

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 9/19/24

Item description/summary:

Consider Reimbursing Park Funds for Dry Creek Park, also known as Cobblestone Mini Park, via KB Home Sacramento INC.

Olivehurst Public Utility District (OPUD) received binder and invoices with receipts for the final Dry Creek Park (adjacent to Cobblestone subdivisions) via KB HOME SACRAMENTO INC (developer). This is a fully developed 1.432-acre lot with a playground for under 5- and 5–12-year-olds, shade structure, and grass lawns. The developer transferring ownership to OPUD after completion of park amenities in December 2023.

Fiscal Analysis:

n/a

Employee Feedback

n/a

Sample Motion:

Reimburse KB Homes for development of Dry Creek Park for \$855,153.05

Prepared by: Swarnjit Boyal, Public Work Engineer

ATTACHMENT A – REIMBURSABLE SUMMARY



MEMORANDUM

To: Swarnjit Boyal
From: Russ Powell
Subject: Cobblestone Park Fee Reimbursement;
EPS #242118
Date: September 13, 2024

The Olivehurst Public Utility District (District) engaged Economic & Planning Systems, Inc. (EPS) to review and verify materials submitted by KB Home Sacramento Inc. (Developer) for reimbursement of park development impact fees after completing park construction obligations for the District. The Developer entered into an agreement with the District on September 30, 2022, to develop a 1.43-acre neighborhood park.

The park has been constructed and accepted by the District as a complete project. The Developer has submitted electronic files to the District and EPS showing invoices and verification of payment of the submitted invoices in support of a requested **\$855,153.05** reimbursement from the District park development impact fee fund. The electronic files serve as an alternative to a hard copy of supporting materials in the form of a project binder.

EPS reviewed and verified the invoices and payments submitted. The Developer has provided verification that there have been no liens recorded against the Developer for unpaid invoices from contractors and subcontractors used on the project. EPS has not independently verified that there are not current liens against the Developer for uncompensated work performed on the park construction.

EPS reviewed cost assumptions for park development and park features included in the Nexus Study, which supports and authorizes the park fee program. The Developer is allowed a reimbursement of actual park construction costs, or the parks costs established in the Nexus Study, escalated to current year dollars, whichever is less.

The **\$855,153.05** requested reimbursement is greater than the park costs established in the Nexus Study, escalated to current year dollars (**\$684,208.09**).

The calculations of park costs established in the Nexus Study are shown below.

<u>Cost Category</u>	<u>Acres</u>	<u>Cost/Acre</u>	<u>Amount</u>
Park Development	1.43	\$ 186,814.50	\$ 267,144.73
Picnic Area			\$ 84,915.68
Play Apparatus			\$ 169,831.36
Misc. Improvements			\$ 25,474.70
Subtotal			\$ 547,366.48
Soft Costs		25%	\$ 136,841.62
Total Costs			\$ 684,208.09

To the extent park development impact fees funds are available, the Developer is eligible for reimbursement of **\$684,208.09**, based on the park construction costs established in the Nexus Study in 2003 (escalated to 2024 dollars). The Board of Directors, at their discretion, can choose to reimburse the Developer full park construction costs of **\$855,153.05**

ATTACHMENT B – PARK DEVELOPMENT AGREEMENT

PARK DEVELOPMENT AGREEMENT
(Plumas Lake Cobblestone, Phase 4, Plumas Lake Specific Plan)

THIS AGREEMENT is made and entered into this 30th day of September, 2022 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 KB HOME SACRAMENTO INC., a California corporation (“Owner”), with respect to the following.

RECITALS

A. Owner owns certain real property, commonly referred to as Plumas Lake Cobblestone, Phase 4, consisting of the 51 residential lots and Mini Park site shown on the map attached hereto as **Exhibit “A”** (the “**Property**”) which is a portion of approved tentative map, TSTM 2002-598 (the “**Tentative Map**”). The Property is part of the larger development known as the Plumas Lake Specific Plan (“**PLSP**”), in Yuba County, California. Owner intends to record a final map for the Property. The Owner also owns other property included in the Tentative Map and PLSP for future phases of residential development (the “Owner’s remaining property”).

