicant.

- 1.13. "Director" means the Director of the County Department of Transportation.
- 1.14. "DOT" means the El Dorado County Department of Transportation.
- 1.15. "Engineer's Estimate" means a cost estimate prepared by the Design Engineer and approved by County Engineer.
- 1.16. "Facility" or "Project" if used by itself means the MC&FP Reimbursement Project. A facility will be eligible for reimbursement at the time it is complete, available for public benefit, and accepted by the County.
- 1.17. "Frontage Improvements" has the same meaning as defined in El Dorado County Code of Ordinances section 12.09.030.
- 1.18. "Guidelines" means these Missouri Flat Area Master Circulation and Funding Plan Reimbursement Guidelines.
- 1.19. "Land Acquisition/Dedication Costs" means those costs associated with acquisitions or dedications of real property upon which public roadway facilities are situated, and which property is either owned by the Developer, or is located with the boundaries of the county approved project (see also Off-Site Easement Costs).
- 1.20. "MC&FP" means that certain planning and policy document titled Missouri Flat Area Master Circulation and Funding Plan adopted by the Board on December 15, 1998.
- 1.21. "MC&FP Account(s)" means those certain accounts within the County's Treasury in which the County annually deposits the MC&FP Tax Increment, or any successor or similar account(s) that the County deposits revenue to be used for MC&FP Improvements.
- 1.22. "MC&FP EIR" means the Missouri Flat Master Circulation and Funding Plan in the Missouri Flat Area MC&FP and Sundance Plaza and El Dorado Villages Shopping Center Project Environmental Impact Report, as certified by the Board on December 15, 1998.
- 1.23. "MC&FP Improvement" means all of those certain roadway improvements proposed to be constructed pursuant to the MC&FP and identified as Phase I improvements in the MC&FP EIR, and all those certain roadway improvements proposed to be constructed pursuant to the MC&FP and identified as either Phase I or Phase II improvements in the MC&FP Financing Plan Phase II CEQA Addendum, adopted by the Board on June 23, 2020 (Item #50, Legistar #20-0530).
- 1.24. "MC&FP Reimbursement Agreement" means an agreement between the County and a Developer, allowing the County to acquire certain public facilities from the Developer and to reimburse the Developer for the costs thereof from the MC&FP Account.
- 1.25. "MC&FP Reimbursement Project" means a Developer-Constructed MC&FP Improvement that has been determined to be eligible for reimbursement from the MC&FP Account under these Guidelines and in the applicable MC&FP Reimbursement Agreement.

- 1.26. "MC&FP Tax Increment" is an amount of Total Tax Increment that the County annually transfers to the MC&FP Account and that the County has designated for MC&FP purposes, as described in El Dorado County Ordinance No. 4785.
- 1.27. "Off-Site Easement Costs" means those costs associated with dedications of real property upon which public roadway facilities are situated, and which property is located outside the boundaries of the county approved project, is required by the County to complete the roadway facilities, and is acquired at the Developer's expense.
- 1.28. "Plans" means the final construction drawings prepared by the Design Engineer or its consultants and approved by the County for construction of the Project.
- 1.29. "Proposal" means non-publicly advertised private request for proposals to perform public facility work or services that complies with public contract law regulating fraud and non-collusion.
- 1.30. "Purchase Price" means the amount to be paid by the County for the Facilities in accordance with the provisions of the MC&FP Reimbursement Agreement.
- 1.31. "Specifications" means the documents prepared by the Design Engineer or its consultants that describe in detail for construction contract purposes the material and workmanship required to complete the project. This includes, but is not limited to, the most recent Caltrans Standard Plans and Specifications, the California Building Standards Code, applicable DOT Standard Plans, and any contract Special Provisions prepared by the Design Engineer that describe in detail for contract purposes, the materials and workmanship required to be performed on the Project.

2. PURPOSE OF MC&FP REIMBURSEMENT GUIDELINES

The purpose of these Guidelines is to describe the process of administration, construction, acceptance, and reimbursement for MC&FP Reimbursable Projects from the MC&FP Account. The MC&FP set out a funding plan for the financing of MC&FP Improvements. The MC&FP also recognized that if a Developer constructs MC&FP Improvements that were proposed to be financed by the MC&FP, the County may reimburse the Developer for those Developer-Constructed Facilities out of the MC&FP Tax Increment.

