

TAHOE REGIONAL PLANNING AGENCY

P.O. Box 1038
Zephyr Cove, Nevada 89448-1038

195 U.S. Highway 50
Round Hill, Zephyr Cove, NV

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(702) 588-4547

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TAHOE REGIONAL PLANNING AGENCY AND DOUGLAS COUNTY

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BARBARA REED
CLERK

BY *[Signature]* DEPUTY

I. BACKGROUND

The purpose of this Memorandum of Understanding is to confirm agreement between the Tahoe Regional Planning Agency (TRPA) and Douglas County regarding preparation of the Community Plan for Stateline, Lower Kingsbury, and Roundhill, Nevada.

II. DOUGLAS COUNTY RESPONSIBILITIES:

- A. Douglas County agrees to designate a project manager and contract manager for purposes of consultant management and such other duties as may be required to implement this agreement including responsibility for managing the Consultant, and coordinating the activities of the Planning Committee.
- B. Douglas County agrees that, although funds contributed to completion of the Douglas Community Plan will be held in the County general fund, it will maintain adequate financial records to document receipt and expenditure of said funds solely for completion of the scope of work and environmental documentation for the Community Plan as agreed upon between Douglas County, TRPA and the Planning Committee. Douglas County further agrees to make such records available to TRPA on request.
- C. Douglas County agrees to coordinate closely with the Community Planning Team (see membership roster, attachment #1) and to direct the consultant in a manner consistent with Chapter 14, and other appropriate provisions of the TRPA Compact, Goals and Policies Plan and Code of Ordinances, and the agreed-upon scope of work contained in the attached contract (attachment #2), as may be amended through agreement of the parties to this agreement.

III. TRPA Responsibilities

- A. TRPA agrees to appoint a project director for such duties and responsibilities as may be required and provided by this agreement to complete the Douglas Community Plan.
- B. TRPA agrees to contribute \$20,000 in support of completion of the attached scope of work, as well as such staff support and other resources as may be necessary and within the ability of the TRPA to provide.
- C. TRPA agrees that its contribution will be deposited with Douglas County upon execution of this agreement along with the following contributions from the identified participants of the process:

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DOUGLAS COUNTY PUBLIC WORKS

COMMUNITY DEVELOPMENT

Park Cattle Company	\$30,000
South Tahoe Gaming Alliance	\$30,000
Project proponents	\$30,000
Tahoe/Douglas Chamber of Commerce	\$30,000
Douglas County	\$30,000
TRPA	\$20,000
	<u>\$170,000</u>

IV. Joint Responsibilities

- A. TRPA and Douglas County Agree that all products shall be reviewed by the Planning Committee and a determination made that the product is satisfactory prior to the contractor being paid for any product or portion thereof.
- B. TRPA and Douglas County agree that the contractor for the Community Plan shall be EDAW Inc. which was selected by the Planning Committee following the circulation of Requests for Qualifications, review of responses, circulation of Requests for Proposals, review of proposals submitted, and interview of finalists as provided by the TRPA's rules for consultant selection, and concurred in by the Planning Committee.
- C. TRPA and Douglas County agree that unexpended funds at the end of the project shall be redistributed based on proportionate share of contribution.

TRPA and Douglas County further agree that any proposed changes to the scope of work and/or budget for the consultant's work will be subject to prior approval by the Planning Committee.

TRPA and Douglas County agree that any disagreements between their respective project managers shall be resolved jointly by the TRPA Executive Director and The Douglas County Public Works Director.

V. General Provisions

- A. The necessary environmental documentation for the Community Plans shall be prepared under this agreement, and the consultant may be EDAW Inc., but in any event a separate three party contract between TRPA, Douglas County, and the Consultant will be entered into for the purpose of complying with TRPA's rules regarding preparation of environmental documents through third party consultants.
- B. Any products resulting from the work covered under this agreement shall be made available to TRPA, Douglas County, and the members of the Planning Committee.
- C. No member of the TRPA, Douglas County, or the Planning Committee, shall be the recipient, directly or indirectly, of any of the funds covered by this agreement except in an official capacity.

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D. This agreement shall remain in effect until the Community Plan is complete, including certification of environmental documentation and adoption of the Community Plan by the TRPA and Douglas County or until modified or terminated by mutual agreement of TRPA and Douglas County.

W.A. Morgan

William A. Morgan,
Executive Director
TRPA

Michael Fischer

~~Jerry Bing~~ Michael Fischer
Chairman
Douglas County Commission

Date: 3 May 88

R. Strong

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TAHOE DOUGLAS COMMUNITY PLAN
PLANNING COMMITTEE

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Douglas County Planning
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(588-4547)

John Renz
Douglas County
Public Works Department
P. O. Box 218
Minden, NV 89423
(782-9000)

Others participating in the planning process but not named by Douglas County
to the Planning Committee:

Mike Van Wagenen
South Tahoe Gaming Alliance

Ron Alling
Zephyr Cove; representing Steve Bourne

Gordon DePaoli
Reno; representing Park Cattle Co.

