

**REIMBURSEMENT AGREEMENT FOR INTELLIGENT TRANSPORTATION
SYSTEM IMPROVEMENTS UNDER THE TRAFFIC IMPACT FEE PROGRAM
AGMT# 25-55109**

THIS REIMBURSEMENT AGREEMENT is made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter "County"), **LLL & A, LLC**, a California Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 1488 Broadway, Placerville, California 95667 (hereinafter "Developer"), and **DOUG VEERKAMP GENERAL ENGINEERING, INC.**, a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 3701 Trade Way, Cameron Park, California 95682 (hereinafter "Contractor"). This Agreement concerns the construction and acquisition of improvements necessary for the development of the Crossings Planned Development, PD97-0011, Project programmed as Intelligent Transportation System ("ITS") improvements under the Traffic Impact Fee Program ("TIF Program").

RECITALS

WHEREAS, Developer is the owner of certain real properties under development as part of the Crossings Planned Development, PD97-0011, Project; and

WHEREAS, portions of the Project are scheduled within the County's Capital Improvement Program as Project No. 36106005 "ITS - Intelligent Transportation System Control Center"; and

WHEREAS, the Facilities are reimbursable by funds from the TIF Program, more particularly from the ITS Fund, pursuant to the execution of a reimbursement agreement; and

WHEREAS, Developer has entered into the Offsite Road Improvement Agreement for The Crossings at El Dorado, Missouri Flat Road and Crossings Road, PD97-0011 Between The County And The Developer, Agreement #21-54981, dated August 30, 2022; and

WHEREAS, Developer has prepared and County has approved those certain improvement plans entitled "Road Widening Improvement Plans for The Crossings at El Dorado Missouri Flat and Crossings Road APN:327-130-001, 327-130-002 El Dorado County CIP# 71374," prepared by RSC Engineering, Inc., James H. Vanderpost, P.E., Registered Civil Engineer, and as amended by change orders thereafter; and

WHEREAS, County, Developer, and Contractor desire to enter into an agreement to provide for allowable reimbursement for the Project by the County to Contractor for the Eligible Facility Costs incurred by Developer for the design, construction and funding of the Facilities that are allowable under the TIF Program and the TIF Administrative Manual, all in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, County, Developer, and Contractor do hereby agree as follows:

SECTION 1. DEFINITIONS

All capitalized terms not otherwise defined herein, shall have the meaning assigned thereto in the TIF Administrative Manual. For purposes of this Agreement:

- (1) *Agreement* means this Agreement.
- (2) *Board* means the Board of Supervisors of the County of El Dorado.
- (3) *CIP* means the El Dorado County Capital Improvement Program.
- (4) *Contractor* means Doug Veerkamp General Engineering, Inc.
- (5) *County* means the County of El Dorado.
- (6) *Developer* means L L L & A, LLC.
- (7) *Director* means the Director of Transportation for the County Department of Transportation, or designee.
- (8) *Estimated Eligible Facility Cost* means the estimated cost of the Facilities based on the cost estimate set forth in Exhibit B, attached hereto and incorporated herein by reference.
- (9) *Eligible Facility Costs* means the actual costs for the Facilities that the County determines are eligible for reimbursement consistent with Section 6 below.
- (10) *Facilities* or *Facility* means those public facilities and improvements shown and described in Exhibit B attached hereto, and identified as ITS Improvements.
- (11) *ITS Account(s)* means those certain accounts within the County's TIF Program which are designated to fund ITS Improvements, including but not limited to County special revenue fund # 3670755, or any successor or similar account(s) that the County deposits revenue to be used for TIF Program improvements.
- (12) *ITS* means Intelligent Transportation Systems, consisting of improvements to provide interconnectivity of traffic control systems and hardware.
- (13) *Project* means the Crossings Planned Development, PD97-0011, also known as Sundance Plaza and Crossings at El Dorado, Phase 1, as shown in Exhibit A attached hereto and incorporated herein by this reference.
- (14) *TIF Reimbursement* means the Eligible Facility Costs payable to the Developer, after completion of the provisions in Section 6 below.
- (15) *TIF Administrative Manual* means the County's Traffic Impact Fee (TIF) Administrative Manual as adopted by the Board of Supervisors on March 21, 2023, in Resolution 048-2023, more particularly Section V. "Credits and Reimbursements for Developer-Constructed Facilities".

