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Recording Requested for the Benefit of the County of Fresno, Department of Public Works And Planning

When Recorded Return To:
Department of Public Works
And Planning
Development Services
Division Stop 214
Attn: Development Engineering

AGREEMENT

Tract No. 4968 Facility and Development Fees

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter "COUNTY") and JPJ, INCORPORATED, a California Corporation located at 7030 N. Fruit Avenue, Suite 101, Fresno CA, 93711, the subdivider of Tract No. 4968 (hereinafter "SUBDIVIDER").

WITNESSETH

WHEREAS, on December 14, 2000 the Fresno County Planning Commission approved Initial Study Application No. 4665 and Classified Conditional Use Permit No. 2956 related to Vesting Tentative Subdivision Map No. 4968; and

WHEREAS, on December 14, 2000 the Fresno County Planning Commission approved Vesting Tentative Subdivision Map No. 4968, Classified Conditional Use Permit Application No. 2956, Site Plan Review Application No. 7082, and Mitigation Measures adopted and/or approved through the associated Initial Study Application subject to certain conditions; and

WHEREAS, on December 19, 2000, the Board of Supervisors of the County of Fresno adopted the Millerton New Town Infrastructure Plan and Implementation Procedures (Infrastructure Plan) creating and establishing the authority for imposing

and charging a fee for the development of public sewer and water facilities identified in Exhibit A to this resolution for projects within the Millerton Specific Plan area (Facility Fee); and

WHEREAS, on December 7, 2004, the Fresno County Board of Supervisors adopted the latest update to the Millerton Specific Plan (Specific Plan) creating and establishing the authority for imposing and charging a fee for the development of roadway and park facilities identified in Exhibit A to this resolution for projects within the Millerton Specific Plan area (Development Fee); and

WHEREAS, a detailed study of the cost of construction of those sewer and water facilities identified in the Infrastructure Plan and those roadway and park facilities identified in the Millerton Specific Plan was prepared for and reviewed by the Department of Public Works and Planning entitled "MILLERTON NEW TOWN INFRASTRUCTURE PLAN FACILITY FEES AND SPECIFIC PLAN DEVELOPMENT FEES" dated June 2008 ("2008 Fee Document") and is on file with the Department of Public Works and Planning, Development Services and Capital Projects Division; and,

WHEREAS, said Infrastructure Plan requires the payment of the Facility Fee to fund the construction of Improvements within the Infrastructure Plan area; and,

WHEREAS, said Specific Plan requires the payment of the Development Fee to fund the construction of Improvements within the Specific Plan area; and,

WHEREAS, the Board of Supervisors, has by resolution on May 1, 2018, after noticed public hearing and following all other procedures required by law, established the amount of the Facility Fees for Tract No. 4968; and,

WHEREAS, the Board of Supervisors, has by resolution on May 1, 2018, after noticed public hearing and following all other procedures required by law, established the amount of the Development Fees for Tract No. 4968; and,

WHEREAS, the SUBDIVIDER is required to pay the Facility Fee and Development Fee for each lot before the issuance of a building permit; and,

WHEREAS, the SUBDIVIDER wishes to pay the Facility Fee and Development Fee concurrently with the recordation of a Final Map, according to the terms of this agreement; and,

WHEREAS, the SUBDIVIDER has a reservation of capacity in the water and wastewater facilities as per Resolution No. 14-073, adopted by the Fresno County Board of Supervisors on February 25, 2014; and,

WHEREAS, the SUBDIVIDER desires to acquire a permanent allocation of capacity for water and wastewater facilities for Tract No. 4968; and

WHEREAS, the SUBDIVIDER desires to record a Final Map for Tract No. 4968.

NOW THEREFORE, the parties hereto agree as follows:

1. FEE OBLIGATION

A. SUBDIVIDER is obligated to pay the Facility Fee and the Development Fee in the amounts shown in Exhibit A to this agreement. Each of the fees is a base fee per lot multiplied by the one hundred six (106) lots in Tract No. 4968 and includes an amount for COUNTY administration of the fee program.

- B. SUBDIVIDER deferred payment of that portion of the Development Fee for Tract No. 4870 allocated to collector roads and now, in addition to the Facility Fee and the Development Fee for Tract No. 4968, is obligated to pay that deferred portion of the Development in accordance with the 2008 Fee Document. The amount deferred is the current base fee per lot plus the three percent (3%) County Administration Fee for one hundred sixty one (161) lots in Tract 4870. This amount is included in the Development Fee shown on Exhibit A.
- C. The accelerated payback provisions of the 2008 Fee Document are applied as shown on Exhibit A.