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STANDARD SERVICES AGREEMENT

This Agreement is made as of December 18, 1987, by and between Douglas County, Nevada ("Client") and EDAW, Inc., a California corporation.

As provided in this Agreement, EDAW will provide professional planning and design services for the following project (the "Project"):

Preparation of Community Plans for the Commercial Districts of Douglas County at Lake Tahoe.

Section 1. Scope of Services

- (a) EDAW will provide the "Basic Services" described in attached Schedule 1. The Basic Services will be provided in four phases ("Phases") as identified in Schedule 1. Each Phase shall be approved and accepted by Client, in writing, upon completion of such Phase(s). In addition, if authorized by Client, EDAW will provide the "Additional Services" described in attached Schedule 2. The Basic Services and the Additional Services authorized by Client shall be paid for by Client as provided below.
- (b) Certain of the Basic Services and Additional Services may be performed by consultants to EDAW, but EDAW will remain responsible for the full performance of such services.

Section 2. Fees for Services

- (a) EDAW's fees for Basic Services for each Phase described in Schedule 1 shall be as set forth in attached Schedule 3. EDAW's fees for Additional Services shall be billed on an hourly basis at EDAW's current standard rates or as stated in Schedule 2. EDAW's current hourly rate schedule is attached hereto as Schedule 4. EDAW's hourly rate schedule is adjusted on April 1 and October 1 of each year.
- (b) Fees and expenses of consultants to EDAW for services included within Basic Services or, where approved by Client, Additional Services shall be paid by Client in the amount invoiced to EDAW plus ten percent (10%) for handling and indirect costs.
- (c) Fees for any work required on an overtime basis, such as staffing to meet unanticipated expedited scheduling, will be invoiced at 1.5 times the normal billing rate.

- (d) The fees provided for in this Section 2 are based upon the assumption that Basic Services will be concluded, without Project delays. If the client causes a delay in the project schedule, as set forth in Schedule 1, of more than 30 days, EDAW shall have the right to collect an additional service fee of 2% of the total compensation described in Schedule 3. If, for any reason other than the direct fault of EDAW, services to be performed hereunder are delayed or suspended for more than sixty (60) days, EDAW's fees shall be increased based upon agreement to be negotiated between EDAW and Client.
- (e) In the event of extra services, "Reimbursable Expenses" shall include actual expenditures made by EDAW in the interest of the Project and will be billed at the actual cost to EDAW plus ten percent (10%) for handling and indirect costs. Reimbursable Expenses shall include, without limitation, costs of items such as the following:
- (i) Copying of drawings, specifications, reports, cost estimates and other documents prepared in connection with the services of EDAW under this Agreement.
 - (ii) Duplicate mylars and other photographic products.
 - (iii) Renderings and models prepared by vendors.
 - (iv) Special models, perspectives or other promotional materials approved in advance by Client.
 - (v) Messenger service, special mailing, long distance telephone calls, telex and telecopy charges.
 - (vi) Fees and expenses of special consultants.
 - (vii) Cost of commercial carrier, public transportation, lodging, car rental, subsistence and out-of-pocket expenses. Private automobile travel will be provided at \$0.25 per mile.
 - (viii) Cost of computer time (CADD and other data processing).

Section 3. Payment Terms

- (a) An initial payment of \$15,500.00 shall be made upon execution of this Agreement, which amount will be credited to the outstanding balances on the final invoice(s) submitted to Client.
- (b) For each four (4) week period ("billing period") EDAW will submit invoices to Client for services and Reimbursable Expenses. Amounts invoiced for Basic Services will be in proportion to the services performed within each Phase during the preceding billing period and amounts invoiced for Reimbursable Expenses, consultants' fees and Additional Services will be based on amounts incurred and services performed prior to the invoice date.

- (c) Invoices are due and payable upon receipt. Interest, at the highest rate permitted under applicable law, will accrue on all accounts not paid within forty-five (45) days of the invoice receipt date and, in addition, Client shall pay all costs and expenses, including without limitation, reasonable attorneys' fees and expenses incurred by EDAW in connection with the collection of overdue accounts of Client. The Client will have a reciprocal right to reasonable attorney's fees incurred due to the collection of unfounded or inaccurate invoices.

Section 4. Client's Responsibilities

Client agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by Client for the performance of EDAW's work. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of EDAW's work.

Section 5. Termination

This Agreement may be terminated by either Client or EDAW by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay EDAW for services and Reimbursable Expenses performed or incurred prior to the termination date.

Section 6. Access to the Site; Photographs

EDAW and EDAW's employees and consultants shall have access to the Project site at all reasonable times and shall be permitted to photograph the Project during construction and upon completion for its records and future use.

Section 7. Use of Documents

Plans, drawings and specifications prepared or provided by EDAW hereunder are prepared for this Project only, but may be used by EDAW for purposes of illustrating the scope and nature of project involvement. EDAW shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the Project without the written agreement of EDAW, and Client agrees to indemnify EDAW and hold EDAW harmless from and against any and all claims, demands, losses, costs, liabilities and damages arising out of or related to such unauthorized use.