B. The Property will be developed as shown in **Exhibit “A.”** The Property includes an area planned for a future “Mini Park,” the location of which site is shown on **Exhibit “A”** (the “**Park Site**”) and is generally shown in the Plumas Lake Specific Plan Area Park Master Plan (the “**Park Master Plan**”) adopted by OPUD. Owner has also agreed to design and construct the improvements to the Park Site, subject to reimbursement as provided herein.

C. The PLSP, and the County, as a condition to its approval of the final map for the Property, require that the Owner enter into an agreement with OPUD setting forth the specifications and timing of park dedication and/or payment of fees in lieu thereof by Owner prior to recordation of a final map. Owner is further required to install the required park improvements and to pay a park development fee sufficient to fund Owner’s fair share of park improvements. Owner shall be entitled to claim refunds of the development fees paid by Owner, and, based on the approved costs expended by Owner, to reimbursement by OPUD from park development fees paid by other developers. Implementation of these refunds and reimbursements are to be governed by the terms and conditions of this Agreement.

D. OPUD is willing to accept title to the real property and the improvements described herein, and to provide for refunds of Owner’s park development fees and, if appropriate, reimbursement from fees collected from other developers for the park improvements as required, in accordance with the terms and conditions set forth in this Agreement.

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

1. Dedication and Acceptance.

(a) Dedication of Park Site. Within thirty (30) days of the execution hereof by OPUD, Owner shall irrevocably offer for dedication to OPUD, the Park Site. Prior to acceptance, the dedicated 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 OPUD's acceptance of the dedicated Park Site, and as a condition to the effectiveness thereof, Owner shall provide to OPUD a policy of title insurance equal to the value of the Park Site property with improvements, 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 Owner through the date the Final Improvements (described in Section 2 below) have been completed by Owner and accepted by OPUD.

(i) Calculation of Parkland Dedication Obligation and In-Lieu Fees for the Property. The irrevocable offer of dedication referenced in this Section 1 shall be credited against Owner's "**Parkland Dedication**" obligation for the Property pursuant to the requirements of OPUD and County, including County Code section 11.15.661. Based on a Parkland Dedication obligation for the Property of approximately 0.74 acres (using the County's formula of .005 acres per person times 2.9 persons per lot, times 51 residential lots in the Property) and the Park Site containing approximately 1.43 acres, OPUD acknowledges that, with OPUD's acceptance of dedication of the Park Site identified in Exhibit "A" pursuant to the terms hereof, Owner shall have fully satisfied the Parkland Dedication obligation as to the Property, and no in-lieu fees shall be payable as to the Property, and Owner shall receive credits for Parkland Dedication for the equivalent of approximately 0.69 acres of parkland toward the Parkland Dedication obligation of and to reduce the payment of in-lieu fees due upon development of Owner's remaining property.

(b) Acceptance of Park Site. Owner's irrevocable offer of dedication shall remain open while the Initial and Final Park Improvements are completed. 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, provided OPUD shall not be obligated to accept the Park Site prior to such completion.

2. Construction of Improvements.

(a) Initial Improvements. The parties acknowledge that Owner shall complete all of the design, engineering, and construction of the "Initial Improvements" described in

Exhibit “B” for the Park Site prior to OPUD clearing any building permits, occupancy permits or any other entitlement other than as required for recordation of the final subdivision map for the Property and confirm that OPUD will serve the Property.