The County recognizes that special circumstances may require deviation and/or modification of these Guidelines to satisfactorily complete projects in compliance with applicable Federal, State, and Local law, previous Agreements, environmental concerns, or other criteria that are equally important and consistent with sound public policy and prudent engineering judgement. Recognizing that the MC&FP contemplates the use of numerous funding sources, nothing contained herein shall preclude the Board of Supervisors from authorizing reimbursement of a Developer-Constructed Facility from sources other than the MC&FP Account, subject to execution of an Agreement memorializing the terms of such reimbursement. The affected County Agency/Department(s) may suggest and the Assessment District Screening Committee may approve any deviation and/or modification to these Guidelines.

It is understood that any applicable agreement between the Developer and the County takes precedence over these Guidelines included herein in any area of conflict.

The responsibility within the County for MC&FP Reimbursable Projects is assigned as follows:

1. Project Reimbursement Eligibility: DOT
2. Plan review and approval: DOT
3. Construction Inspection: DOT
4. Engineering Review of Reimbursement Request: DOT
5. Financial Review of Reimbursement Request: DOT/County Counsel
6. Reimbursement: Auditor-Controller

3. REIMBURSEMENT APPLICATION AND ELIGIBILITY

A Developer that is proposing or required to construct an MC&FP Improvement may submit a request to the Director to enter into an MC&FP Reimbursement Agreement. The Developer must include in that request the Project Description and Engineer's Estimate. The Applicant must submit a request to enter into an agreement before the start of construction of the improvements in order to ensure the County can review any bid documents for compliance with the requirements of the Public Contract Code and Labor Code, unless expressly authorized otherwise by the Director or if the County has recognized the eligibility of the improvements in a condition of approval or in a prior agreement with the Applicant.

The Director will respond to that request in writing by either approving, denying, or asking for clarification on the request. The Director will include in that response an explanation for the decision. The Director has sole discretion to determine whether the improvements are eligible for reimbursement from the MC&FP Account(s).

If the Director determines that the Applicant is eligible, the Director or designee will prepare the Reimbursement Agreement in accordance with these Guidelines, subject to the final review and approval of the Board of Supervisors.

Except as otherwise provided in the Reimbursement Agreement, reimbursement shall be only from available funds of the MC&FP Account(s) as specified in the Reimbursement Agreement. The ability of the County to fully reimburse eligible costs is dependent upon the amount of uncommitted funds available in the MC&FP Account(s). The Director will determine the allocation of uncommitted available funds which may be reserved for future, or higher priority projects.

4. TOTAL ELIGIBLE COST FOR REIMBURSEMENT

The total eligible cost for reimbursement shall equal the actual cost of the Developer-Constructed Facilities, up to the amount identified for the same capital improvement in the most recent adopted version of the County's Capital Improvement Program (CIP) Book. Costs may include construction and non-construction costs as described in Section 6 below.

5. REIMBURSEMENT AGREEMENT

In order to obtain reimbursement for the construction of an MC&FP Improvement from the MC&FP Account(s), the Applicant must execute a MC&FP Reimbursement Agreement (Agreement) with the County. The Agreement must include provisions that address the following topics:

- **Preparation and Approval:** The Director or designee shall prepare the Agreement. The Applicant and Board of Supervisors must each approve the Agreement for the Agreement to take effect.
- **Facility Description:** A provision describing the Developer-Constructed Facility, including location, size, and any other characteristics needed to identify the Facility.
- **Estimated Facility Cost:** The Agreement shall include the estimated eligible cost as supported by documentation provided by the Applicant including, for example, construction unit costs and quantities, and lump sum estimates for design, engineering, and other soft costs. If land was purchased well in advance of construction, land costs shall be based on a current appraisal conducted by an appraiser with a current California license that is applicable to the type of land being appraised. The Director has sole discretion whether to accept submitted documentation.
 - The Agreement shall also include a provision that the total eligible cost for the Developer-Constructed Facility cannot exceed the total eligible cost as defined in Section 4 above. Before any reimbursement can occur, the Applicant shall support any actual cost with documentation provided by the Applicant including, for example, land acquisition contracts, construction contracts, invoices, and payment records as described in Section 6 below.
- **Acceptance of Facility:** A provision stating the estimated schedule for acceptance of the Developer-Constructed Facility and any conditions associated with acceptance.
- **Reimbursements:** The Agreement shall indicate how payments are calculated, funded, and scheduled. Options include:
 - **Calculation of Payments:**
 - **Fixed Percentage Payment:** Reimbursement payments are based on a fixed percentage of annual Tax Increment Revenues for the MC&FP Account(s) funding

