

LANDSCAPE ARCHITECTURAL DESIGN AGREEMENT MELTON DESIGN GROUP, INC. and WEED RECREATION & PARK DISTRICT

This AGREEMENT, submitted on the 17th day of August 2026 shall be

BETWEEN

CLIENT: WEED RECREATION and PARK DISTRICT
Nancy Miller, District Administrator
161 E. Lincoln Avenue, Weed, CA 96094
530-925-4470 / WRPDMiller@outlook.com

AND

CONSULTANT: MELTON DESIGN GROUP, Inc. (MDG)
Gregory Melton, President/CEO
820 Broadway Street, Chico, CA 95928
530-899-1616 / Greg@meltondg.com

PROJECT: Weed Recreation and Park District Master Plan

SECTION 1 – SCOPE OF SERVICES

The following is an outline of the proposed scope of services for Recreation, Landscape and Open Space Specific Plan package.

TASK 1 – ESTABLISH PLAN VISION, GOALS and OBJECTIVES; PROJECT COORDINATION

- 1.1 Meet with the Client and Team to kick-off the project, discuss the Scope of Work and specific needs for the project and the community.
 - Confer with key stakeholders, including community groups, District officials and relevant organizations to ensure their input is integrated into the project vision.
- 1.2 Ongoing project coordination and regular project meetings throughout the project to ensure seamless collaboration.
- 1.3 Perform Quality Assurance and Quality Control throughout project.
- 1.4 Develop the plan to will identify the key actions and priorities for the District to move forward, including key milestones.
- 1.5 Create a project schedule with specific milestones and deliverables throughout the project for all tasks.

DELIVERABLES:

- ◆ Kick-off Meeting with Client and Team
- ◆ Schedule with Completion Milestones
- ◆ Periodic Status Reports to the Client
- ◆ Action Plan

TASK 2 – EVALUATE EXISTING FACILITIES and CONDUCT ECONOMIC ASSESSMENT

Team MDG will do a deep dive into researching all existing plans and documents, as well as assessing all recreation sites in order to properly understand the full picture of the recreation opportunities Weed has to offer. The goal of the economic analysis is to identify unique insights and develop innovative funding strategies that align with the District’s priorities

- 2.1 Review Existing Documents – Research all available records and existing planning documents relevant to the Parks and Open Space system and recreational offerings.
 - Review existing documents and plans that may be incorporated into the Parks and Recreation Master Plan.
 - Review local existing design guidelines, standards and policies for the development of future recreational sites.
- 2.2 Economic Assessment – Assess historical District budgets, funding allocations and revenue sources for the Parks and Recreation Department to inform long-term budgeting strategies.
 - Analyze maintenance budgets and costs for each park and evaluate maintenance and operations to identify economic performance and budgeting improvement opportunities.
 - Evaluate historical data on operations and maintenance costs to analyze trends and identify cost savings.
- 2.3 Site Visit and Analysis – Conduct site visits of all existing parks, trails, waterways, open spaces, athletic fields / facilities and community centers to verify and update existing conditions data.
 - Capture high-quality aerial drone footage and photographs to confirm current conditions across all project locations.
 - Confirm utilities and drainage locations on existing utility maps and onsite.
 - Consider the capacity of each amenity as well as their functionality, accessibility, condition, comfort and convenience.
- 2.4 Assess and Inventory – Review collected data and create a report summarizing existing conditions and amenities of all parks.
 - Inventory and assess all recreation facilities, and identify gaps between local agency based on amenities, functionality, inclusive, accessibility, condition, comfort, convenience, theming, wellness and other relevant criteria.
 - Identify gaps between local agency plans, programs and areas where elements and facilities can be enhanced regarding recreation and open space within the District.
- 2.5 Opportunities Analysis – Evaluate areas for improvement as well as undeveloped or proposed park and open space areas.
 - Discuss opportunities and constraints of existing and proposed facilities.
 - Evaluate land acquisition opportunities and the future development of parks, trails, open spaces and recreation facilities.

DELIVERABLES:

- ◆ Report summarizing existing conditions and opportunities

TASK 3 – COMMUNITY OUTREACH and NEEDS ASSESSMENT

Team MDG works with the Client and the Community through Outreach Events, in a collaborative process to first identify their needs and wants, then to create a prioritized program that best represents these. This phase includes multiple opportunities and elements to provide an engaging process for all involved. will

evaluate the needs assessment to develop targeted recommendations for improvement projects, facility modifications and new opportunities, ensuring alignment with the project goals.