Section 8. Arbitration

Any disputes, claims or other matters arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration in Douglas County, Nevada, in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event of any arbitration or other legal proceedings pertaining to this Agreement, including the enforcement of any arbitration award, the prevailing party shall be entitled to recover all legal expenses incurred including reasonable attorneys' fees.

Section 9. Miscellaneous

- (a) Client and EDAW each bind itself and its successors and assigns to this Agreement. Neither Client nor EDAW shall assign or transfer its interest in this Agreement without the written consent of the other.
- (b) This Agreement represents the entire Agreement between Client and EDAW. This Agreement may be amended only by a writing signed by both Client and EDAW.
- (c) This Agreement shall be governed by Nevada law.

EDAW, Inc.,
a California corporation

Douglas County,
State of Nevada

By *David H. Blau*
David H. Blau
Its Vice President

By *Michael Fischer*
Michael Fischer, Chairman Douglas County
Board of Commissioners
Its _____

By *Laurence A. Kennings*
Laurence A. Kennings
Its Principal

Handwritten signature

SCHEDULE 1

Basic Services

SCOPE OF WORK

PHASE I -- PROJECT INITIATION/INITIAL ASSESSMENT

Task 1 -- Project Initiation

Methodology: Prior to the preparation of the final Scope of Work, the EDAW team will meet with County staff and, if necessary, members of the planning team, to determine the exact intent of every task and the specific products anticipated. It is our intent to make the COMMUNITY PLANS FOR COMMERCIAL DISTRICTS useful, rather than documents that merely meet the letter of the law. During this phase, we will work with County staff to establish a more refined schedule, that includes dates for planning team meetings.

The optional tasks that are proposed in this Scope of Work, including Community Workshops, additional tasks by ERA and further biological and archaeological analysis, should be reviewed at this time and decisions made on which items to proceed with.

Additionally, we are assuming that a Focused Environmental Impact Statement will be required as a part of this assignment, with an emphasis on traffic, air quality, noise, visual effects and hydrology. We will use the recently prepared "Roundhill to Stateline Transmission Line EIS" as a model for format and level of detail. We also assume that TRPA and Douglas County will prepare the Notice of Preparation for this EIS.

We propose that an EXPECTATIONS WORKSHOP be held to clearly define the intentions and perceptions of the planning team and the Steering Committee.

Products: A refined Scope of Work and schedule. EXPECTATIONS WORKSHOP.

Schedule: First two weeks of assignment.

Team Members: EDAW's Principal-in-Charge, Larry Kennings, Project Manager, Shelley Poticha, and Project Designer, Larry Dodge.

Task 2 -- Assemble Existing Data

Methodology: The EDAW team will identify, with the assistance of County staff and other organizations, all the sources of information pertinent to the Community Plans and the environmental documents. These sources will include the Douglas County, TRPA, South Lake Tahoe, States of California and Nevada transportation departments, individual private development projects, chambers of commerce, and knowledgeable individuals. The consultant will also review TRPA models and standards for use in subsequent tasks. These models include those used in determining surface runoff loads and traffic. EDAW is familiar with and has used the CALINE 4 air quality model. IPES files will also be reviewed where applicable.

The purpose of the preliminary review will be to familiarize the consultant team with the available data and key development issues that will be the focus of detailed analysis in the subsequent phases.

Products: Data base and library of materials and analytic techniques for use by the planning team. Identification of additional field work that may be necessary to complete the environmental impact statement.

Schedule: First three weeks of assignment.

Team Members: EDAW, ERA, TJKM staff at various levels depending upon the data sources.

Task 3 -- Refine Base Maps

Methodology: The EDAW team will work with the County, to prepare drafted base maps of the commercial districts. Using the County's assessor maps, we will prepare accurate base maps that could be digitized by the County into a computerized database at a later date.

Products: Stable base mylar maps at 1" = 100' scale for the Community Plan Areas.

Schedule: First month of assignment

Team Members: EDAW staff.

Task 4 -- Review Existing Data; Existing Standards for Adequacy and Relevance; Statement of Needs and Opportunities. Determine Existing Conditions.

Methodology: Each member of the EDAW team will review their portions of the existing data (e.g., community facilities, environmental, economic, transportation, land use, proposed development projects) and existing plans and standards to determine how much of the existing material can be used in developing the new plans. Particular attention will be given to TRPA's January 7, 1987 Plan Area Statements and to the various regional performance targets and best management practices.

Products: A thorough review of the existing data and existing standards and an evaluation of the usefulness of the material. A list of new data or new field work needed to complete the updated plan will be prepared as appropriate. Statement of needs and opportunities to be included in the Phase I, Initial Assessment Report.

Schedule: First month of assignment.

Team Members: EDAW, TJKM, ERA staff as necessary.

