

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 1/16/25

Item description/summary:

Consider Accepting **Village 5** Park Improvements for Kule Loklo Park via Cresleigh Homes Incorporation.

Olivehurst Public Utility District (OPUD) is in the final stages of village 5 improvements of Kule Loklo Park which includes small childrens playground (0-5 years), big kids playground (6-12), shade structure, benches, large grass land area, trees and landscaping, and walkways. Due to community demand of the park, Cresleigh has opened up the park prior to OPUD taking over the facility and are deemed still as the owner until transferred of approved Grant Deed.

Fiscal Analysis:

n/a

Employee Feedback

n/a

Sample Motion:

Accept Village 5 – Kule Park Improvements and give authorization to John Tillotson (General Manager) for accepting Grant Deed once OPUD receives from Cresleigh, given Legal review and approval of Grant Deed documents language.

Prepared by: Swarnjit Boyal, Public Work Engineer

ATTACHMENT A – Park Development Agreement

PARK DEVELOPMENT AGREEMENT

(Plumas Ranch - Village 5)

THIS AGREEMENT is made and entered into this 21st day of March, 2009, by and between the OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. ("OPUD"); and CRESLEIGH HOMES CORPORATION, a California corporation ("Developer"), with respect to the following:

RECITALS

A. Developer owns certain real property, commonly referred to as Plumas Ranch, consisting of the residential lots and three (3) neighborhood park sites shown on the map attached as **Exhibit A** ("Overall Property"). The Overall Property is part of the specific plan development approved by the County of Yuba ("County") and known as the Plumas Lake Specific Plan (PLSP), in Yuba County, California.

B. Final Subdivision Maps for the development of the Overall Property have and are being recorded for four of the distinct phases or villages (each, a "Village"), which are shown on **Exhibit A**. Developer has the obligation to develop parks in conjunction with the Villages, pursuant to park development agreements between Developer and OPUD. Development of a park serving Villages 1 and 2 has begun under a Park Development Agreement effective as of November 20, 2008. The subject of this Agreement is the development of the park site located within Village 5 (the "Park Site"), as shown on Exhibit A.

C. The County, as a condition to its approval of the Plumas Lake Specific Plan, requires, under Section 11.15.661 et. seq. of its land development ordinance, that Developer dedicate lands for park and recreational purposes or pay a fee in lieu thereof that will be used for parkland acquisition. Construction of the park is funded by Park Development Fees collected by the County at the time of building permit. The parkland acquisition fees are sometimes referred to as "Quimby Fees," and the park development fees are referred to as "Park Development Fees."

D. Under the PLSP and the County's conditions of development, Developer is required to enter into a park development agreement with OPUD, as owner and operator of the parks in the Park Master Plan Area to insure that the parks are dedicated and constructed to the satisfaction of OPUD. The Park Development Fee paid to the County must be sufficient to fund Developer's fair share of the park improvements within the Plumas Lake Specific Plan and the North Arboga Study area, two specific planned areas that the County has combined for development purposes ("PLSP/NASA" or "the Plan Area"). If Developer constructs the park improvements, Developer may be entitled to claim refunds and reimbursement from OPUD of Park Development Fees paid by Developer and others obligated to fund said improvements. Implementation of these refunds and reimbursements, if applicable, are to be governed by the terms and conditions of this Agreement between Developer and OPUD.

E. OPUD and Developer are entering into this Agreement to set out the terms and conditions whereby Developer will construct the improvements within the Park Site, and

whereby OPUD will accept title to the Park Site and the improvements described herein, and the terms for making refunds of Developer's Park Development Fees and, if appropriate, reimbursement from fees collected from other developers for the park improvements, as required.

NOW THEREFORE, in consideration for the mutual promises, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Dedication, Acceptance and Conveyance.

(a) With the recordation of the final subdivision map for Village 5, Developer has irrevocably offered for dedication to OPUD the Village 5 Park Site. OPUD will accept said offer of dedication upon construction of the improvements described hereafter.

(b) Upon completion of the Final Improvements to the Park Site (as defined below), Developer shall convey and OPUD shall accept fee title to the Village 5 Park Site for use as a public neighborhood park. The grant deed for conveyance will be in substantially the form attached hereto as **Exhibit B-1**. Title to the Park Site must be free and clear of any wells, storage tanks, vernal pools, wetlands, or endangered species habitat. The Park Site shall also be free and clear of any and all liens, easements and encumbrances, except those easements required as conditions of approval for the Property, and such other exceptions, if any, approved in writing by OPUD. Upon completion of the Final Improvements for the Park Site and recordation of the deed to OPUD, Developer shall provide to OPUD a policy of title insurance equal to the value of the property with improvements, which value shall be mutually agreed upon by the Developer and OPUD staff, and showing title subject only to such permitted exceptions. Any accrued and unpaid real property taxes, special taxes, or assessments for the Park Site shall be paid by Developer through the date the deed for the Park Site is accepted by OPUD and recorded.