- 3.1 Community-Wide Survey – Conduct a community-wide survey through multiple outreach channels to assess community priorities and degree of satisfaction with current amenities and offerings. Survey results will be analyzed Districtwide and per neighborhood.
 - Outreach channels could include but are not limited to online surveys, stakeholder focus groups, community events, pop-up sites and neighborhood meetings.
 - Attend and facilitate a minimum of three (3) pop-up outreach events.
 - Review and summarize survey results.
- 3.2 Analyze correlations between various groups and park amenity use. Identify potential improvements.
- 3.3 Prepare Outreach Materials – Create multiple avenues for public engagement in the project.
 - Provide handouts, fliers and other outreach materials to invite the public to engage with the project.
- 3.4 Community Engagement – Lead and facilitate community outreach meetings (public workshops, community meetings onsite site walks, pop-up events, etc.) by preparing and delivering presentations to engage participants and gather valuable community input. Some of these meetings can be held onsite at existing parks to better immerse participants in the collaborative outreach process.
 - Four (4) work group meetings.
 - Three (3) focus group meetings.
 - Minimum of one (1) District meeting.
- 3.5 Project Website – Manage an online engagement tool to share ideas with community members and keep them apprised of updates, incorporating tools such as interactive maps, surveys, comment forms, etc.
 - Create and maintain content for the District’s project website with periodic updates.
- 3.6 Meet with Client and other key stakeholders to assess park conditions, understand community issues and vet recommendations.
- 3.7 Prioritization and Recommendations: Document goals and criteria for evaluating and prioritizing recommended projects to achieve stated goals. This may include community impact, cost-effectiveness, alignment with District goals and ease of implementation.
 - Improvement projects.
 - Modifications to existing facilities.
 - Acquisition opportunities.
 - New programs.
 - Funding and budget opportunities.
 - Propose funding strategies to enhance the maintenance fund for park and recreation facilities. Evaluate facility rental usage, fee schedules and park programming with comparisons to other communities to recommend increased programming, expanded opportunities and revenue growth.
 - Analyze cost-saving opportunities and operational efficiencies to optimize resource allocation and operations without compromising service quality.
 - Include an analysis of the long-term financial sustainability of the parks system, considering the costs of ongoing maintenance, operations and necessary upgrades.

- Analyze the impacts of Measures U and E on current and future department funding opportunities; make key recommendations for the allocation of available funds to specific recreational assets to improve and expand the community's facilities while leveraging opportunities to increase revenues.

DELIVERABLES:

- ◆ Online Public Input Questionnaire and a Summary of Input Received
- ◆ Project Website, Content and Periodic Updates
- ◆ Public Workshop and Meeting Materials
- ◆ Report Summarizing Existing Conditions, Needs and Economic Assessments and Recommendations

TASK 4 – CONCEPTUAL DESIGNS, VISIONS and COSTS

- 4.1 Create initial conceptual designs for each park.
- 4.2 Provide inspiration boards and renderings per park.
- 4.3 Revise plans after review and comments of each design from Client.
- 4.4 Coordinate and review the project description of each project
- 4.5 Provide a key plan that identifies park location and program with element locations within the project site.
- 4.6 Develop preliminary cost analysis for each park site and connecting elements.

TASK 5 – CONDUCT ECONOMIC FEASIBILITY STUDY

In this process, we will conduct more detailed studies of all existing park and recreation facilities to guide informed decision-making for future improvements.

- 5.1 Perform a comparative analysis of the parks system with similar communities.
- 5.2 Analyze the park system usage, needs and interests of the community today and projecting for the next 15 years based on anticipated demographic, economic and sociologic changes.
 - General Plan growth projections and level-of-service standards will provide some of the framework for this analysis.
 - Review recent planning permit project status lists to identify areas with current development.
 - Use Districts's registration data for recreational programming statistics.
- 5.3 Conduct a study on the usage of each park to highlight park types and which parks get more use from residents. Identify unique park characteristics and annual usage percent by visitors and locals.
 - Analyze demographic data to ensure the needs assessment considers the diverse population.
- 5.4 Identify emerging trends and needs from national and regional studies, regional collaborations and stakeholder input.
- 5.5 Seek opportunities for the incorporation of technology and art in non-traditional ways to enhance existing and new amenities.
- 5.6 Seek opportunities to enhance inclusion and accessibility at existing and new recreation sites.

DELIVERABLES:

- ◆ Gap Analysis Report Consolidating Findings of Needs Assessment

TASK 6 – FINALIZE IMPLEMENTATION PLAN

This task involves refining the implementation strategy with Client Staff to detail scheduling, costs and funding sources, creating a clear roadmap to achieve the Master Plan’s vision.