Task 5 -- Review Goals and Objectives: Identify Possible Constraints

Methodology: A preliminary set of goals and objectives would be established as a greater elaboration of the Regional Plan Goals and Policies. The purpose of setting such Community

Plan Goals and Objectives is to give immediate focus and direction to analysis conducted during the Initial Assessment, the Preliminary Plan and the Community Planning Phases. We propose to hold two workshops with the Steering Committee -- one during the third week to be followed by the second a week later.

Products: A written review of the existing goals and objectives to determine their significance to the current planning effort; a meeting with the planning team to discuss potential community plan goals and establish new goals as necessary and two workshops with the Steering Committee. A written set of tentative goals and objectives that would be used, revised and clarified throughout Phase I. The Tentative Goals and Objectives would be presented in the Phase I report.

Schedule: First month of assignment.

Team Members: Planning Team, Steering Committee, EDAW.

Task 6 -- Community Workshop

Methodology: Using the information gathered in Phase I, EDAW will make a presentation at one Community Workshop. The purpose of this workshop is to inform the community at-large of the proposed project and its schedule.

Products: Informational workshop, written summaries of participant's comments.

PHASE IIa -- PRELIMINARY PLAN

Task 7 -- Prepare Land Use Data Base

Methodology: Using existing land use information, supplemented where needed for field review, a table will be prepared of existing land uses including vacant sites.

Products: Land use data base measured in appropriate units (e.g., acres of vacant land, estimated square footage of commercial/casino space, hotel/motel rooms, dwelling units).

Schedule: Weeks four and five of assignment.

Team Members: EDAW with help from TRPA, Douglas County.

Task 8 -- Review and Update: Demographic Forecasts

Methodology: The Consultant will review Douglas County and TRPA population, housing and employment projections prepared for the region and the County as a whole as well as for the commercial districts.

Products: Population, housing and employment section of the Phase II technical report and Existing Conditions section of the EIS. Estimate of employee housing need, including number of units and costs.

Schedule: Weeks four and five of the assignment.

Team Members: EDAW.

Task 9 -- Review Public and Community Facilities

Methodology: The Consultant, working with the County and TRPA staff, will analyze the water and sewer capacities and limitations within the commercial districts. The analysis will also include identification of public safety and social needs such as recreation, day care centers, schools, public health and other public facilities/services. The current level of public facilities/services will be compared against Regional Plan and other public service standards in order to help establish new standards and public facility/services needs in and around the commercial districts.

Products: Public and Community Facilities section of the Phase II report and Existing Conditions section of the EIS.

Schedule: Weeks four and five of assignment.

Team Members: EDAW.

Task 10 -- Prepare Needs Assessment

Methodology: One of the most important components of this process is the Needs Assessment which will determine the land use program for the three areas. The mix and amount of existing uses and their geographic and functional relationship will be determined and analyzed. The plan area uses will be compared to the regional use mix pattern.

As applicable, the demand for additional uses will be estimated (expressed in major commercial and tourist categories) for the short and long term. As applicable, future growth and shrinkage, as well as redevelopment opportunities will be estimated. The pattern of change will be evaluated in qualitative and quantitative terms. We will also estimate the unmet demand for public recreation opportunities in the three plan areas.

ERA will investigate the economic and market forces at work in the regional and local economy to determine the pressures for additional commercial development in Douglas County over the next 15 to 20 years. These forces include tourism, gaming, second home development, skiing, tax law differences between California and Nevada, etc. We will then compare the scenic and locational strengths and weaknesses of Douglas County to competing areas in the Tahoe basin and elsewhere.

The above analysis will enable us to estimate countywide demand for the following uses:

- casino hotels;
- smaller hotels which do not offer gaming or entertainment as central attractions;
- a conference facility independent of any hotel;
- recreational vehicle parks;
- housing for employees; and
- retail support facilities.

Products: Working paper on the tourism market support for additional development in Douglas County and 5-year and 20-year forecasts prepared for the baseline.

Schedule: Week eight of assignment.

Team Members: ERA.

Task 11 -- Analyze Current/Future Traffic Conditions

Methodology: Current 24-hour traffic volumes are required for all major arterials and important collector roads to adequately calibrate the traffic model and develop a data base upon which to project future traffic information. Using TJKM traffic counting equipment, daily counts will be taken on a maximum of 12 major arterials and important collector roads. A review of the counting program will be made with Douglas County and TRPA to obtain their approval as to the streets to be counted.

In determining future traffic projections, the Consultant would confirm the size of the areas to be studied. For example, the City of South Lake Tahoe redevelopment area which is immediately adjacent to Douglas County may be considered as part of the study area. Modification or adjustments to the study areas and traffic zones would occur with Douglas County and TRPA. Through the use of cordon stations along the external perimeter of the study area, it will be possible to account for external traffic that would proceed through the study area.

TJKM would use the MINUTP traffic model for all of the future traffic projection work. The MINUTP model will be developed to be compatible with the TRPA quick response model (QRS). The QRS model consists of fifty zones in Douglas County and the Consultant will establish a traffic zone pattern that will be contiguous with the TRPA model.