The acreage of the Park Site offered for dedication shall be credited against Developer's "**Parkland Dedication**" obligations for the Overall Property pursuant to the requirements of OPUD and County, including County Ordinance Code section 11.15.661. The District agrees that, with Developer's dedication of the Park Site hereunder, and subject to compliance with all terms hereof, Developer will have, to date, fulfilled its Parkland Dedication for Villages 1, 2, 5, and 6. Developer is still deficient in parkland dedication for the Overall Property and is obligated to enter into a Park Development Agreement with OPUD to comply with Developer's park dedication and development obligation for Villages 3 and 4. Upon request of Developer, OPUD shall provide written confirmation to the County that Developer has fulfilled its park land dedication requirements for Villages 5 and 6 and that no additional park land dedication, or in-lieu Quimby Fees, are required in connection with development of the Villages 5 and 6 under County's park land dedication ordinance.

(c) OPUD shall accept the Park Site for ownership and authorize recordation of the deed for the Park Site when the initial and final improvements described in Section 2 are complete for the Park Site. Notwithstanding the foregoing, OPUD shall not be obligated to accept the Park Site prior to such completion. Acceptance shall require authorization by the Board of Directors of OPUD and no use or occupancy of the park prior to such authorization shall constitute acceptance.

2. Construction of Improvements.

(a) Initial Improvements. Developer is responsible for completing, at Developer's costs and without refund or reimbursement therefor, all of the design, engineering, and construction of the "**Initial Improvements**" for the Park Site. The Initial Improvements for the Village 5 Park Site are more particularly described in **Exhibit "C."**

(b) Final Improvements. Developer shall be responsible for financing and completing, with entitlement to refunds and reimbursement as set forth hereafter, all of the design, engineering and construction of the "**Final Improvements**" for the Park Site. The Final Improvements for the Village 5 Park Site are more particularly set forth in **Exhibit "D"**. Construction of the Village 5 Final Improvements shall commence no later than the date upon which building permits for 60% of the lots in Villages 5 and 6 have been pulled, and construction of such improvements shall be completed no later than the date upon which 90% of the planned residences in Villages 5 and 6 have been given final inspection prior to occupancy. The percentages noted above apply to total lots in Villages 5 and 6 combined, not to each Village individually. The improvement plans for the Final Improvements must be presented to OPUD for approval no later than 60 days prior to commencement of construction to insure adequate time for review, modification, and approval prior to construction. In the event Developer fails to initiate and complete construction within the times specified, and such delay is not excused by actions of OPUD as specified in subparagraph (c) below, Developer will not request nor receive further building permits nor inspections for occupancy from OPUD within Villages 5 and 6 until construction progress has been restored.

(c) Deposits. Upon submission of plans for the Final Improvements, Developer shall deposit with OPUD an amount equal to two percent (2%) of the engineer's estimated cost of the proposed Final Improvements, which deposit shall be used to provide for engineering, plan review, and other OPUD expenses related to the review and approval of the design and construction of the Final Improvements. From time to time, Developer will deposit additional amounts to OPUD to cover such costs as reasonably requested by OPUD. Developers shall be entitled to reimbursement from the Neighborhood Park Fee (as that term is defined below) in the amount of such deposit(s) at such time as the Final Improvements are completed.

All Final Improvements shall be subject to the inspection of OPUD's representatives prior to acceptance. Completed "as built" plans shall be delivered to OPUD within 30 days of inspection. Provided the improvement plans are submitted to OPUD 60 days in advance of the construction commencement date specified above, the foregoing times for commencement and completion of the Final Improvements for the Park Site shall be extended for a period equal to any delay by OPUD in approving the improvement plans for the Final Improvements, unless such delay is caused by Developer.