the reimbursement. This approach can protect the County from over-commitment to reimbursement payments during years of low tax revenue.

- **Fixed Amount Payment:** Reimbursement payments are based on an annual fixed amount. This approach may be appropriate if the payments are small relative to anticipated tax revenues net of committed funding for capital improvements and outstanding reimbursements due on other Agreements.
- **MC&FP Funding:** Except as otherwise provided in the Reimbursement Agreement, the County shall make reimbursement payments only from the MC&FP Account that otherwise would be available to fund the MC&FP Improvement. The Agreement should state:
 - From which MC&FP Account(s) reimbursement payments shall be made.
 - That unless otherwise authorized by the Board of Supervisors, the County's General Fund is not liable for payment of any obligations from the MC&FP Accounts arising from the Agreement.
 - That the credit or taxing power of the County is not pledged for any obligations arising from the Agreement.
 - That the Applicant shall not compel the exercise of the County taxing power or the forfeiture of any of its property to satisfy obligations arising from the Agreement.
 - That obligations arising from the Agreement are not a debt of the County, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, nor upon any of its income, receipts, or revenues.
- **Timing of Reimbursements:** The County will not make any payments under the reimbursement agreement until the Date of Acceptance of the Facility. Payments on outstanding reimbursement balances must be made no less often than once annually. The number and amount of annual payments shall be outlined in the Agreement. If the County does not have sufficient funds within the MC&FP Account to make the payment in a given year, the County may at its discretion delay the payment in its entirety, or it may make a partial payment and carry the shortfall over to be included in the next scheduled payment. If, at the time final payment is due, the then-available balance in the MC&FP Account is not adequate to fully fund such final payment, then the County's obligation shall continue quarterly thereafter as funds are available in the MC&FP Account until such final payment is received in full.
- **Agreement Preparation and Administrative Costs:** The agreement may include provisions for the County to recoup preparation and administrative costs from the Applicant.
- **Termination:** The Agreement shall be terminated when all reimbursement obligations have been satisfied, whichever occurs later.

6. REIMBURSEMENT PROCEDURES

6.1. Pre-Construction Procedures

- 6.1.1.** Design Engineer prepares bidding or competitive proposal documents for the Project. As applicable, the Developer or County obtains necessary right-of-way (ROW) and negotiates all utility relocations/installations. If the total estimated cost is less than the threshold established by Public Contract Code Section 22032(b), then the Developer must comply with the informal procedures set out in the County Procurement Policy (Board Policy C-17.)
- 6.1.2.** Design Engineer prepares and submits plans to DOT for approval. The plans shall indicate a reference to the County facilities which are included and a note indicating the general category of facility eligible for reimbursement. The purpose of the reference to County facilities on the plans is to assist County staff and other responsible parties with an understanding that some or all of the facilities shown on the plans may be eligible for County reimbursement of costs. However, the reference to County facilities indicated on the plans is for general information only and does not constitute approval or disapproval of project eligibility for cost reimbursement. The actual reimbursement eligibility is determined independent of plan notes and plan approval.
- 6.1.3.** Developer pays DOT plan check and inspection fees (normal and special) in accordance with normal subdivision/permit process and the current adopted DOT Fee Schedule.
- 6.1.4.** County Engineer will determine the necessity of construction security, and if required, the amount.
- 6.1.5.** Design Engineer prepares Bidding/Proposal Documents and submits to County Engineer for review and comment as appropriate. The documents must be in conformance with ordinances, law, policies, rules and regulations applicable to the County construction.
- 6.1.6.** County Engineer reviews the Bidding/Proposal Documents for the following requirements:
 - A.** Scope of Work is specifically described and unambiguous and is included within an MC&FP Reimbursement Agreement, and the Project has been designated and approved by the County as an MC&FP Reimbursement Project.
 - B.** Engineer's Estimate is reasonable, bidding procedures are consistent with these Guidelines, and bid forms clearly describe each bid item and are formatted substantially similar to the Engineer's Estimate.
 - C.** Proposal includes but is not limited to the following provisions:
 - i.** A non-collusion affidavit (Public Contract Code § 7106)
 - ii.** Workers' compensation certificate (Labor Code §§ 1860, 1861, and 3700)