The first step in the traffic projection process would be to generate trips in each of the traffic zones. Using the MINUTP gravity model, it would first be necessary to calibrate the model by assigning trips from existing land use and comparing this with the traffic volume data base. After the model is calibrated, a series of traffic modeling runs would be made for several alternative circulation plans as determined by the Consultant with Douglas County and TRPA. In addition, traffic modeling runs would be made for varying degrees of model split and possible Transportation Systems Management (TSM) or vehicle miles traveled (VMT) reduction efforts. Both peak hour and daily models will be developed.

Information will be collected on land configurations. After evaluating geometrics at critical intersections, a capacity analysis for existing traffic volumes would be completed. The critical lane method of capacity analysis would be used and would show the results in volume-to-capacity (V/C) ratio and level of service (LOS). The final portion of this task would be to complete the capacity analysis on the existing street network for future traffic projects. Locations that exceed LOS C would be mapped in Task 14.

Products: Traffic counts, traffic forecasts, capacity analysis of the existing street system.

Schedule: By week eight of assignment.

Team Members: TJKM.

Task 12 -- Analyze Existing Archaeological Conditions (Optional)

Methodology: If deemed necessary, Archaeological Research Services will be contracted to prepare a literature search for the areas that extend beyond the "Roundhill to Stateline Transmission Line EIS" boundaries.

Products: Archaeology section of the Phase II report and Existing Conditions section of the EIS.

Schedule: Weeks four and five of the assignment.

Team Members: Archaeological Research Service.

Task 13 -- Analyze Existing Biological Conditions (Optional)

Methodology: If deemed necessary, BioSystems Analysis, Inc. will be contracted to prepare a survey of wildlife and biotic conditions in the areas that extend beyond the "Roundhill to Stateline Transmission Line EIS" boundaries. Special habitat and wildlife in the study area will be identified.

Products: Biological section of the Phase II report and Existing Conditions section of the EIS.

Schedule: Weeks four and five of the assignment.

Team Members: BioSystems Analysis, Inc.

Task 14 -- Map Environmental Setting Factors

Methodology: The Consultant will map the natural features and environmental setting factors, including existing proportion of impervious surface of developed and vacant land in and adjacent to the commercial districts. The mapping will include, if appropriate, stream environmental zones, fish habitat, air quality data (if available) and noise contours (if available). The analysis will include a survey of scenic, visual and landscape resources in the three commercial districts.

Products: Camera ready original maps at a scale and detail suitable for ongoing planning and for the EIS. Text describing existing environmental conditions.

Schedule: Weeks four through eight of assignment.

Team Members: EDAW.

Task 15 -- Map Opportunities and Constraints Within Each Commercial District

Methodology: Once the site and environmental characteristic maps, demographic and community facilities analysis is complete, a land capability analysis of a constraints and opportunities analysis will be prepared for each of the five commercial districts. Sensitive environmental areas, hazard zones, stream environment zones, locations with severe traffic congestion, areas with high development potential, areas with traffic impacts and other relevant characteristics will be identified and mapped.

Products: Map and text of Opportunities and Constraints.

Schedule: Weeks six through ten of assignment.

Team Members: EDAW.

Task 16 -- Prepare Refined Commercial Districts Objectives, Policies, Targets and Standards

Methodology: Using the data and the analysis work accomplished through Task 12, the Consultant team would prepare a proposed plan boundary, including those of the commercial incentive areas, and suggest estimations of the need for additional commercial floor area and hotel/motel accommodation. Objectives, standards, and targets would also be recommended for public recreation, vehicle trip reduction, land coverage targets, and other threshold related targets. Targets would also be established for employee housing.

Products: The Preliminary Plan for the three commercial districts.

Schedule: Weeks eight through ten of assignment.

Team Members: EDAW planning staff will prepare using materials developed by the entire team.

Task 17 -- Review of Results of Phase IIa With Steering Committee and Planning Team

Methodology: At a site convenient to the Steering Committee and Planning Team (e.g., the TRPA downstairs conference room), the EDAW team will review the results from Phase IIa in an informational forum. Where applicable, photographic slides of existing conditions and mapped data will be used to present the findings. Printed summaries of the presentation materials will be available to the Steering Committee and Planning Team, as will full-size prints of the mapped data. The main purpose of the forum is to present an analysis of the existing conditions found in each of the three community plan areas and to review the results of the needs assessment.

Products: Informational forum, written summaries of findings regarding existing conditions and needs assessments, photographic slide presentation (with script) suitable for presentation by community groups and decision-makers.

Schedule: During weeks eleven and twelve of assignment.

Team Members: EDAW, ERA, TJKM as needed at Informational Forum.

Task 18 -- Community Workshop

Methodology: Using the information prepared during Phase IIa, EDAW will make a similar presentation to a larger audience at a Community Workshop. The purpose of this workshop is to inform the community at-large of the proposed project, to present the existing conditions data and results of the needs assessment and to receive feedback from community members on their concerns about the project.

Products: Informational workshop, written summaries of participants' comments.

Schedule: Week twelve of the assignment.

Team Members: EDAW.