3. Credits, Refunds, and Reimbursements.

(a) Parkland Dedication Credits. Developer acknowledges that it is not entitled to any credits, refunds, or reimbursement for dedication of park land by Developer that might be in excess of the park land dedication computation established by the County under Ordinance 11.15.661, and its successors, and Developer releases and discharges OPUD from and against any and all claims Developer may have in and to any park land dedication credits, refunds, or reimbursements generated by the dedication of parkland within the Overall Property. Nothing in this Section 3(a) shall prohibit Developer from seeking to receive from the County credits against park land dedication requirements for Developer's other Villages for the amount of acreage dedicated in any Village that might be in excess of the County's park land dedication obligations for the Overall Property.

(b) Reimbursement of Park Development Fees. In addition to its obligation to dedicate park land or to pay Quimby Fees, Developer, or anyone pulling a building permit within the Overall Property, is obligated to pay to County a Park Development Fee to secure the costs of the Final Improvements as described in the Park Development Master Plan and the Fee Nexus Study approved by OPUD and adopted by the County, as established and as it may be modified from time to time. Developer acknowledges that the Park Development Fee is based on the costs of Final Improvements only and does not include any costs for the Initial Improvements, as those are an obligation of Developer, and therefor Developer shall not receive any credits, refunds, or reimbursement for costs incurred by Developer in connection with its construction of the Initial Improvements. The Park Development Fee is the sum of four components: a neighborhood park component, a community park component, a community center component, and an administrative component. Only the neighborhood park component is subject to reimbursement hereunder. The neighborhood park component shall be referred to herein as the "Neighborhood Park Fee." Upon Developer's completion of the Final Improvements to the Park Site and acceptance thereof by OPUD, Developer will be entitled to a refund from OPUD of the Neighborhood Park Fees collected by the County from Developer, and held by OPUD, within the Overall Property. After Neighborhood Park Fees paid by Developer are refunded, if Developer's approved expenses for park improvements still exceed the share of costs of Neighborhood Parks within the Plan Area chargeable to Developer, then Developer may receive reimbursement of such additional expenses from Neighborhood Park Fees held by OPUD and received from other developers within the Plan Area, that are held by OPUD, in an amount up to the actual costs incurred by Developer, and approved by OPUD, to design and install the Final Improvements, including construction management thereof (which amount is the "Park Improvement Amount").

(c) Actual Costs Exceed Budgeted Amounts. If, during the course of construction, Developer anticipates that the actual costs of construction of the Final Improvements for the Park Site will exceed the budgeted amounts approved by OPUD therefor, then Developer may request and receive, in the sole discretion of OPUD, additional reimbursement for such cost overruns, but OPUD shall not hereby become obligated to provide such additional reimbursement, it being understood that such amounts may otherwise be needed to insure that all park improvements in the Plan Area are constructed.

(d) Timing and Sources for Reimbursement. Developer shall be entitled to refund and reimbursement in an amount up to the Park Improvement Amount as described above (which shall be referred to as the "**Reimbursement Amount**"). Refunds shall be derived from Park Development Fees paid by Developer to County (that are given to OPUD). Reimbursement shall be from fees received by OPUD from other developers obligated to fund a share of the parks on the Overall Property. OPUD shall maintain, and separately account for the amount of the Neighborhood Park Fees for the Overall Property that are transferred to OPUD by the County. Within thirty (30) days after completion of the Final Improvements on the Park Site (based on a satisfactory final inspection of the Park Site by OPUD and confirmation that only minor punch list items remain to be performed), OPUD shall reimburse Developer from the Neighborhood Park Fees then held by OPUD received from building permits pulled within the Overall Property, up to, but not in excess of the Reimbursement Amount. If amounts so held by OPUD are less than the Reimbursement Amount, OPUD shall continue to reimburse Developer from any additional Neighborhood Park Fees collected within the Overall Property and paid to OPUD, up to, but not in excess of, the then remaining Reimbursement Amount. Such additional reimbursements shall be paid within thirty (30) days of OPUD's receipt of the additional Neighborhood Park Fees collected with respect to the Overall Property. Thereafter, if the amounts of the Neighborhood Park Fees collected from full development of the Overall Property and paid to OPUD are less than the Reimbursement Amount for the Park Site, the remaining Reimbursement Amount shall be paid by OPUD from Neighborhood Park Fees received by OPUD from development within the balance of PLSP/NASA. The payment of any such remaining Reimbursement Amount shall be paid on a first-completed, first-reimbursed basis, without interest, consistent with OPUD's policy for such reimbursements. Notwithstanding the foregoing, OPUD may refuse to make reimbursement from development outside of the Overall Property if it determines that such funds are needed to complete any required park construction within the Plan Area. Nothing in the foregoing shall prevent OPUD from paying the full Reimbursement Amount sooner, after completion of the Final Improvements by Developer. Developer, from time to time, but not more frequently than semi-annually, shall have the right to request, and OPUD shall provide to Developer within thirty (30) days of receipt of any such request, an accounting of the amount of Neighborhood Park Fees that are available to OPUD to provide any such reimbursements to Developer and the status of other park projects within the balance of the PLSP/NASA which may have priority over Developer for any such reimbursements.