- 6.1 Develop a detailed, phased implementation program with short-term wins and long-term sustainability, incorporating stakeholder feedback, cost estimates and potential funding sources.
 - Assemble all elements of the Master Plan, including existing conditions analysis, public outreach results, needs assessments, recommendations and implementation strategies, into a cohesive well-organized document.
 - Provide draft of Master Plan Document to Client for internal review and input. Facilitate meetings as needed to discuss feedback and clarify any concerns or questions.
 - Incorporate feedback and revisions to ensure accuracy, clarity and alignment with project goals.
- 6.2 Provide estimates of annual costs (capital, operating, maintenance and replacement) and funding strategies and recommendations.
- 6.3 Finalize Master Plan Document – Prepare the final version of the Master Plan, ensuring it reflects the project vision and provides a clear roadmap for implementation over the next 5, 10 and 15 years.
 - Conduct a final review meeting with Client Staff to ensure all feedback has been incorporated and the document is ready for submission.
- 6.4 Submission and Presentation – Submit the finalized Master Plan document to the Client and present to the District Board for approval.
- 6.5 Post-Finalization Support – Provide support for additional questions, clarifications or minor revisions that may arise after the submission of the final document. Offer guidance on the initial steps of implementation, ensuring a smooth transition from planning to action.

DELIVERABLES:

- ◆ Administrative Draft of the Master Plan Document, hard copies and electronic copies, PDF format.
- ◆ Final Draft of the Master Plan Document hard copies and electronic copies, PDF format.

COST SUMMARY PER TASK

TASK 1: ESTABLISH PLAN VISION, GOALS and OBJECTIVES	\$ 4,000
TASK 2: EVALUATE EXISTING FACILITIES and CONDUCT ECONOMIC ASSESSMENT	\$ 8,500
TASK 3: COMMUNITY OUTREACH, NEEDS ASSESSMENT	\$ 11,200
TASK 4: CONCEPTUAL DESIGNS, VISIONS, COSTS	\$ 22,400
TASK 5: CONDUCT ECONOMIC FEASIBILITY STUDY	\$ 7,600
TASK 6: FINALIZE IMPLEMENTATION PLAN	\$3,700

TOTAL: **\$ 57,400**

Billing will occur monthly on an hourly basis. If the project scope changes in a way that could cause the additional or less work beyond this contract, Landscape Architect will either bill less or dictate an addendum to contract and notify owner prior to exceeding the estimate. Estimated reimbursables are included for

production of project and Outreach display materials. Mass production for Client or meetings will be billed per the attached fee schedule.

SECTION 2 - BASIS OF COMPENSATION

Compensation due Consultant for services described in Section 1 shall be as stated above. Charges for Services described in Section 1 shall be billed monthly in proportion to the work completed. Client agrees to pay Consultant within thirty (30) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received. For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with MDG's Schedule of Rates. Schedule of Rates to be provided at the time Additional Services are requested.

SECTION 3 - ADDITIONAL SERVICES

Services not described in Section 1 shall be provided if authorized in writing by Client.

Additional Services include but are not limited to:

1. Additional meeting, site visits or inspections during construction.
2. Work involving environmental impact reports or initial study.
3. Work involving making or processing applications for additional permits.
4. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents outlined in Section 1.
5. Any service or reimbursable expense not included in or in excess of Section 1 that are provided by Melton Design Group, Inc. at your request or concurrence.

MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for the time of 6 months, after which, if a contract has not been executed, MELTON DESIGN GROUP, INC. reserves the right to revise billing rates and fee amounts.
2. If the Client deems a delay of scheduled deliveries or other due dates is needed, the Client may do so by written notice to the Consultant. Delays of six (6) months or more will result in a fee increase of 5% every six (6) months while the project is delayed.
3. Charges for Services shall be billed in proportion to the work completed. Invoices are due and payable within 30 days of receipt. Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received.
4. This Agreement is construed and governed by the laws of the State of California. The venue for any proceeding brought by either Party in regard to any provision or obligation arising under this Agreement shall be in the county where the project is located.
5. This Agreement is the entire and integrated agreement between Client and MDG and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and MDG.
6. If any term or provision of this Agreement is held as a matter of law to be unenforceable or invalid for