(16) *TIF Program* means the El Dorado County General Plan Traffic Impact Fee (TIF) Program.

SECTION 2. ELIGIBILITY CRITERIA

Developer shall comply with all requirements set out in the TIF Administrative Manual. This includes that Developer has designed the Facilities done in accordance with the specifications, change orders, and itemized cost estimates approved by County, and Contractor has constructed the Facilities in accordance with all applicable state and local rules, regulations, and ordinances, including, but not limited to, the applicable provisions of the California Public Contract Code, the California Labor Code prevailing wage requirements, County competitive bidding requirements, state licensing regulations, California Air Resource Board diesel vehicle regulations, and County policies. Developer has ensured that all right-of-way activities, inclusive of negotiation and acquisition, have conformed to all federal and state laws, regulations and policies, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Failure to comply with this Section will result in denial of all or a portion of the applicable credits or reimbursement, or in the refunding of credits.

SECTION 3. PERMITS

Developer shall be responsible for obtaining all necessary permits.

SECTION 4. WARRANTY

Developer hereby warrants the Facilities as to materials, design and workmanship, and should any failure of the Facilities or any parts thereof occur within a period of one (1) year after acceptance by the Board as complete, Developer shall promptly cause the needed repairs to be made without any expense or cost to the County. The Board accepted the Facilities as complete on September 10, 2024. The Warranty Period shall expire on September 10, 2025.

County is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after it is given written notice of such failure. In case of emergency, where, in the opinion of the Director, delay may cause serious hazard to the public, the necessary repairs may be made by the County without prior notice to Developer. In all cases of failure within the warranty period where the County has taken action in accordance with this paragraph, Developer shall reimburse County for any and all costs or expenses, direct or indirect, incurred by the County.

The Developer and County entered into Road Improvement Agreement #21-54981 on August 30, 2022, which includes Performance and Laborers & Materialmens Bonds for the work. This Warranty provision is not intended to be interpreted as a requirement for additional bonding beyond what is provided for under the existing Road Improvement Agreement.

SECTION 5. ELIGIBLE FACILITY COSTS

The total costs eligible for a reimbursement shall equal the actual cost of the Facilities. Eligible Facility Costs shall be determined consistent with the TIF Administrative Manual, and can include construction costs and non-construction costs.

SECTION 6. REVIEW OF ELIGIBLE COST FOR REIMBURSEMENT

The Developer shall provide to County documentation that is acceptable to the County Engineer demonstrating the actual Eligible Facility Costs of the Facilities. The County will review that documentation and reach a decision on the final determination of the actual Eligible Facility Costs of the Facilities consistent with the TIF Administrative Manual.

Documentation of the actual Eligible Facility Costs of the Facilities must be submitted to the County and deemed complete no later than twenty-four (24) months after execution of this agreement or completion of the warranty period on the subject improvements, whichever is later. Any documentation submitted after this date will not be eligible for reimbursement under the terms of this agreement.

SECTION 7. TIF REIMBURSEMENT

County agrees to reimburse Developer for actual costs incurred related to the Project pursuant to the TIF Administrative Manual. After completion of the County reviewing and determining Eligible Facility Cost, Developer shall be eligible for reimbursement by the County from the ITS Account(s).

The Estimated Eligible Facility Costs have been calculated and agreed to by the parties and is shown in the list attached hereto as Exhibit B. The estimated total Eligible Facility Costs are **One Hundred Eighty-Four Thousand Nine Hundred Eighty-Three Dollars and Eighty Cents (\$184,983.80)**. The parties agree that this is an estimate only, and reimbursement shall be based on the actual Eligible Facility Cost determined in accordance with Section 6 above. Notwithstanding Article V.D.3, and V.E.5.1.d, or any other provision of the TIF Administrative Manual, Eligible Facility Costs may include for purposes of this Agreement invoices submitted by Contractor for payment by Developer that otherwise meet all other requirements in the TIF Administrative Manual for eligibility, even if Developer has not paid those invoices.