(b) Final Improvements. Owner shall be responsible for funding and completing all of the design, engineering and construction of the “Final Improvements” to the Park Site, with refunds and reimbursement as set forth hereafter. The Final Improvements for the Park Site are more particularly set forth in **Exhibit “B”** and the Owner’s estimated budget for the costs to construct the Final Improvements is attached hereto as part of **Exhibit “C”**. The maximum costs of the improvements that have been allowed by OPUD as being consistent with the Park Master Plan are described in Table 1 of Exhibit C. Construction of the Final Improvements shall commence upon completion of the Initial Improvements and shall be completed and accepted by OPUD on or before the earlier of the date when sixty percent (60%) of the building permits are issued for the fifty-one (51) residential lots in Plumas Lake Phase 4 or one (1) year of such commencement provided that any performance of any required inspections for the Final Improvements are not unreasonably withheld, conditioned or delayed by County or OPUD, and subject to Force Majeure Events (defined below). The foregoing times for commencement and completion of the Final Improvements shall be extended for the period of any unreasonable delay by OPUD in approving the improvement plans for the Final Improvements, unless such delay is caused by Owner.

(c) Design and Inspection. OPUD shall not unreasonably withhold, condition or delay its approval of the design of the Final Improvements, so long as the design of the Final Improvements is substantially consistent with the specifications for such Final Improvements adopted by OPUD and contained within the Park Master Plan. All Final Improvements shall be subject to the inspection of OPUD’s representatives. OPUD shall respond to requests by Owner for inspections in a timely manner.

3. Deposit and Security.

(a) Upon execution of this Agreement, Owner shall deposit with OPUD 2% (two percent) of the engineer’s estimated cost of the proposed Final Improvements for the Park Site, 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. Owner shall receive a credit toward Park Development Fees (as that term is defined below) in the amount of such deposit(s) at such time as credits are issued for the Final Improvements.

(b) Owner shall furnish to OPUD security to ensure the faithful performance of all duties and obligations of OPUD herein contained. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with OPUD or deposited and guaranteed for payment, or a cash deposit made either directly with OPUD or deposited with a recognized escrow agent for the benefit of the OPUD. The security

furnished pursuant to the section 3 shall be irrevocable, shall not be limited as to time, and shall provide that it shall be released only upon the written approval of OPUD. At the conclusion of the construction of the improvements, and upon written acceptance of them by OPUD and approval of Notice of Completion, OPUD shall authorize the release of the Performance security provided pursuant to this section 3 upon Owner furnishing of the warranty security as required by this section 3. Ninety (90) days after a notice of completion is filed with respect to the improvements, OPUD may authorize the release of the security given to secure payment for labor and materials as provided in this section 3 in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, OPUD may release so much of such security as is in excess of the total of the claims made against it. Such security shall be in the following amounts for the following purposes:

- (i) **Performance:** One hundred percent (100%) of the estimated cost of the improvements securing performance of this Agreement, which estimated cost is in the amount of: One Million Five Hundred Two Thousand Seven Hundred Twenty Nine and Seventeen Cent DOLLARS (\$1,502,729.17).
- (ii) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.
- (iii) **Warranty:** Ten percent (10%) of the estimated cost of the improvements, as set forth in Paragraph (a) immediately preceding, to guarantee and warrant the improvements for a period of one (1) year following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.

4. Credits.

(a) Parkland Dedication Credits. As noted in section 1 above, subject to County approval, Owner's dedication of the Park Site will provide a credit to Owner against the Property's Parkland Dedication obligation and such dedication will fully satisfy the Property's Parkland Dedication obligation, and no in-lieu fees shall be payable as to the Property, and Owner shall receive Parkland Dedication credit toward the Parkland Dedication obligation of and to reduce the payment of in-lieu fees due upon development of Owner's remaining property. In consideration of Owner's dedication, Owner shall request the County to waive the requirement for Owner to pay the in-lieu fee as to the Property, and for the County to apply the remaining Parkland Dedication credit toward the Parkland Dedication obligation of and to reduce the payment of in-lieu fees due upon development of Owner's remaining property.