PHASE IIb -- WORK PROGRAM

Task 19 -- Prepare Work Program

Methodology: After the results of the first two Phases are reviewed by the Steering Committee and the Planning Team, EDAW will prepare a detailed work program for Phase III, including a schedule of tasks, involvement requirements for staff and the Steering Committee and Planning Team.

Products: A revised Scope of Work and Schedule, including meeting dates for the Steering Committee and involvement requirements for the Planning Team and other staff.

Schedule: Weeks eleven and twelve of the assignment.

Team Members: EDAW Project Manager, Planning Team Chairman.

PHASE III -- COMMUNITY PLANNING

Task 20 -- Refine Goals and Objectives (Optional)

Methodology: Based upon the review of the constraints and opportunities and goals from Phase I, the EDAW team will prepare a draft set of refined goals and objectives for the three plan areas. These draft goals and objectives will be submitted to the Steering Committee for review. A discussion of the refined goals will be held at a workshop session. Once the Steering Committee has approved the refined goals and objectives, the EDAW team will use them to evaluate the alternative land use plans.

Products: A draft set of refined goals and objectives, submitted to the Steering Committee one week before the review workshop. A review workshop to receive comments and approve the final goals and objectives.

Schedule: Draft goals and objectives submitted to Steering Committee during week thirteen of assignment. Review workshop held during week fourteen of assignment.

Team Members: EDAW.

Task 21 -- Identify Issues and Problems

Methodology: This task is based upon the assumption that the EDAW team was able to adequately identify the physical and political constraints and opportunities related to development in the five plan areas, as well as complete the needs assessment and identify standards during Phase IIa. If any refinement is necessary, additional planning efforts will be completed as soon as possible after Phase III commences. We will then conduct a workshop with the Steering Committee where we will spend approximately 1/3 of the allocated time reviewing the constraints or problems facing the five community plans. We will then identify the most important or most significant problems, isolating them from the less important ones. We will then spend approximately 2/3 of the workshop time generating ideas to solve those problems. Near the end of the workshop, we will again prioritize the ideas for the purpose of creating land use concepts for each of the three community plan areas. Each concept should represent the basis for a community plan. The EDAW team will then take each plan concept and prepare two or three alternative community plans for review at the next workshop.

Products: A review and prioritization of problems related to each of the three plan areas. A set of prioritized ideas to solve each problem. An idea or set of ideas representing a land use concept for each of the three plan areas.

Schedule: Workshop should occur during the fifteenth or sixteenth week of the assignment.

Team Members: EDAW.

Task 22 -- Prepare Alternative Solutions

Methodology: The EDAW team will prepare a series of alternative land use plans that achieve the intent of the concept created for each of the plan areas. Two or three alternatives may be sufficient for each of the three areas. We will prepare these alternatives at a suitable scale (e.g., 1" = 100') for presentation to the Steering Committee during a workshop session. Each alternative will be summarized in narrative form, including a discussion of the relevant environmental issues. These alternatives will also be used for analysis in the EIS.

Additionally, once the expected long-term countywide demand has been established, ERA will evaluate the different existing and proposed commercial districts in Douglas County and forecast which commercial uses are most likely to be successful in which districts. We will then assist the planning team in allocating the amount of countywide demand (by acres, square feet, or units) to the different existing or future commercial districts.

When the various planning solutions, such as transportation improvements and environmental mitigation measures, are proposed, ERA will discuss how each of these solutions is likely to influence existing property interest and the viability of future commercial development opportunities identified by the market analysis. The selection of the final alternative for each

commercial area can then be based not only on ability to satisfy environmental standards but also on the ability to serve the economic interests of Douglas County, the property owners and future businesses.

Products: Two or three alternative land use plans for each concept established for each plan area. Written narrative describing each alternative, including the relevant environmental issues.

Schedule: Begin immediately after the idea generation workshop when the concepts are identified. Probably completed by week twenty-two.

Team Members: EDAW, ERA, TJKM.

Task 23 -- Community Workshop to Present Alternatives

Methodology: In order to receive responses from the community on the proposed land use alternatives, we propose to present them at a Community Workshop. Each alternative and its relevant environmental issues will be summarized in narrative form with the aid of presentation maps. Comments received during this session can then be of assistance to the Steering Committee in selecting a preferred alternative.

Products: Informational workshop, written summaries of participants' comments.

Schedule: Week twenty-three of the assignment.

Team Members: EDAW.

Task 24 -- Review Alternative Land Use Plans - Select Preferred Alternative

Methodology: Using the workshop format, EDAW will review the alternative land use plans for each community plan area with the Steering Committee. Each alternative will be evaluated using the goals, objectives and policies established in Phase I and finalized in this Phase. After testing each alternative against the goals, objectives and policies, EDAW will assist the Steering Committee to rank each alternative by plan area. The highest ranked alternative then becomes the Preferred Alternative. It is possible that the Preferred Alternative could be a composite of parts from one or more alternatives. Once a preferred alternative is selected, the EDAW team will refine each of the three community plans as a Draft Community Plan suitable for public review and action by the boards and commissions.