2. CREDIT FOR FACILITY CONSTRUCTION

A. In connection with Tract No. 4870, SUBDIVIDER constructed facilities that are the subject of the Facility Fee and the Development Fee. SUBDIVIDER has furnished COUNTY with documentation of the cost of those constructed facilities and

SUBDIVIDER's pro rata share of that cost for those completed facilities that are the subject of the Facility Fee and Development Fee. Those costs that are in excess of the fee obligation for prior Tract No. 4870 and also attributable to the fee obligation for Tract No. 4968 are summarized as fee credits for Tract No. 4968 in Exhibit B.

- B. SUBDIVIDER has furnished COUNTY with documentation of the estimated cost of facilities and of SUBDIVIDER's pro rata share of that estimated cost for facilities that are the subject of the Facility Fees and Development Fees that are to be constructed or installed and not completed at the time of this Agreement. Those costs are summarized in Exhibits C and D. SUBDIVIDER shall provide to COUNTY a summary with supporting documentation of the actual costs within sixty (60) days after completion of the facilities.
- C. The value of the pro rata share shown by the documentation in paragraphs A and B of this section 2, above, is shown in Exhibit A and is credited against SUBDIVIDER's fee obligation.

3. PAYMENT OF FEES

- A. SUBDIVIDER shall pay the fees due in the amount shown on Exhibit A concurrently with the recordation of the Final Map for Tract No. 4968.
- B. COUNTY shall deposit SUBDIVIDER's payment into separate accounts and shall accurately account for all funds and interest earned. Funds shall be administered in accordance with the Implementation Procedures of the Millerton New Town Infrastructure Plan.

4. ADJUSTMENTS

A. Based on documentation that may later be submitted by SUBDIVIDER, and reviewed and accepted by the COUNTY's Department of Public Works and Planning, of actual cost and SUBDIVIDER's pro rata share of that cost furnished in accordance with Section 2, Paragraph B, COUNTY shall revise SUBDIVIDER'S credits shown in Exhibit A to reflect that actual cost.

B. Within 90 days of receiving and accepting the documentation described in paragraph A of this section 4, above, COUNTY shall provide to SUBDIVIDER a revised statement of fees and credits for Tract No. 4968 and notify SUBDIVIDER of any additional fees due. SUBDIVIDER shall pay any such additional fees within sixty (60) days of receiving notice of fees due.

5. REIMBURSEMENTS

A. COUNTY shall review the Facility Fee and Development Fee accounts annually or as requested by SUBDIVIDER and notify SUBDIVIDER when funds are available in any of the accounts to reimburse SUBDIVIDER for the credits shown on Exhibit A or the latest revised statement of fees and credits.

B. Within 60 days of receiving notification of available funds as provided in paragraph A of this section 5, above, SUBDIVIDER shall choose to receive reimbursement or to retain credits toward fee obligations on future projects in the Millerton New Town Specific Plan Area and shall notify COUNTY of its choice in writing.

6. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY OF FRESNO

Director of Public Works and Planning County of Fresno 2220 Tulare Street, 6th Floor Fresno, CA 93721

SUBDIVIDER

John A. Bonadelle, President JPJ Incorporated, a California Corporation 7030 N. Fruit Ave., Suite 101 Fresno, CA 93711

All notices between the COUNTY and SUBDIVIDER provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial

courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

7. VENUE AND GOVERNING LAW.

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

8. SEVERABILITY.

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

9. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES.

The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. This Agreement is the product of negotiation between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any

Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the County of Fresno shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents to the other Party: (1) that he or she is duly authorized to execute and deliver this Agreement on behalf of his or her respective Party in accordance with the following: for the SUBDIVIDER, its articles of organization and operating agreement; and for COUNTY, its governing legal authority; (2) that this Agreement is binding upon his or her respective Party; and (3) that his or her respective Party is duly organized and legally existing in good standing in the State of California.

This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

12. NO THIRD PARTY BENEFICIARIES.

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

13. COUNTERPARTS.

11, BINDING EFFECT.