Eligible Facility Costs shall be reimbursed only from the ITS Account(s) of the 2004 General Plan TIF Program or its successor, where cash payments shall be made without interest. The ability of County to fully reimburse the Cash Reimbursement is dependent upon the amount of funds available in the ITS Account(s), after sufficient funds for prior set-asides and priority reimbursement commitments documented in agreements approved by the County Board of Supervisors prior to this Agreement are reserved (hereinafter referred to as "Uncommitted ITS/TIF").

Developer acknowledges and agrees that the sole source of funds that Developer shall look to for the reimbursement shall be the Uncommitted ITS/TIF and that the County shall not be obligated to fund the reimbursement from any other funds or revenues, including but not limited to, the County General Fund. Developer further acknowledges that it is aware of pending actions challenging the County's TIF Program (Austin v. El Dorado County, Sheetz v. El Dorado County, and Lunsman v. El Dorado County) and that the outcome of those actions could adversely affect the County's ability to reimburse the Developer from the Uncommitted ITS/TIF. If in any given year there are insufficient funds in the Uncommitted ITS/TIF to make payment, any unpaid residual shall bear interest at the Treasurer's pooled rate of funds, computed annually from the due date of the next regularly scheduled payment to a maximum of ten (10) years.

Notwithstanding any provision in this Agreement to the contrary, County shall not be precluded from modifying its 2004 General Plan TIF Program by removing or adding fee

categories, including, but not limited to, Age-Restricted Single-Family and Multi-Family categories, and/or to increase or decrease the amount of the TIF as deemed necessary by the County to reflect, for example, a decrease in the need for and/or cost of construction of traffic and traffic related improvements. The foregoing shall not be construed as obligating the County to modify, decrease, or adjust the amounts of its fee programs. In the event that the cash reimbursements generated from the ITS Account(s) are insufficient to fully fund the reimbursement as a result of the aforesaid modifications, inclusive of cash insufficiencies resulting from developers taking credits against TIF, or its successor, in lieu of repayment triggered by cash insufficiency caused by said modifications, such insufficiencies shall not be deemed an event of default by the County hereunder and shall not entitle Developer to accelerate any payment or payments or to pursue any other remedies under this Agreement or as allowed by law. Notwithstanding the foregoing, which is intended to provide the County the flexibility to properly manage its TIF Program, the County agrees that the reimbursement provided herein is a priority reimbursement commitment and care will be taken to avoid any subsequent action or agreement which may jeopardize the County's ability to perform in accordance with this Agreement.

The TIF Reimbursement obligation arising from this Agreement is not a debt of the County, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the ITS Account(s).

SECTION 8. ASSIGNMENT OF REIMBURSEMENTS

Developer hereby assigns any TIF Reimbursements granted to Developer to Contractor. The County shall make all payments under this Agreement via joint check to Developer and Contractor as joint payees. The County shall not make any payment of reimbursements due under this agreement directly to Developer, and no further assignment shall be made without the consent of all parties to the agreement.

SECTION 9. VENUE

This Agreement has been executed in California and shall be governed by and construed in accordance with the laws of the State of California.

SECTION 10. WAIVER

Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of such matters in the future or any other covenant, condition, or promise hereunder. Any waiver, to be effective, shall be expressed and in writing and shall be delivered to the other parties.

SECTION 11. CONSTRUCTION

This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. Each party hereto acknowledges and agrees that each has had independent counsel and review and participated in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

SECTION 12. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

SECTION 13. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County Of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn: Rafael Martinez
Director of Transportation

With a Copy to:

County Of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, CA 95667
Attn: Becky Morton
Agency Chief Fiscal Officer

or to such other location as County directs in writing.

Notices to Developer shall be addressed as follows:

LLL & A, LLC
1488 Broadway
Placerville, CA 95667
Attn.: Leonard Grado

or to such other location as Developer directs in writing.

Notices to Contractor shall be addressed as follows:

Doug Veerkamp General Engineering, Inc.
3701 Trade Way,
Cameron Park, CA 95682

or to such other location as Contractor directs in writing.

SECTION 14. CONTRACT ADMINISTRATOR

The County officer or employee with responsibility for administering this Agreement is Becky Morton, Agency Chief Fiscal Officer, Chief Administrative Office, Community Development Finance & Administration Division, or successor.