(b) Development Fee Reimbursement. In addition to its park land dedication obligations, Owner is obligated to pay to County a park development fee to cover the cost of all Final Improvements and soft costs pursuant to the park development master plan and fee nexus study approved by OPUD and adopted by County, as established and as it may be modified from time to time (the “**Park Development Fee**”). This fee is collected by the County from Owner and forwarded to OPUD for purposes of funding park improvements in accordance with the Park Development Fee Nexus Study. Owner acknowledges that the Park Development Fee is based on the costs of Final Improvements and soft costs only and does not include any costs for the Initial Improvements, as those are an obligation of Owner, and therefore Owner shall not receive any refunds or reimbursement of costs incurred by Owner in connection with its construction of the Initial Improvements. The Park Development Fee consists of four components: a neighborhood park component, a community park component, a community center component, and an administrative component. The neighborhood park component of the Park Development Fee shall be referred to herein as the “**Neighborhood Park Fee.**” Owner has elected to construct the Final Improvements and receive a refund/reimbursement for the allowed costs of such Final Improvements. Therefore, upon Owner’s completion of the Final Improvements to the Park Site, Owner will be entitled to a refund from OPUD of the Neighborhood Park Fees collected by the County from Owner for the Park Site that are held by OPUD. After fees paid by Owner are refunded, if Owner’s allowed expenses for Final Improvements exceed the share of costs of Neighborhood Parks chargeable to Owner, then Owner may receive reimbursement of such additional costs from Neighborhood Park Fees held by OPUD and received from other Owners within the Plan Area that are transferred to OPUD up to the lesser of (i) the actual costs incurred by Owner to design and install the Final Improvements, including construction management thereof, or (ii) the amount estimated by OPUD in the Nexus Study for the cost of the Final Improvements used to establish the Park Development Fee as of the date of such completion (which lesser amount is the “**Park Improvement Amount**”).

(c) Actual Costs Exceed Budgeted Amounts. If, during the course of construction, Owner anticipates that the actual costs of construction of the Final Improvements will exceed the Budgeted Costs therefor, then Owner may request, and in OPUD’s sole discretion receive, additional credits and/or may be reimbursed for all or a portion of such additional costs, provided, however, any such additional credits or reimbursements are not an obligation of OPUD and shall, in any event, be subject to OPUD’s prior adoption, and the County’s approval, of a corresponding increase in the Park Development Fee sufficient to cover such additional reimbursement. OPUD acknowledges that any Final Improvements requested by OPUD in addition to those included on Exhibit B and included in the Park Master Plan shall be reimbursed to Owner at 100% of actual costs plus soft costs as provided for in the Park Master Plan.

(d) Timing and Sources for Reimbursement. Upon completion of the Final Improvements for the Park Site, Owner shall be entitled to refund/ reimbursement in an amount equal to the Park Improvement Amount described above (which shall be referred to as the “**Reimbursement Amount**”). Refunds shall be derived from the Neighborhood Park Fees paid by Owner to County and received by OPUD. Reimbursement shall be from unencumbered Neighborhood Park fees received from the County by OPUD that are derived from other development projects. During development of the Park Site, OPUD shall maintain, and separately account for the amount of the Neighborhood Park Fees for the Park Site that are transferred to OPUD by the County. Within thirty (30) days after completion of the Final Improvements (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 Owner from the Neighborhood Park Fees then held by OPUD with respect to the Park Site, up to, but not in excess of the Reimbursement Amount. If amounts held by OPUD are less than the Reimbursement Amount, OPUD shall continue to refund to Owner any additional Neighborhood Park Fees collected and paid to OPUD with respect to the Park Site, up to, but not in excess of, the then remaining Reimbursement Amount; such additional refunds shall be paid within thirty (30) days of OPUD's receipt of the additional Neighborhood Park Fees collected with respect to the Park Site. Thereafter, if the amounts of the Neighborhood Park Fees collected and paid to OPUD upon completion of development of the Park Site are less than the Reimbursement Amount, the remaining Reimbursement Amount shall be paid by OPUD from Neighborhood Park Fees received by OPUD from development within the balance of PLSP/North Arboga Study Area. The payment of any such remaining Reimbursement Amount shall be paid on a first-completed, first-reimbursed basis, without interest, consistent with OPUD policy for such reimbursements. Notwithstanding the foregoing, Owner's receipt of amounts for reimbursement shall be subordinated to the following priority of uses set forth in OPUD Park Development Fee Nexus Study, dated June 16, 2005 - (1) critical projects as determined by OPUD; (2) repayment of inter fund loans; and (3) reimbursement of other developers with completed park site improvements prior to Owner's completion. Nothing in the foregoing shall prevent OPUD from paying the full Reimbursement Amount sooner, after completion of the Final Improvements by Owner.