- any reason, the remainder of this Agreement shall continue in full force and effect and be enforceable without such provisions, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
7. Neither Client nor MDG shall assign this Agreement without the written consent of the other.
 8. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
 9. MDG agrees to provide its professional services with its best skill and judgement in accordance with this Agreement; Federal, State and local laws and regulations and the generally accepted Standard of Care for Landscape Architects which are in effect at the time of this Agreement in all ways to further the interest of the Client and project(s). MDG shall furnish the services in an efficient manner and shall use its best efforts to see that the project is completed in conformity with the terms of this Agreement and consistent with the interest of the Client.
 10. MDG shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action and other data supplied to MDG for the project.
 11. MDG agrees that its officers and employees do not now have a conflict of interest with respect to any aspect of this Agreement and that MDG, its officers or employees, will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of services.
 12. MDG shall maintain in force throughout the term of this Agreement insurance adequate by industry standards for professional liability and comprehensive general liability to insure against any claim or claims for damage arising in connection with MDG's performance or service provided under this Agreement.
 13. Irrespective of any other term in this Agreement, MDG shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another party's errors or omissions or for another party's failure to complete their work or services in accordance with MDG's documents.
 14. Both Client and MDG agree to indemnify the other Party; its officers, directors, employees and agents; defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except to the extent arising solely from the gross negligence or willful misconduct of either Party.
 15. Client and MDG waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. MDG's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against MDG for claims, disputes or other matters in question arising out of or relating to the Project.
 16. Neither the Client nor MDG shall have any liability for any negligent act or omission of the other, its employees, officers or agents. In no event shall either Party be liable to the other Party for indirect or consequential loss of or damage to profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.
 17. To the extent damages are covered by property insurance during construction, Client and MDG waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or MDG, as appropriate, shall require of the contractors, consultants,

- agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
18. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
 19. MDG shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting standards. Such records shall be available to the Client or the Client's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Client shall have the right to audit and to verify the details set forth in MDG's billings, certificates and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.
 20. If either Party to this Agreement institutes a proceeding in court to enforce any provision of this Agreement, or for damages by reason of any breach of this Agreement, then the Prevailing Party will be entitled to recover from the other Party all costs of the suit, including, without limitation, court costs and such amounts as the court may award as reasonable attorney's fees and expenses for services rendered to the Prevailing Party during the proceedings.
 21. MDG shall treat any Client-supplied information or information pertaining to the Client's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Client in writing.
 22. All drawings, documents, etc. prepared by MDG and MDG's sub-consultants in the course of implementing this Agreement are and remain the property of MDG. The Client has the right to use such materials at its discretion for the project named in this Agreement without further compensation to MDG or to any other party. The Client's use of provided drawings, documents, etc. and/or the use of incomplete documents outside of the project specified in, or the purpose intended by, this Agreement without written authorization from MDG is not permitted. Any such use will be at the Client's sole risk. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MDG, and any of MDG's sub-consultants, for any claims, damages, losses and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to, any of the Project Documents not performed by MDG.
 23. This Agreement may be amended by written agreement of the Parties.
 24. This Agreement may be terminated by either party with or without cause, provided the other party is given not less than five calendar (5) days' written notice of intent to terminate (delivered by certified mail, return receipt requested). Client shall pay MDG the reasonable value of services rendered by MDG or MDG sub-consultants prior to termination.
 25. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:
Landscape Architects Technical Committee
2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230



Let us know if you have any questions concerning this proposal. If the above meets your approval, please sign and return a copy.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Melton', is written over a light blue horizontal line.

Greg Melton, President / CEO
Principal Landscape Architect RLA #4217
Melton Design Group, Inc.

2026 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$240.00 / hour
Civil Engineer	\$225.00 / hour
Senior Project Manager	\$215.00 / hour
Project Manager	\$190.00 / hour
Project Designer	\$170.00 / hour
Irrigation Specialist	\$175.00 / hour
Senior Production Specialist	\$150.00 / hour
Production Specialist	\$135.00 / hour
Administration	\$110.00 / hour
Drone Pilot Technician	\$205.00 / hour

REIMBURSABLE EXPENSES

B & W Copies 8.5 x 11	\$.45 each
B & W Copies 11 x 17	\$.70 each
Color Copies 8.5 x 11	\$ 1.70 each
Color Copies 11 x 17	\$ 3.20 each
Binding Covers 8.5 x 11	\$ 3.90 each
Binding Covers 11 x 17	\$ 7.50 each
B & W 24 x 36 Print	\$ 7.20 each
B & W 30 x 42 Print	\$10.50 each
Color 24 x 36 Print	\$37.00 each
Color 30 x 42 Print	\$54.00 each
Foam Core 24 x 36	\$16.40 each
Foam Core 30 x 42	\$19.60 each
Flash Drive	\$12.25 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.80 per mile



I hereby authorize Melton Design Group, Inc. to proceed with the work as set forth in this contract.

Date: _____ By: _____

Print Name: _____

Title: _____

Company: _____

State of Incorporation: _____ Federal Tax ID #: _____

NAME AND ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name and Title: _____

Company Project # or Reference Name: _____

Phone #: _____ Email: _____

Mailing Address: _____

State / Zip Code: _____

If more than one recipient for billings, please add Email below.

Email: _____

All checks are to be mailed to:

**Melton Design Group, Inc.
820 Broadway Street
Chico, CA 95928**

Billing Questions:

**Teresa Walsh, Controller
(530) 899-1616, Teresa@meltondg.com**