SECTION 15. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the heirs, assigns, and successors-in-interest of the parties hereto. Neither the Developer nor Contractor may assign its rights or obligations hereunder, except to owners of Project.

SECTION 16. INDEMNIFICATION

To the fullest extent permitted by law, Developer and Contractor shall defend at its own expense, indemnify, and hold harmless County and its elected representatives, officers, employees, agents, consultants, and volunteers (the "Indemnitees"), from and against all liabilities, actions, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively, "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the Facilities, except to the extent the Liabilities arise from the sole, active negligence, or willful misconduct of County and/or the Indemnitees, or as expressly prescribed by statute. The duty of Developer and Contractor to indemnify and hold County harmless includes the duties to defend set forth in Civil Code section 2778. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by County, or if there is an applicable warranty, following the end of any applicable warranty period, neither the Developer nor Contractor shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. The parties intend that this provision shall be broadly construed.

SECTION 17. THIRD PARTY LIABILITY

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

SECTION 18. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

SECTION 19. SEVERABILITY

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

SECTION 21. ENTIRE AGREEMENT

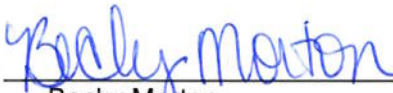
This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 8/26/25

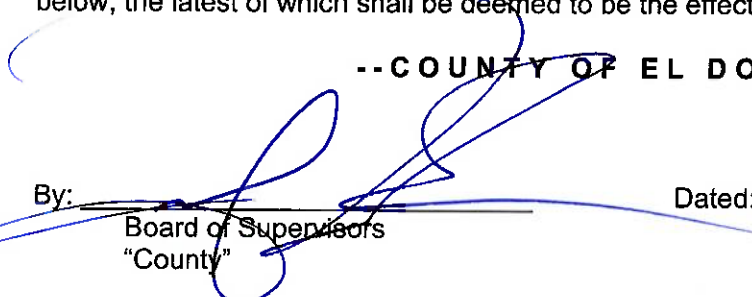
Requesting Contract Administrator Concurrence:

By: 
Becky Morton
Agency Chief Fiscal Officer
Chief Administrative Office,
Community Development Finance
& Administration Division

Dated: 8/27/25

IN WITNESS WHEREOF, the parties hereto 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: 
Board of Supervisors
"County"

Dated: 9/16/2025

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kaylee Runkle
Deputy Clerk

Dated: 9/16/2025

--LLL & A, LLC--
a California Limited Liability Company

By: 
Leonard Grado
Managing Member
"Developer"

Dated: 8-19-25

--DOUG VEERKAMP GENERAL ENGINEERING, INC.--
a California Corporation

By: Douglas B. Veerkamp
Douglas B. Veerkamp
President
"Contractor"

Dated: 8-19-2025

By: Lori A. Veerkamp
Lori A. Veerkamp
Corporate Secretary
"Contractor"

Dated: 8-19-25

Notary Acknowledgements Attached

DEVELOPER

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 EL Dorado

On August 19th, 2025 before me, Kristin Angela Laffin - Notary Public
(here insert name and title of the officer)

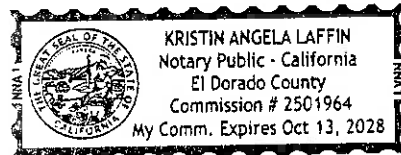
personally appeared Leonard Grado

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 K. Laffin



(Seal)

CONTRACTOR

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 El Dorado

On August 14th, 2025 before me, Kristin Angela Laffin - Notary Public
(here insert name and title of the officer)

personally appeared Douglas B. Veerkamp

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 K. Laffin



(Seal)

CONTRACTOR

ACKNOWLEDGMENT

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State of California

County of EL Dorado

On August 14th, 2025 before me, Kristin Angela Laffin - Notary Public
(here insert name and title of the officer)

personally appeared Lori A. Veerkamp

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 K. Laffin



(Seal)

EXHIBIT A

PROJECT LOCATION MAP

(LLL & A, LLC)
(Crossings Planned Development Project)