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

14. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the SUBDIVIDER and COUNTY with respect to the subject matter hereof and supersedes all previous

1	Agreement negotiations, proposals, commitments, writings, advertisements,					
2	publications, and understanding of any nature whatsoever unless expressly included in					
3	this Agreement.					
4	IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.					
5	Sectional above.					
6						
7	SUBDIVIDER: JPJ, INCORPORATED, a California	COUNTY OF FRESNO:				
8	Corporation	By 84 1+-				
9	By: CISTON Dean H. Pryor, CFO	By:				
11	JPJ, INCORPORATED, a California	County of Fresno				
12	Corporation 7030 N. Fruit Ave., Suite 101	ATTEST:				
13	Fresno, CA 93711	Bernice E. Seidel				
14		Clerk to the Board of Supervisors County of Fresno, State of California				
15		By: Cult				
16						
17						
18						
19						
20						
21						
22						
23						
24	FOR ACCOUNTING USE ONLY:					
25	ORG: 1170-1178, 1194-1199 FUND: 0085					
26	SUBCLASS: 174141- 17428 ACCOUNT: 1450					
27						
28	G:\4360Devs&Pin\ADMIN\BOARD\Board Items\2010-2019\2018\5-1- Development Fees Agreement.docx	-18\Tract 4968\Tract 4968 Final Map\T4968 Facility and				

CALIFOR	NIA ALL-PURP	OSE ACI	(NOWLEDGEMENT			
A notary public or other officer comple verifies only the identity of the individudocument to which this certificate is at truthfulness, accuracy, or validity of the	al who signed the tached, and not the					
STATE OF California Fresno)SS)		APN No:			
On April 19, 2018 Desm H. P.	before me, Anna M.	Renna	, Notary Public, personally appeared			
who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) is/arc 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(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$) acted, executed the instrument.						
I certify under PENALTY OF PERJURY un	der the laws of the Stat	te of Californ	ia that the foregoing paragraph is true and correct.			
WITNESS my hand and official ceal. Signature	Renna	The less are	ANNA M. RENNA NOTARY PUBLIC - CALIFORNIA COMMISSION # 2122064 FRESNO COUNTY My Comm. Exp. August 30, 2019			
	,		This area for official notarial seal.			
OPTIONAL SE			RY ACKNOWLEDGEMENT			
	CAPACITY CLA	IMED BY	SIGNER			
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EXHIBIT A

Millerton New Town Infrastructure Facility Fees and Development Fees

TRACT 4968

	Base Fee per	Number		Accumulated	Estimated	Accellerated		
FACILITY FEES	lot*	of Lots	Fee	Fee Credits	Expenditure	Payback	Net Due	Net Fee Credit
1 Intake and Transmission Facility	\$ 1,614.61	106	\$ 171,148.66	\$1,685,309.78	\$ 265,825.00	1.0	-	\$1,779,986.12
2 Groundwater Extraction Facility	\$ 72.13	106		\$ 1,850.21	\$ 200,025.00	1.2	9,174.94	\$ 3,379.37
3 Water Treatment Facility	\$ 2,512.99	106		\$ 128.369.58	556,000.00	1.0	3,174.54	\$ 417,992.64
4 Water Distribution and Storage	\$ 3,166.85	106		\$1,080,699.09	192,871.80	1.0		\$ 937,884.79
5 Wastewater Treatment	\$ 8,360.55	106			(216,975.00)		752,848.20	\$ 337,004.73
6 Wastewater Collection	\$ 1,003.74	106			236,520.00	1.0	7 52,040.20	\$ 338,529.58
7 Reclaimed Effluent Disposal	\$ 577.53	106			80,098.20	1.0	_	\$ 110,985.32
8 County Administration	\$ 519.25	106		4 02,100.00	50,000.20	1.0	55,040.71	
Total Facility Fees	\$ 17,827.65		\$1,889,731.11		\$1,114,340.00		,,-	•
Facility Fees Due	• 11,021.00		0 1,000,10 1711		41,111,010.00	\$	817,063.85	
DEVELOPMENT FEES						•	011,000.00	
1 Marina Drive	\$ 3,293.36	106	\$ 349,096.16	\$1,386,536.53		1.0	-	\$1,037,440.37
2 Traffic Signal Millerton Rd & Marina	\$ 98.54	106		• 1,000,000	-	1.0	10,445.24	
3 White Fox - Marina Parkway	\$ 82.78	106				1.0	8,774.68	
4 Collector Roads ¹	\$ 2,484.60	106		\$ (400,020,60)	\$1,605,522.00	1.0		\$ 942,133.80
5 Millerton Road Improvements	\$ 775.90	106			365,647.50	1.0	-	\$ 379,183.06
6 Community Park	\$ 297.72	106		·,	000,011.00	1.0	31,558.32	
7 County Administration	210.99	106					22,364.62	
Deferred County Admin ²			\$ 12,000.62				12,000.62	•
Total Development Fees	\$ 7,243.89		\$ 779,852.64		\$1,971,169.50	\$		_
Development Fees Due						:	73,142.86	
					Total Due		890,206.71	1