- iii. Prevailing wage statement (Labor Code § 1773.2)
 - iv. Payroll records to be accurate and available for inspection (Labor Code § 1776)
 - v. Examination and audit for 4 years following final payment (Gov't Code § 8546.7)
- D. The number of allotted working days specified in the contract documents is reasonable for the proposed work.
- E. Liquidated damage clauses, if any, are consistent with County policy and state law (Government Code § 53069.85; Public Contract Code § 7203).

6.2. Bid Proposal/Procedures

- 6.2.1.** After plans have been approved by DOT and Bidding/Proposal Documents have been approved by County Engineer, Developer may advertise project, or, if the project is under the cost threshold in Public Contract Code Section 22032, the Developer will comply with the County's informal procedures set out in the County Procurement Policy (Board Policy C-17).
- 6.2.2.** All advertisements will be done in compliance with existing law for public works projects, including the Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.).

6.3. Project Award

- 6.3.1.** Developer shall provide County Engineer a summary of all bids/proposals, a copy of the low bid proposal submitted for the project, and the Design Engineer's recommendation for award. Included in the recommendation the Developer shall provide the following information:
- A. That there is no pending dispute over the bidding proposal procedures.
 - B. That all bidders received the same set of Bidding/Proposal Documents and all of the addenda issued.
 - C. That all applicable County approvals for the work have been obtained.
 - D. Any conditions to the bid/proposal.
- 6.3.2.** Developer shall retain the original(s) of all bids/proposals received for a minimum of four years.
- 6.3.3.** Within five working days of receipt of the bid/proposals material in Section 6.3.1, County Engineer shall review the bid summary and a copy of the low bid and concur in the Developer recommendation, or advise the Developer that additional review time will be required.
- 6.3.4.** In the event the low bid/proposal is not recommended, or County Engineer cannot concur with the Developer recommendation, or County Engineer is aware of any irregularities or possible disputes over the bidding procedure, the Developer or

County Engineer shall notify the Director. This notification shall be in writing and shall be submitted to the Director within five days after receipt of the bid material as required by Section 6.3.1. The Director will promptly review the bid documents and procedures in conformity with any and all laws, ordinances, policies, rules and regulations applicable to the County, and advise the Developer within ten days of the County's decision relative to award of the contract.

- 6.3.5.** No individual bids/proposals will be rejected by the Developer without concurrence of County Engineer except for failure to comply with the request for bids/proposals. However, the Developer may at his or her discretion, reject all bids/proposals received for a project.
- 6.3.6.** Before award of contract, Developer shall obtain written concurrence for award from County Engineer.
- 6.3.7.** Design Engineer shall provide the following items within 30 days after the Developer has authorized contractor to proceed:
 - A.** Itemized summary of all bids/proposals received on the project.
 - B.** Signed contracts for the project specifying the award date.
 - C.** Notice to Proceed.
 - D.** A written statement that the contract award amount is within the costs included in the Engineer's Estimate and does not exceed estimated reimbursement funds available from the County. Should the Project bid/proposal exceed the aforementioned estimate or available funds, the Director shall determine if additional funds are justified or if no additional funds shall be reimbursed for the project.