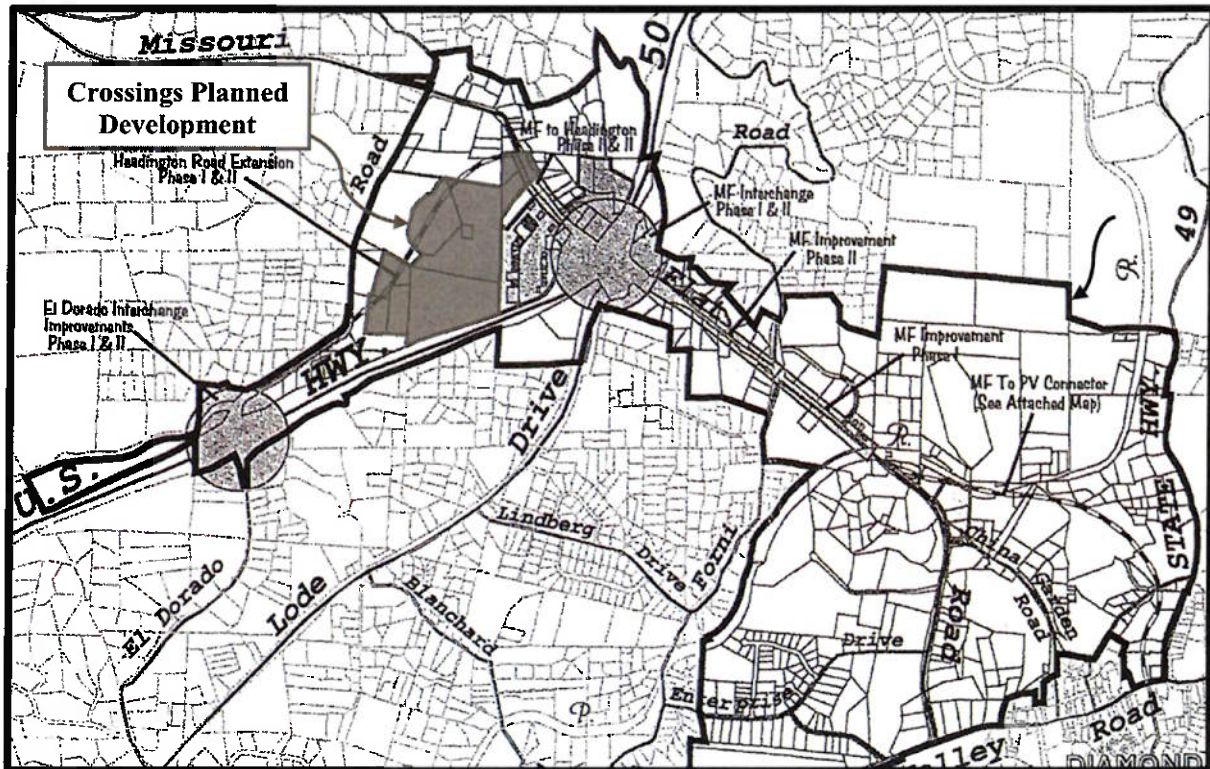


EXHIBIT B

ESTIMATED ELIGIBLE FACILITY COSTS TIF PROGRAM

(LLL & A, LLC)
(Crossings Planned Development Project)

This Exhibit provides a detailed cost estimate of the Facilities subject to the TIF that are the subject of this Agreement.

Change Order C – Upgrade Existing Cabinet and Conduit

280 LF of SDR9 2"C Orange, 325 LF of Fiber, Cabinet Updates	\$43,590.80
Total Estimated Change Order C Costs	\$43,590.80

Change Order K - Fiber Maintenance

700 LF of (2)SDR9 2"C Orange Conduit, Boxes at New Locations	\$115,372.40
Traffic Control & AC Patching	\$ 8,100.60
Total Estimated Change Order K Costs	\$123,473.00

Change Order L - AC Trench Patch

6" AC Trench Patch (173'x4')	\$6,920.00
Total Estimated Change Order L Costs	\$6,920.00

Change Order N - Fiber Termination Box

Replace Existing No. 5 Box with New 36" Box	\$11,000.00
Total Estimated Change Order N Costs	\$11,000.00

TOTAL ESTIMATED ELIGIBLE FACILITY COSTS	<u>\$184,983.80</u>
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