OPUD shall use good faith efforts to comply with any requirements of the County to cause the Neighborhood Park Fees paid by development in the PLSP 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 guarantynor 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 development fees received by OPUD that are reimbursable in accordance with this Agreement.

Notwithstanding any provision of this Section 4(d) to the contrary, if Neighborhood Park Fees for the Property exceed the Reimbursement Amount, any net fees, however realized, after payment of any and all outstanding Reimbursement Amounts related to the construction of the Park Site, may be applied by OPUD to fund any outstanding park master plan facilities for the Community Park, including without limitation, a special use facility, such as a community center, gymnasium, amphitheater, senior center, or sports complex to be located in one of the two community parks, or an interconnecting pedestrian/bikeway system, provided such use is in accordance with law, including but not limited to the Mitigation Fee Act (Cal. Gov. Code section 66000 et seq.).

5. Park Site Maintenance. Commencing with a successful final inspection of the Park Site, (with only minor punch list items remaining to be performed), Owner shall provide a ninety (90) day plant maintenance period, during which time Owner shall maintain all landscaping. Owner may fence the Park Site during such maintenance period. OPUD shall accept the Park Site upon completion of the 90 day maintenance period and completion of the punch list work. 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 pursuant to section 3 (b)(iii) herein, which warranty shall be provided by Owner or Owner's contractors upon OPUD's acceptance of the Park Site.

6. Entire Agreement. This Agreement, which includes the exhibits attached hereto and incorporated herein by this reference, contains the entire agreement of the parties and there are no representations, oral or written, except as set forth herein. This Agreement supersedes all prior communications, discussions, disputes or negotiations.

7. 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.

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

9. 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 County:

Yuba County
215 Fifth Street
Marysville, CA 95901
Attention: Community Development Director

If to OPUD:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691

Attention: General Manager

If to Owner:

KB Home Sacramento, Inc.
3005 Douglas Boulevard, Suite 250
Roseville, CA 95661
Attn: Leo Pantoja
Fax: (916) 945-3880

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

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

12. 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.

13. 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.

14. Force Majeure. If delays occur in the construction of Final Improvements, or if any Final Improvements required by this Agreement are not completed in the time required by this Agreement through events or circumstances not within the direct control of Owner, Owner shall provide written notice of the same to OPUD and Owner will not be considered in default or breach of its obligations to construct the Final Improvements. Owner shall be excused for, among other things, delays in the performance of this Agreement unavoidably caused by County or other governmental authorities, earthquakes, tidal wave, war, shortage of materials, labor strikes, walkouts, litigation, acts of terrorism, weather, or other causes beyond the reasonable control of Owner or Owner's contractor and which Owner could not reasonably have anticipated in its constructing operations associated with the Final Improvements ("**Force Majeure Event**"). The occurrence of a Force Majeure Event shall only extend the time within which this Agreement requires certain acts to be performed by Owner, and then only for a period or periods equal to the period of delay caused by the Force Majeure Event.

15. Satisfaction of Conditions. OPUD agrees that by executing this Agreement, and complying with the terms and conditions herein, any general or specific tentative map conditions covered by this Agreement, including but not limited to any park land dedication and improvement requirements, for the Property shall be deemed satisfied by OPUD.