OPUD shall use good faith efforts to comply with any requirements of the County to cause the Neighborhood Park Fees paid by development on the Overall Property to be transferred to OPUD for reimbursement for the Final Improvements, or if requested, to be reimbursed directly from County to Developer. Notwithstanding the foregoing, it is agreed that the Neighborhood Park Fees are development fees levied and collected by the County and OPUD does not guaranty nor shall it be obligated to enforce County's obligation to collect, account for, and transfer said fees to OPUD. The right to reimbursement hereunder is from Neighborhood Park Fees received by OPUD and from no other funds. Reimbursement hereunder is not a general obligation of OPUD but shall be payable only from Neighborhood Park Fees received by OPUD that are reimbursable in accordance with this Agreement.

4. Park Site Maintenance. As a warranty on landscaping, commencing with a satisfactory final inspection by OPUD of the Final Improvements on a Park Site (with, in

OPUD's judgment, only minor punch list items remaining to be performed), Developer shall be responsible to maintain all landscaping and plantings for a period of ninety (90) days. Developer may fence the Park Site during such maintenance period and it shall not be opened for public use. OPUD shall accept ownership of the Park Site upon satisfactory completion of the 90-day maintenance period, provided all punch list work is completed, by Board action authorizing acceptance and recordation of the grant deed for the Park Site. Upon acceptance of the grant deed to the completed Park Site, OPUD shall assume responsibility for all maintenance, repair and operation of such improved Park Site, subject however to a one-year warranty for defects in workmanship and materials, which warranty shall be provided by Developer or Developer's contractors upon OPUD's acceptance of the Park Site.

5. Entire Agreement. This Agreement, which includes the exhibits attached hereto and incorporated herein by this reference, contains the entire agreement of the parties with regard to Village 5 and there are no representations, oral or written, except as set forth herein. This Agreement supersedes all prior communications, discussions, disputes or negotiations with regard to Village 5 and the reimbursements to be generated by Developer's construction of the Village 5 Final Improvements.

6. No Joint Venture. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create an agency, partnership, joint venture, trust or other relationship with duties or incidents different from those to parties at an arm's length transaction.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

8. Notices. All notices required or provided for under this Agreement shall be in writing and faxed, delivered in person or sent by certified mail, with postage prepaid, return receipt requested, to the parties at the addresses listed below.

If to OPUD:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attn: General Manager

If to Developer:

Cresleigh Homes Corporation
2024 Opportunity Drive, Suite 150
Roseville, CA 95678
Attn: Deana Ellis

with a copy to:

Cresleigh Homes Corporation
433 California Street, Suite 700
San Francisco, CA 94104
Attn: Tom Wong

9. Governing Law. This Agreement shall be governed by the laws of the State of California.

10. Headings. The headings of this Agreement are for reference purposes only and are not to be considered in construing this Agreement.

11. Severability. If any of the provisions of this Agreement shall be held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining provision, and the remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

12. Counterparts. This Agreement may be signed in counterparts and all counterparts together shall constitute one document. This Agreement may also be signed and delivered via facsimile.

13. Indemnity. Developer shall defend, indemnify, and hold harmless OPUD, its employees and officers, from all claims, demands, damages, and liabilities, including penalties and wages imposed by any agency regulating the work of Developer or its Contractor(s), and attorney's fees and consultant costs incurred in defense thereof, arising from Developer's performance of the terms hereof, or from any willful or negligent act or omission of Developer, or its contractor, including without limitation the construction of any phase of the Park Site, except and to the extent such claim, demand, or damages result from the act or omission of OPUD.

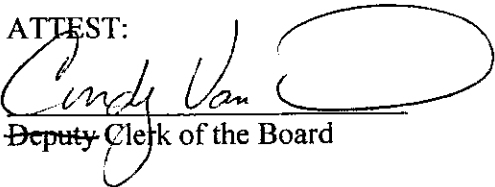
OPUD shall defend, indemnify, and hold harmless Developer, its employees and officers, from all claims, demands, damages and liabilities, including attorney's fees and consultant costs incurred in the defense thereof, arising from OPUD's performance of the terms hereof, or from any willful or negligent act or omission of OPUD, or its employees, including without limitation its operation and maintenance of the Park Site following its acceptance thereof, except and to the extent such claim, demand, or damages result from the act or omission of Developer or its Contractor(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein above written.