Products: Steering Committee workshop for the purpose of evaluating the various alternative community plans and selecting a preferred alternative.

Schedule: Week twenty-three of assignment.

Team Members: EDAW, TJKM, ERA.

Task 25 -- Refine Preferred Alternative Community Plans

Methodology: Based upon the comments received at the Steering Committee workshop, EDAW will refine the preferred alternatives for each community plan area. These refined plans will then be submitted to the County for public review during the last phase of the assignment.

Products: Narrative text, land use plans, diagrams and tables in an 8 1/2 x 11-inch booklet form, with plan maps at 1" = 100' scale. Camera ready original materials (unbound), ten bound copies of each plan.

Schedule: Week twenty-five of the assignment.

Team Members: EDAW.

PHASE IV -- REFERENCED ENVIRONMENTAL IMPACT STATEMENT AND PROJECT APPROVALS

Task 26 -- Prepare Administrative Draft Referenced Environmental Impact Statement

Methodology: Under TRPA's guidelines it is possible to prepare a single Referenced EIS covering the three community plans. This proposal assumes that existing information in other documents and information developed for the Community Plans will be sufficient to prepare a Referenced EIS that meets the intent of the law. At this stage, we feel that the major issues include traffic, air quality, noise, visual and hydrology. The determination made during Task 1 will regulate the level of effort required for this task and determine if additional topics should be included.

The format of this Referenced EIS will focus the primary impact analysis on the preferred alternative; the other alternatives will be addressed in a summary fashion. No off-site alternatives will be examined.

EDAW will prepare an administrative draft of the Referenced EIS for internal review by staff.

TRPA will be the lead agency for the Referenced EIS and will be responsible for reviewing the document for adequacy.

Products: Administrative Draft Referenced Environmental Impact Statement.

Schedule: Weeks twenty-four through twenty-nine of the assignment.

Team Members: EDAW, TJKM.

Task 27 -- Staff Review of the Administrative Draft Referenced Environmental Impact Statement (EIS)

Methodology: Upon receipt of the Administrative Draft Referenced EIS TRPA and Douglas County staff should review the draft and provide comments with the understanding that TRPA will be the lead agency for the Referenced EIS.

Products: Staff comments.

Schedule: Weeks twenty-nine and thirty of the assignment.

Team Members: Staff.

Task 28 -- Prepare Draft Referenced Environmental Impact Statement (EIS)

Methodology: Upon receipt of staff comments on the Administrative Draft Referenced EIS, EDAW will revise the document as necessary, incorporating all appropriate comments.

Products: Camera ready, 8¹/₂ x 11-inch format, black and white reproduction quality, text, tables and diagrams. Ten bound copies, one unbound copy.

Schedule: Weeks thirty-one through thirty-three of the assignment.

Team Members: EDAW, TJKM.

Tasks 29, 30, 31, & 32 -- Assist the Community Planning Team During the Approval Process (Optional)

Methodology: EDAW will be available to assist the planning team during the approval process at public hearings before the Douglas County Planning Commission, the Douglas County Board of Commissioners, the TRPA Advisory Planning Commission and the TRPA Governing Board.

Products: Support.

Schedule: During weeks thirty-four through forty of the assignment (schedule to be established).

Team Members: EDAW.

Task 33 -- Prepare Final Referenced Environmental Impact Statement

Methodology: EDAW will prepare written responses to any comments received pertaining to the Draft Referenced EIS.

Products: Camera ready 8¹/₂ x 11-inch format, black and white reproduction quality. Document will include project summary, letters commenting on the DEIS and prepared responses. Ten bound copies, one unbound copy. TRPA will be the signatory agency on the EIS portion of the contract.

Schedule: During weeks thirty-four through forty of the assignment (schedule to be established).

Team Members: EDAW, TJKM.

SCHEDULE 2

Additional Services

1. Attendance by EDAW at any meetings in excess of 10 meetings expected to be necessary to complete the Basic Services. Extra meetings, with prior approval by Douglas County, will be billed at a rate of \$1,100.00 per meeting.
2. Attendance by ERA at any meetings in excess of 3 meetings expected to complete Basic Services. Extra meetings, with prior approval by Douglas County, will be billed at a rate of \$1,500 per meeting.
3. Services necessary to complete any part of Task 20 will be billed on a time and materials basis according to the fees specified in Schedule 4.
4. Optional traffic analysis by TJKM, at the following rates:
 - (a) Each intersection count in addition to 12 counts \$150 each
 - (b) Each intersection analysis in addition to 12 counts \$350 each
 - (c) Each model run in addition to one run \$1,500 each
5. Additional archaeological analysis specified in Task 12. Fee subject to negotiation.
6. Additional biological analysis specified in Task 13. Fee subject to negotiation.