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

ATTEST:

B. Anne Ritchie
Deputy Clerk of the Board

OPUD:

OLIVEHURST PUBLIC UTILITY
DISTRICT

By: *Alvaro J. Sique*
President of the Board of Directors

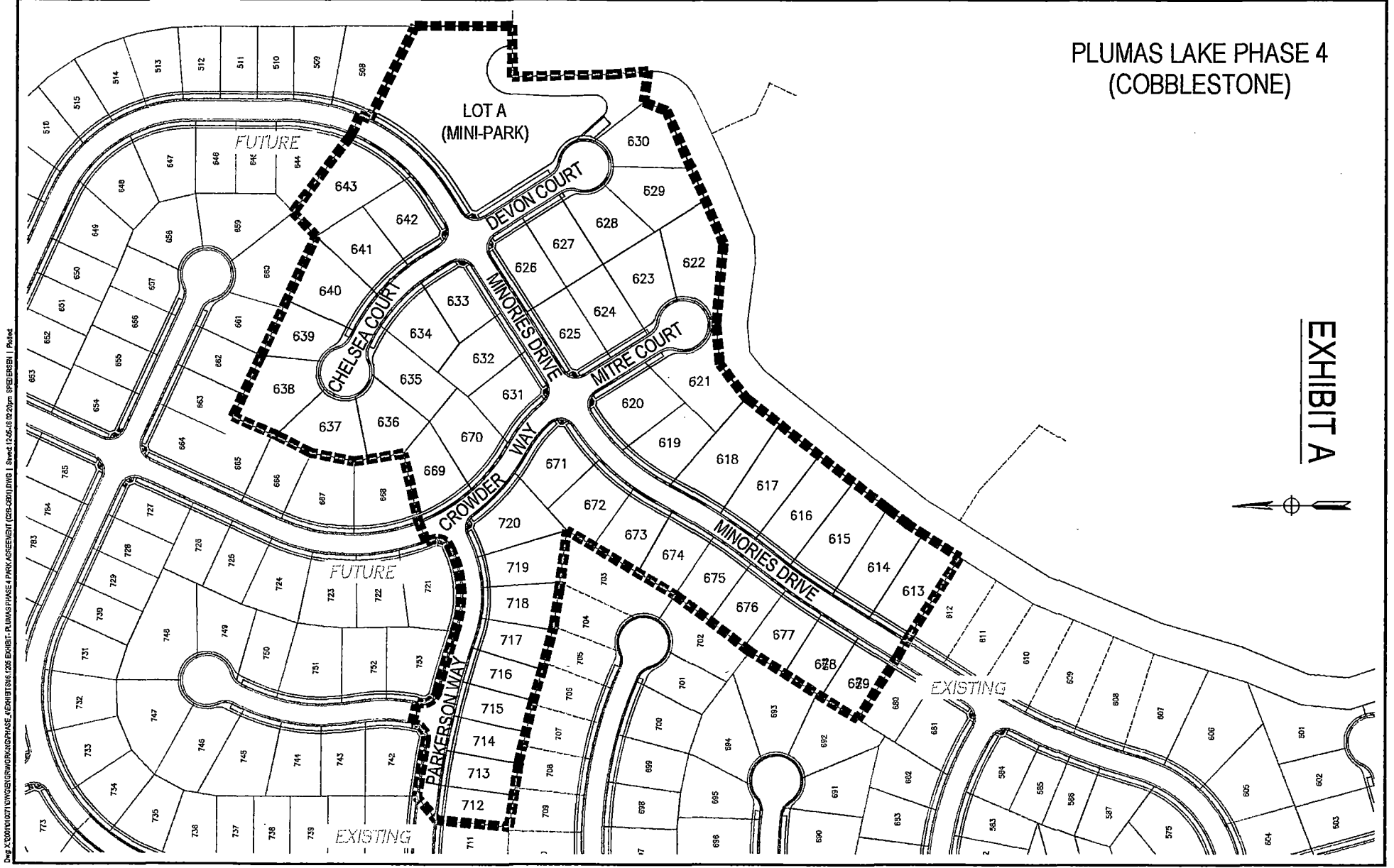
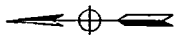
OWNER:

KB HOME SACRAMENTO, INC.,
a California corporation

By: *[Signature]*
Name: Leo Pantoja
Title: ~~Director~~, Forward Planning
Vice President
Date: *09/28/2022*

PLUMAS LAKE PHASE 4 (COBBLESTONE)

EXHIBIT A



Dwg. X:2001101071 DWG061GRW06K0ANPHASE 4 EXHIBIT A (206) EXHIBIT - PLUMAS PHASE 4 PARK AGREEMENT (C09-C80) DWG | Sheet 12 of 16 (12 of 20pp) | SPEDERSEN | PLAN

Exhibit "B"

Description of Initial and Final Improvements for Park Site

Initial Park Improvements

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.

Final Park Improvements

Basic Requirements as set forth in Park Master Plan:

- (4) Picnic tables in shade structure
- (2) Benches in shade areas
- (2) play structure, (1) tot (2-5yr) and (1) children's (5-12yr)
- (3) trash receptacles
- (1) Park sign
- Concrete paved social gathering space with shade structure (25' x 25' min.)
- Open turf areas
- Trees
- Concrete mow bands
- Buffer planting along residential fences adjacent to the park
- (2) Barbecues

Exhibit "C"
Owner's Estimate of Budgeted Costs for Final Improvements
(Cobblestone Phase 4 Mini-Park; Concept Plans/Estimate per Bid price)