OPUD:

OLIVEHURST PUBLIC UTILITY
DISTRICT

ATTEST:


Deputy Clerk of the Board

By: 
President of the Board of Directors

DEVELOPER:

CRESLEIGH HOMES CORPORATION,
a California corporation

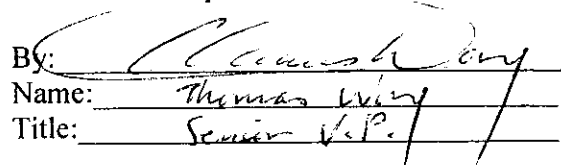
By: 
Name: Thomas W. King
Title: Senior V.P.

EXHIBIT "A"

Map of Overall Property
Including Designation of all Villages, and including Village 5 Park Site

VILLAGE EXHIBIT
for **WOODSIDE AND PLUMAS RANCH**

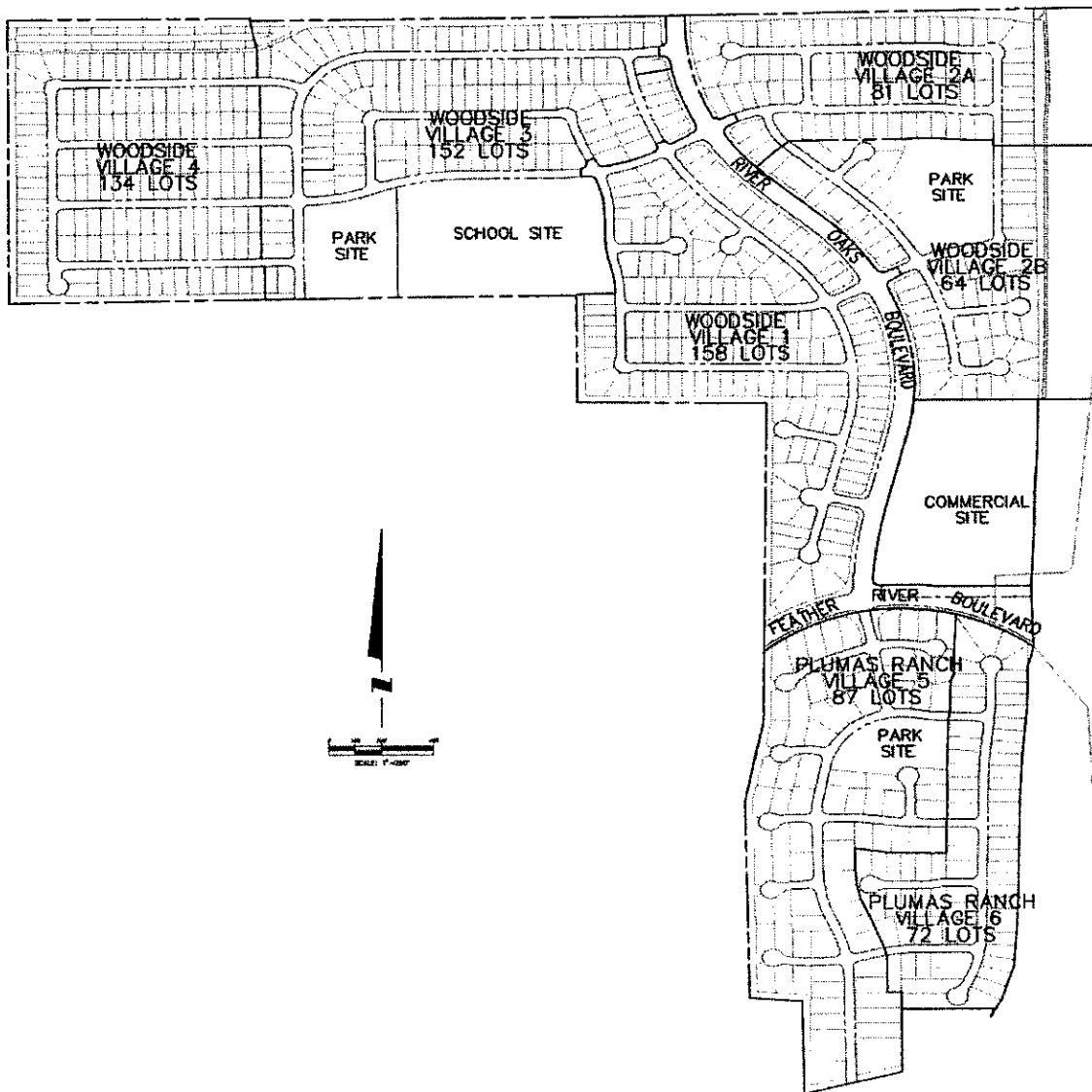


EXHIBIT "B-1"
Parkland Dedication Documents; Grant Deed

FORM OF GRANT DEED FOR PARK SITE

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CRESLEIGH HOMES CORPORATION, a California corporation ("**Grantor**"), hereby GRANTS to OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. ("**Grantee**"), for park purposes, all of its right, title and interest in and to that certain real property, together with all improvements thereon and appurtenances thereto, situated in the County of Yuba, State of California, as particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Park Site**").

The Park Site shall be developed and used for park purposes consistent with Grantee's Master Park Plan, as may be revised by Grantee from time to time. Uses that do not materially interfere with the aboveground use of the Park Site for park purposes (such as installation of underground water mains and utilities) are consistent with and not limited by this Grant.