^{*} The Base Fee per lot is from the Millerton New Town Infrastructure Plan Facility Fees and Specific Plan Development Fees report prepared by R. Heyman January 2005, Updated June 2008 adjusted by change in ENR 20-Cities Index Dec 2007-Dec 2017

^{1.} Deferred Fee from Tract 4870 added as negative credit

^{2.} County Administrative Fee for Deferred Tract 4870 Collector Road Fee

EXHIBIT B

Millerton New Town Infrastructure Facility Fees and Development Fees

Acummulated Fee Credits - Tract 4968

Credit			
\$1,685,309.78			
\$ 1,850.21			
\$ 128,369.58			
\$1,080,699.09			
\$ 350,345.10			
\$ 208,406.02			
\$ 92,105.30			
\$1,386,536.53			
\$ 95,780.96			
20073			

EXHIBIT C

Millerton New Town Infrastructure Infrastructure Plan Facilities Proposed Construction with Tract 4968

1. Intake and Transmission Facilities

lake Pur	mp Standy Generator			
	imated Cost		S	1,750,000,00
JPJ 15.1	9% Share		\$	265,825.00
Total Int	ake and Transmission Constru	ction	\$	265,825.00
	er Extraction Facilities			
3. Water Treat	ment Facilities*			
Total Est	imated Cost 450 GPM Expansion		œ	1,631,000.00
JPJ 38.2			S	
I OTAL WA	ter Treatment Construction		\$	556,000.00
4. Water Distr	ibution and Storage Facilities*			
2344 LF	12" Water Main	47.00	\$	110,168.00
150 LF	8" Water Main (Millerton Rd)	30.00	\$	4,500.00
	Connection to existing main	6,000.00	\$	12,000.00
6 EA	12" Gate Valve	2,700.00	\$	16,200.00
	Subtotal		\$	142,868.00
	15% Contingency		\$	21,430.20
	20% Engineering, Environmental, Legal Etc		\$	28,573.60
Total Wa	ter Distribution and Storage Co	onstruction	\$	192,871.80
5. Wastewater	Treatment Facilities			
Purchase	17 Unit Capacity		\$	111,775.00
	nit Reserved Capacity		\$	(328,750.00)
Total Wa	stewater Treatment Construction	on	\$	(216,975.00)
6. Wastewater	Collection Facilities*			
4350 LF	8" Sewer Main	25.00	5	108,750.00
65 LF	8" Sewer Main (Millerton Rd)	30.00		1,950.00
	Sewer manhole	2,500.00		42.500.00
1100 LF		20.00		22,000.00
	Subtotal		\$	175,200.00
	15% Contingency		\$	26,280.00
	20% Engineering,			
	Environmental, Legal Etc		_\$_	35,040.00
Total Wa	stewater Collection Facilities		\$	236,520.00
	Effluent Disposal Facilities*			
2452 LF		21.00	\$	51,492.00
245 LF		32.00	\$	7,840.00
	Subtotal		\$	59,332.00
	15% Contingency		\$	8,899.80
	20% Engineering,		•	14 000 40
	Environmental, Legal Etc		\$	11,866.40
Total Red	laimed Effluent Disposal Facili	ties	\$	80,098.20

^{*} Estimate from Opinion of Probable Construction Cos Gateway Engineering 1-4-201

EXHIBIT D

Millerton New Town Infrastructure Specific Plan Facilities Proposed Construction with Tract 4968

1. Marina Drive

No proposed construction

2. Traffic Signal Millerton Rd & Marina

No proposed construction

3. White Fox - Marina Parkway

No proposed construction

4. Collector Roads

Lakeridge and S	Sunset Drives*		
147,956 SF	AC Pavement (2.5" AC over 8" AB)	2.75	\$ 406,879.00
1 LS	Bridge	710,350	710,350.00
4,447 LF	Concrete Curb & Gutter	8.65	38,466.55
10,360 SF	Sidewalk	3.00	31,080.00
1 LS	Signing and Striping	2,500	2,500.00
	Subtotal		\$1,189,275.55
	15% Contingency		\$ 178,391.33
	20% Engineering,		\$ 237,855.11
	Environmental, Legal Etc		
Total Collector Roads			\$1,605,521.99

5. Millerton Road Improvements

Permanent Improvements*	\$ 270,850.00
15% Contingency	40,627.50
20% Engineering, Environmental, Legal Etc	54,170.00
Total Millerton Road Improvements	\$ 365 647 50

6. Community Park

No proposed consruction

^{*} Estimate from Opinion of Probable Construction Cost Gateway Engineering 1-04-2018

R. Heyman 1-10-2018