DESCRIPTION	QTY	UNIT	UNIT PRICE	OWNER ESTIMATE	PLSP SCHEDULED	KB HOME PAYOUT COST
					COST W/ADJ (\$2005-SEE NOTES)	
SITE WORK / UTILITIES						
1 Mobilization	1	LS	\$ 10,500.00	\$ 10,500.00		
2 Soils testing/report	1	LS	\$ 290.00	\$ 290.00		
3 Play Area Curb	1	LS	\$ 14,632.00	\$ 14,632.00		
4 ADA Ramp	1	LS	\$ 5,664.00	\$ 5,664.00		
5 Electrical Pedestal	1	LS	\$ 41,300.00	\$ 41,300.00		
6 Domestic Water Line	1	LS	\$ 1,733.00	\$ 1,733.00		
7 Staking Engineering	1	LS	\$ 8,850.00	\$ 8,850.00		
8 Grading & Subgrade	1	LS	\$ 94,400.00	\$ 94,400.00		
9 Quick Couplers	4	EA	\$ 518.33	\$ 2,073.32		
10 Play Area Safety Signs	1	LS	\$ 1,354.00	\$ 1,354.00		
11 BMPs /Erosion Control	1	LS	\$ 14,755.00	\$ 14,755.00		
12 Construction Fencing	1	LS	\$ 6,547.00	\$ 6,547.00		
13 Utilities & Underground-backflows,	1	LS	\$ 80,240.00	\$ 80,240.00		
CONCRETE / PLANTING / IRRIGATION						
14 Fine Grading/Soil Amendments	50,085	SF	\$ 0.44	\$ 22,037.40		
15 Import Topsoil/Mounding	120	CY	\$ 98.34	\$ 11,800.80		
16 7 ft. wide Concrete Sidewalk/Patio	6,600	SF	\$ 17.05	\$ 112,530.00		
17 12" wide Concrete Curb	1,126	LF	\$ 27.79	\$ 31,291.54		
18 15 gallon size Trees/Stakes	22	EA	\$ 180.00	\$ 3,960.00		
19 5 gallon size Shrubs	151	EA	\$ 34.20	\$ 5,164.20		
20 1 gallon size Shrubs	314	EA	\$ 10.30	\$ 3,234.20		
21 Sod Lawn	30,397	EA	\$ 0.98	\$ 29,789.06		
22 Bark Mulch Topdressing	15,116	SF	\$ 0.73	\$ 11,034.68		
23 Controller	1	EA	\$ 25,917.00	\$ 25,917.00		
24 Booster Pump	1	EA	\$ 66,716.00	\$ 66,716.00		
25 Master Control Valve/Box	1	EA	\$ 1,848.00	\$ 1,848.00		
26 Flow Control Valve/Box	1	EA	\$ 2,182.00	\$ 2,182.00		
27 Remote-Control Valves/Box	9	EA	\$ 595.60	\$ 5,360.40		
28 Filter/Pressure Reducers/Box	9	EA	\$ 203.20	\$ 1,828.80		
29 Gate Valves/Box	2	EA	\$ 1,925.00	\$ 3,850.00		
30 Lawn Rotor Spray	50	EA	\$ 156.70	\$ 7,835.00		
31 Tree Bubble Assemblies	22	EA	\$ 125.10	\$ 2,752.20		
32 1/2" Flex Tubing with Emitter	483	EA	\$ 44.40	\$ 21,445.20		
33 2" PVC Mainline	610	LF	\$ 11.91	\$ 7,265.10		
34 PVC Lateral Line	5,000	LF	\$ 3.07	\$ 15,350.00		
35 PVC Sleeve	70	LF	\$ 56.60	\$ 3,962.00		
36 Wiring	610	LF	\$ 6.50	\$ 3,965.00		
PLAY EQUIPMENT						
37 2-5 year old Play Structure	1	EA	\$ 44,330.00	\$ 44,330.00		
38 5-12 year old Play Structure	1	EA	\$ 154,230.00	\$ 154,230.00		
39 Installation of Play Equipment	1	LS	\$ 47,200.00	\$ 47,200.00		
40 Engineered Wood Fiber Mulch	3,528	SF	\$ 6.20	\$ 21,873.60		
SITE AMENITIES / FURNISHINGS / MISC						
41 Shade Structure	1	EA	\$ 57,595.00	\$ 57,595.00		
42 Installation of Shade Structure	1	LS	\$ 29,500.00	\$ 29,500.00		
43 Picnic Tables	4	EA	\$ 7,530.00	\$ 30,120.00		
44 Benches	2	EA	\$ 3,119.00	\$ 6,238.00		
45 BBQ Unit	2	EA	\$ 2,080.00	\$ 4,160.00		
46 Trash Receptacles	3	EA	\$ 2,686.00	\$ 8,058.00		
47 Monument Sign	1	LS	\$ 10,304.00	\$ 10,304.00		
48 Drinking Faucet	1	LS	\$ 7,669.00	\$ 7,669.00		
49 6 ft. Wood Good Neighbor Fence	390	LF	\$ 86.30	\$ 33,657.00		
50 6 ft. No Climb Chain Link Fence	330	LF	\$ -	\$ -	no bid per civil	
51 60 Day Maintenance	1	LS	\$ 8,730.00	\$ 8,730.00		
Subtotal				\$ 1,147,121.50		
SOFT COSTS						
52 Bonds			% Cost	\$ 22,942.43		
53 Insurance			2.00%	\$ 11,471.22		
54 Contingency			1.00%	\$ 172,068.23		
55 Design Fee			15.00%	\$ 91,769.72		
56 Plan Check & Inspection			8.00%	\$ 57,356.08		
Subtotal			5.00%	\$ 355,607.67		
TOTAL COST				<u>\$ 1,502,729.17</u>		

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 Placer

On September 28th, 2022 before me, Tiffany Reder, notary public
(insert name and title of the officer)

personally appeared Leo Pantoja,
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

Tiffany Reder

(Seal)