Executed on _____, at _____, California.

CRESLEIGH HOMES CORPORATION,
a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT "B-2"
Parkland Dedication Documents; Certificate of Acceptance

OLIVEHURST PUBLIC UTILITY DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the Grant Deed from Cresleigh Homes Corporation to the Olivehurst Public Utility District, a political subdivision of the of the State of California, is hereby accepted by order of the Board of Directors of said District on _____, 2009, and said District consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2009

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____
Name: _____
Title: _____

LIST OF GRANT DEED EXHIBITS

Exhibit "A" - Legal Description of Park Site

EXHIBIT "B-3"
Parkland Dedication Documents; Legal Description

Exhibit "A"

Lot 'E' as said Lot is shown on that map entitled "Tract Map No. 99-585 of Plumas Ranch Village 5" filed in the office of the Recorder in Yuba County in Book 82 of Maps, Page 12, situate in the County of Yuba, State of California.

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Murray Smith & Associates
Engineering Inc.

March 25, 2009
03-090

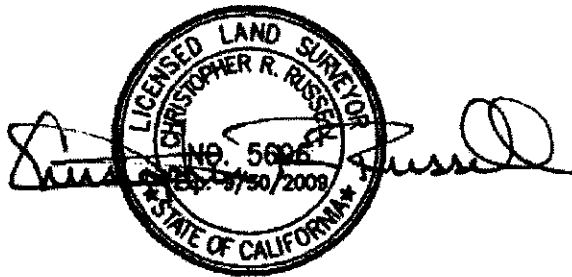


EXHIBIT "C"

Description of Initial Park Improvements for Village 5 Park Site (Parcel E)

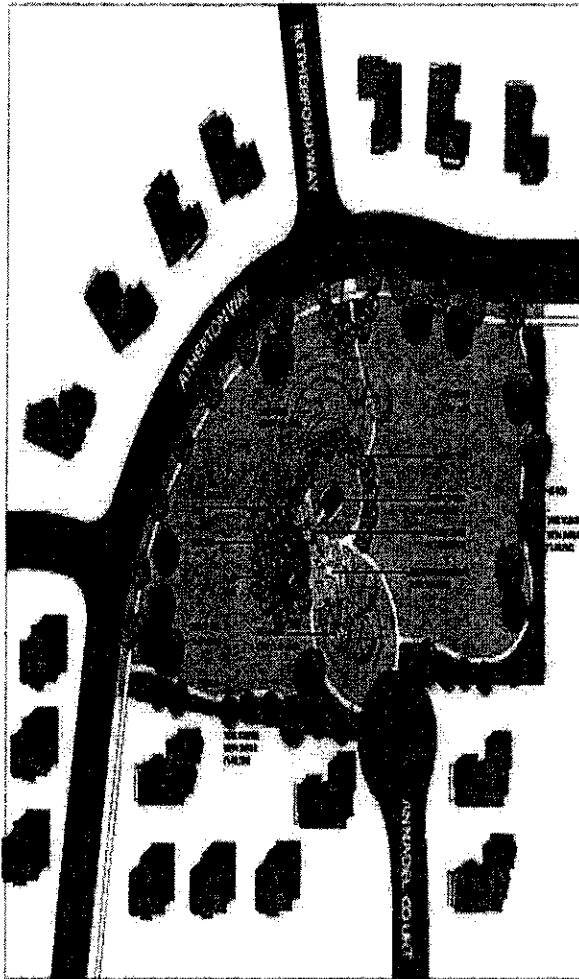
Initial Park Improvements shall include the following:

- (1) All necessary street frontage improvements abutting the dedicated park site, including but not limited to all utilities, vertical curb, gutter and sidewalks.
- (2) Appropriate utility stubs into the park site, including but not limited to water, sewer, electrical and gas at locations and capacities specified by OPUD.
- (3) Rough grading of the park site to an elevation pursuant to a grading plan approved by OPUD.
- (4) Installation of drainage facilities to the boundary of the park site of an adequate size to provide the storm drainage needs of the developed park site.
- (5) Installation of a six foot wood fence along the Park Site where it abuts any residential lot.

EXHIBIT "D-1"
 Description of Final
 Park Improvements for Village 5 Park Site (Parcel E)

PLUMAS RANCH  **VILLAGE 5 PARK**

PARK IMPROVEMENTS



Scale 1:40 N

1 BASIC REQUIREMENTS

- ☑ (1) PLAY AREA FOR CHILDREN, AGE APPROPRIATE
- ☑ (3) BENCHES IN SHADED AREA
- ☑ (2) BENCHES ALONG PERIMETER WALKS
- ☑ (7) BIKE RACK
- ☑ (2) TRASH RECEPTACLES
- ☑ (1) DRINKING FOUNTAIN
- ☑ (1) PARK SIGN WITH ACCENT PLANTING
- ☑ CONCRETE PAVED SOCIAL GATHERING SPACE FOR IMPROVISED USE WITH SEAT WALL
- ☑ MULTI USE TURF AREA
- ☑ PARK PERIMETER PATHWAY

2 INCLUDED FEATURES

- ☑ SIMULATED BOULDER PLAY AREA WITH DECOMPOSED GRANITE PLAY SURFACE
- ☑ SMALL FACIATED OPEN TURF PLAY AREA
- ☑ ARBOR SHADE STRUCTURE (8 PERSON CAPACITY) TUBE STEEL STRUCTURE WITH ENHANCED COLUMNS
- ☑ (2) PICNIC TABLES AND (1) BARBECUE



VIEW TO PLAY AREA



MEANDERING PATHWAYS THROUGH PARK



DETACHED SIDEWALK AT STREET

CONCEPTUAL PLAN

CH 05020
 05-01-20

EXHIBIT "D-2"
Engineer's Estimate of Costs for Final
Park Improvements for Village 5 Park Site (Parcel E)