6.4. Construction

- 6.4.1.** Contractor shall coordinate all inspections on the Project in accordance with normal DOT procedures.
- 6.4.2.** Developer shall provide County Engineer with copies of all progress payments to the Contractor.
- 6.4.3.** If the Developer desires to be reimbursed for any change order, the Developer shall obtain DOT approval of work and cost before consideration of the additional cost for reimbursement.
- 6.4.4.** County Engineer shall review any revisions to the plans in accordance with the normal permit procedure.
- 6.4.5.** For the purposes of these Guidelines, the construction shall be considered complete at such time as the Facility is substantially complete and available for public benefit and when the Developer has obtained the following as applicable:
 - A.** Approval by DOT if grading permit is required.

- B. Approval of all facilities shown on the Plans or included in the Projects by the affected utility companies and/or other affected County Departments.
- C. Approval by DOT of all erosion control facilities required by the Plans and/or grading permit.
- D. Approval by the County Surveyor of all documentation.
- E. Approval by DOT of all street facilities, storm drains, street lighting, traffic signals, etc. shown on the plans.
- F. Notice from DOT that the Project is ready for acceptance by the Board of Supervisors as complete.

6.5. Reimbursement

6.5.1. Developer submits a request for reimbursement to County Engineer after the completion of the Project or any portion thereof (as indicated in Section 6.4.5). The request shall follow the format provided in Attachment A, "Example Reimbursement Request Letter", and shall contain, but not be limited to, the following:

- A. Final quantities and final costs on each contract item, certified by the Design Engineer, and the total of all construction costs for the Project accompanied by copies of the general contractor's construction contract and any other supporting documentation necessary to justify reimbursement.
- B. Approved contract change orders with final quantities or final costs.
- C. Itemized breakdown of other reimbursable costs as delineated in the applicable MC&FP Reimbursement Agreement.
- D. Copies of invoices, vouchers, canceled checks, etc. to support all expenditures by the Developer to be reimbursed.
- E. Copies of the recorded Notice of Completion.
- F. Copies of the Final Mechanics Lien Release for the facility.
- G. Documentation that right-of-way has been transferred to the County or, at the discretion of the County, offered to the County by an Irrevocable Offer of Dedication (IOD).
- H. Copies of the recorded transfer of title to the property or copies of the recorded Irrevocable Offer of Dedication (IOD), as appropriate
- I. Submittal of written certification from other agencies or utilities involved in the reimbursement request, that the facilities were inspected and completed according to approved plans and specifications, and that any utilities or agency cost reimbursements are disclosed in the reimbursement requests.
- J. A finalized copy of Official Record Plans which incorporates all approved changes, and a copy of the recorded tract map(s).

B. Upon completion of financial review, County Engineer submits the original Reimbursement Recommendation along with originals of supporting documentation, to the Auditor-Controller.

6.5.7. The Auditor-Controller reviews the submitted reimbursement payment request and upon completion of review, Auditor-Controller issues warrant(s) according to the schedule outlined in the MC&FP Reimbursement Agreement.

6.6. Cost Reimbursement Policies

6.6.1. The authority for general cost reimbursement policies will be set by the Board of Supervisors by approval of these Guidelines. Administration of cost reimbursement policies in Section 6 is assigned to the Director. An applicant may appeal the decision of the Director regarding Section 6 to the Hearing Officer.

6.6.2. Reimbursement Categories

A. Construction Costs: Eligible and ineligible reimbursement categories shall be as follows:

Eligible are costs related to:	Ineligible are costs related to:
Grading	Landscaping
Base Course/Paving	Lighting
Curb & Gutter Sidewalks*	Water, sewer, Gas, Electric
Storm Drains	Telephone & communication utilities
Intersection Facilities	Overhead for the above
Safety and Signage	
<i>*Frontage improvements are only reimbursable when explicitly included in the MC&FP.</i>	

If cost eligibility is disputed, County Engineer shall make a written recommendation to the Director, who shall decide final eligibility.