PLUMAS RANCH VILLAGE 5 - PARK - LOT E
STATEMENT OF PROBABLE COST - 2.16 Ac.
LA JOB# CH 06029
3/20/2009

#	ITEM	QTY.	UNIT	UNIT PRICE	COST
A	UTILITIES AND PERMITS				
A1	Plan Check and Permit	94,316	JOB	NIC	
B	TEMPORARY STRUCTURES				
B1	SITE SECURITY FENCING MOBILIZATION	1	JOB	\$3,800.00	\$3,800.00
C	PAVEMENT WORK				
C1	ROUGH GRADING AND MOUNDING SITE ENGINEERING	2,000	CYD	\$10.00	\$20,000.00
D	FINAL GRADING				
D1	FINISH GRADING	87,500	SF	\$0.06	\$5,250.00
E	EROSION CONTROL				
E1	SITE EROSION CONTROL	94,316	JOB	\$0.06	\$5,187.38
F	AREA DRAINAGE				
F1	DRAIN LINE	250	LF	\$14.00	\$3,500.00
F2	AREA DRAINS	5	JOB	\$900.00	\$4,500.00
G	SURF SURFACING AND CURBING				
G1	MOW STRIP	320	LF	\$12.00	\$3,840.00
H	PLAY AREA FURNISHINGS				
H3	CHILDREN'S AREA PLAY APPARATUS	1	EA	\$80,000.00	\$80,000.00
H3	BOULDER PLAY AREA W/D.G. SURFACE	450	SF	\$20.00	\$9,000.00
H4	CHILDREN'S AREA SURFACING	87	CYD	\$52.00	\$4,524.00
I	IRRIGATION				
I1	FLOW SENSOR	1	EA	\$750.00	\$750.00
I2	WATER METER	1	EA	\$895.00	\$895.00
I3	BACKFLOW DEVICE	1	EA	\$3,500.00	\$3,500.00
I4	MAINLINE	350	LF	\$6.00	\$2,100.00
I5	CONTROLLER *	1	EA	\$15,000.00	\$15,000.00
I6	BOOSTER PUMP *	1	EA	\$12,000.00	\$12,000.00
I7	LATERALS AND SPRINKLERS TURF	79,500	SF	\$0.35	\$27,825.00
I8	LATERALS AND SPRINKLERS SHRUB/GC	8,000	SF	\$0.65	\$5,200.00
J	PLAY AREA FURNISHINGS				
J1	TABLES PICNIC	2	EA	\$1,100.00	\$2,200.00
J2	PEDESTAL MOUNT BBQ	1	EA	\$300.00	\$300.00
J3	BENCH	5	EA	\$500.00	\$2,500.00
J4	BIKE RACK	1	EA	\$400.00	\$400.00
J5	TRASH RECEPTACLES	2	EA	\$600.00	\$1,200.00
J6	DRINKING FOUNTAIN W/ SUMP	1	EA	\$6,000.00	\$6,000.00
K	SOIL PLANTING				
K1	TURF (HYDROSEEDED)	79,500	SF	\$0.10	\$7,950.00
K2	SHRUB AND GROUND COVER	6,000	SF	\$1.00	\$6,000.00
K3	TREES - 15 GAL	84	EA	\$100.00	\$8,400.00
K4	TOP DRESSING 3"	74	CYD	\$36.00	\$2,664.00
L	SOIL PREPARATION				
L1	SOIL PREPARATION TURF AREAS	79,500	SF	\$0.14	\$10,732.50
L2	SOIL PREPARATION SHRUB AREAS	6,000	SF	\$0.14	\$810.00
M	LANDSCAPE MAINTENANCE				
M1	90 DAY MAINTENANCE	94,316	SF	\$0.10	\$9,431.60
N	CONCRETE				
N1	CONCRETE WALKS	6,985	SF	\$5.00	\$34,925.00
N2	PLAY AREA CONTAINMENT CURB	71	LF	\$15.00	\$1,065.00
Q	TEMPORARY STRUCTURES				
Q1	20 X 20 SHADE STRUCTURE	1	JOB	\$20,000.00	\$20,000.00
Q2	PARK SIGN PRE FAB CITY STD.	1	JOB	\$8,500.00	\$8,500.00
R	ELECTRICAL				
R1	ELECTRICAL SERVICE	1	JOB	\$5,500.00	\$5,500.00
	SUBTOTAL				\$335,449.48
	CONTINGENCY 10%				\$33,544.95
	TOTAL BUDGET				\$368,994.43
	NOTE, Perimeter sidewalks NIC. Part of civil in track improvement			COST PER S.F.	\$3.91

* Allowance Equipment to be determined.

EXHIBIT "D-3"
Budgeted Amount for Final
Park Improvements for Village 5 Park Site (Parcel E)

The HLA Group Landscape Architects & Planners, Inc.
 Community Design · Parks and Recreation · Urban Design · Land Planning · Environmental Design



1050 Twentieth Street
 Suite 200
 Sacramento, CA
 95811
 916.447.7400
 fax 916.447.8270
 www.hlagroup.com
 CRLA
 2770
 3266
 4675

OPUD Park Fee Implementation:

Plumas Ranch Village 5: Mini Park (2.16 AC)
 March 19, 2009

1. General Per Acre Cost (Mini Park)		
▪ 2.16 Acres @ \$160,000.00	=	\$345,600.00
2. Play Apparatus (Mini Park)	=	100,000.00
3. Group Picnic Area (Small)	=	20,000.00
4. Miscellaneous Items		
▪ Park Sign (1)	=	8,500.00
▪ Drinking Fountain (1)	=	4,500.00
5. Site Furnishings (Mini Park)	=	25,000.00

SUBTOTAL PARK IMPROVEMENTS: \$503,600.00

▪ Bonds (2%)	10,072.00
▪ Insurance (1%)	5,036.00
▪ Project Mobilization (3%)	15,108.00
▪ Contingency (15%)	75,540.00
▪ Design Fees (8%)	40,288.00
▪ Utility Fees (2%)	10,072.00
▪ Plan Check and Inspection (4%)	20,144.00

SUBTOTAL ADMINISTRATIVE COSTS: \$176,260.00

TOTAL PARK BUDGET: \$679,860.00