B. Non-Construction Costs: Eligible and ineligible reimbursement categories for non-physical facilities shall be as follows:

Eligible are costs related to:	Ineligible are costs related to:
Planning	Landscaping
Engineering	Lighting
Permit	Water, Sewer, Gas, Electric
Fees	Telephone & communication utilities
Legal*	Overhead for the above
Management	
Administration	
Interest on Financing	
Off-Site Easements	
<p><i>*Eligible legal fees include reasonable attorney fees incurred in the review of documents or legal advice related to the Developer-Constructed Facilities and related reimbursement; but does not include any fees incurred in any litigation, arbitration, mediation, or other action or proceeding involving the Developer in which El Dorado County is a direct or indirect party.</i></p>	

No reimbursement shall be made for any costs related to ineligible non-construction costs. Reimbursement for eligible non-construction costs shall be limited to a maximum of 20% of eligible construction cost. Payment Methods shall be as outlined in the Reimbursement Agreement.

The Developer shall comply with the following requirements in providing documentation for non-construction costs:

- i. The Developer is not required to provide documentation for costs related to internal project management. The total reimbursement for undocumented internal project management costs is limited to 3% of the total construction cost for Developer.
- ii. The Developer must provide documentation for the remaining 17% non-construction costs. The County will initially accept non-construction cost documentation consisting of an itemized cost summary showing purpose, recipient, and amounts of expenditures, along with a certification by an authorized Developer official, for preliminary review. The Developer shall submit full reimbursement cost documentation before County will make any reimbursement payments non-construction costs that fall within this paragraph.

6.6.3. Disputes on Eligibility: If the Developer disagrees with a determination that a particular item is not eligible as construction costs or non-construction costs, the Developer must submit a written statement to County Engineer that states the category of costs and provides documentation on why that category should be eligible. County Engineer will review that written statement and provide a written recommendation to the Director. The Director will review that recommendation, and provide a written statement of final eligibility. The Director's decision is final and nonappealable.

ATTACHMENT A: EXAMPLE REIMBURSEMENT REQUEST LETTER

"DEVELOPER LETTERHEAD"

County Engineer
El Dorado County Dept of Transportation
2850 Fairlane Court
Placerville, California 95667

ATTENTION:

SUBJECT: MC&FP REIMBURSEMENT PROJECT _____
ROAD IMPROVEMENTS REIMBURSEMENT REQUEST

Dear County Engineer,

As required by the County of El Dorado Missouri Flat Area Master Circulation & Financing Plan (MC&FP) Reimbursement Guidelines and as authorized by the Reimbursement Agreement between ABC Company, LLC and the County of El Dorado, dated _____, 20xx, we are submitting this request for reimbursement of eligible project costs from County MC&FP funds.

The work included under this reimbursement request includes the rough grading, storm drains and sewer, pavement, curbs and sidewalks, and traffic signals. All of the work involved was shown on the drawings, listed in Attachment 1, approved by the County of El Dorado.

The total amount requested for reimbursement for the subject work is: \$ _____
This reimbursement should be taken from County MC&FP funds.

Eligible for Reimbursement

Total Contract Costs=
MC&FP Eligible Costs =
Developer Funded Costs =
Reimbursements from other Sources (itemize) =

A further breakdown of original contract amounts, change orders, and eligible construction and non-construction reimbursement costs are provided on Attachment 2. Detailed cost breakdowns, actual installed quantities and engineering back-up, as well as other required items, are provided as described in the Attachments.

ABC Company, LLC certifies to County Engineer and the County of El Dorado, with reference to the subject work of this reimbursement request, that all County construction requirements for public works have been complied with as set forth in the MC&FP Reimbursement Guidelines.

To the best of ABC Company, LLC's knowledge, no Mechanics Liens exist against the property that the work was performed on and whose title will be (or has) transferred to the County of El

Dorado. A Title Insurance Policy is attached in the amount of _____ for the property involved, herein.

ABC Company, LLC warrants to the County of El Dorado that it will repair, at its own expense, any faulty or damaged work originally performed as part of this project. This warranty expires one year from the Date of Acceptance, _____, 20xx.

Please see attachments for pertinent correspondence.

We hope that we have satisfied all of the requirements for receiving reimbursement for our costs associated with this work. We anticipate hearing from you no later than 90 days after you receive this package.

Please contact _____ at _____ if you have any questions.

Sincerely yours,

ABC Company, LLC