**SCHEDULE 3
(Revision 2)**

Cost Estimate by Task

Task No.	Task Description	Basic Cost By Task	Optional Task Cost	Basic Cost By Phase	Total Cost By Phase
	PHASE I			\$14,470	\$14,470
1	Project Initiation	\$2,610			
2	Assemble Existing Data	\$1,250			
3	Refine Base Maps	\$3,000			
4	Review Existing Data	\$1,870			
5	Review Goals/I.D. Constraints	\$3,740			
6	Community Workshop	\$2,000			
	PHASE IIa			\$73,030	\$73,030
7	Land Use Data Base	\$3,000			
8	Demographic Forecasts	\$3,000			
9	Public & Community Facilities	\$3,000			
10	Prepare Needs Assessment	\$24,000	(ERA)		
11	Analyze Traffic Conditions	\$16,000	(TJKM)		
12	Archaeological Conditions		***		
13	Biological Conditions		***		
14	Map Environmental Setting	\$6,015			
15	Map Opportunities/Constraints	\$6,015			
16	Refine Objectives/Standards	\$5,500			
17	Steering Committee Review	\$4,500	(EDAW & ERA)		
18	Community Workshop	\$2,000			
	PHASE IIb			\$3,000	\$3,000
19	Prepare Work Program	\$3,000			
	PHASE III			\$50,000	\$50,000
20	Refine Goals and Objectives		(T&M)*		
21	Identify Issues and Problems	\$5,000			
22	Prepare Alternative Solutions	\$25,000	(EDAW & ERA)		
23	Community Workshop	\$2,000			
24	Select Preferred L.U. Alternative	\$7,500			
25	Refine Preferred Alternative	\$10,000			
	PHASE IV			\$14,500	\$14,500
26	Prepare Referenced ADEIS	\$6,500			
27	Staff Reviews Referenced ADEIS				
28	Prepare Referenced ADEIS	\$4,000			
29	Assist in Approval Process		\$1,110/\$1,500		
30	Assist in Approval Process		\$1,100/\$1,500		
31	Assist in Approval Process		\$1,100/\$1,500		
32	Assist in Approval Process		\$1,100/\$1,500		
33	Prepare Referenced FEIS	\$4,000			
Total Cost		\$155,000		\$155,000	

Time and materials subject to client pre-approval

Each intersection count in addition to 12 = \$150 ea., Intersection analysis = \$350 ea., Additional model runs = \$1,500 ea.

Fee subject to negotiation

Basic cost compensation includes product development plus expenses.

December 18, 1987

SCHEDULE 4

EDAW's Standard Hourly Rate Schedule

SCHEDULE OF FEES
for Professional Services

<u>Time Charges</u>	<u>Hourly Rate Range</u>
Principals	\$85.00 - \$110.00*
Senior Associates	\$60.00 - \$90.00
Associates	\$35.00 - \$65.00
Professional Staff	\$25.00 - \$75.00
Administrative & Word Processing Staff	\$20.00 - \$60.00

The above stated hourly rate ranges are subject to adjustment annually.

* President's hourly rate exceeds this range.

Reimbursable Expenses

Consultants: Cost plus 10%.

Travel: Private vehicles @ \$0.25 per mile. Commercial travel and related expenses at cost plus 10%.

Computer: Computer Aided Design/Drafting @ \$25.00 - \$35.00 per hour, depending upon the complexity of software and required peripheral equipment. Microcomputers used for CAD/D will be billed at \$25.00 - \$35.00 per hour based on the actual application.

Microcomputers other than for CAD/D applications @ \$10.00 per hour.

Other project expenses: Cost plus 10%.

Such as: Printing, graphics, photography and reproduction, rental or purchase of special equipment and materials, long distance telephone, telex, special shipping or delivery, models and renderings, lodging and subsistence.

Markup covers the cost of financing the expense between our disbursement and repayment by the client; administrative time in handling the expense; and, in the case of consultants, professional liability insurance and some risk for the work involved.

INVOICING AND PAYMENT POLICIES

1. In contracting with EDAW, Inc. for professional services, client warrants that funds are available to compensate EDAW for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon subsequent granting of approvals, permits or financial commitments by lending institutions or other third parties.
 2. Invoices are submitted by EDAW each four weeks (not necessarily falling on the first or last day of the month). Client shall notify EDAW of any objection to the invoice within 10 days of the date of the invoice. Otherwise, the invoice shall be deemed proper and acceptable by the client. Invoices are due and payable upon receipt and become delinquent if not paid in 45 days after the date of the invoice receipt.
 3. A service charge will be applied at the rate of 1.5% per month (or the maximum rate allowable by law) to delinquent accounts. Payment thereafter will be applied first to accrued interest and then to the principal unpaid by the Client.
 4. All accounts delinquent 90 days from invoice date or more will result in the stopping of all work on the job by EDAW and all of its subcontractors, and written notice of this action will be provided to the client, as well as to all affected parties. Work will be re-commenced upon payment of all fees due.
 5. On all accounts delinquent 110 days from invoice date, EDAW will commence action to file a mechanics lien on the project property.
 6. Any attorney fees or other costs incurred in collecting delinquent amounts shall be paid by the Client.
 7. When non-standard billing is requested, time spent by office administrative personnel in the preparation is a cost of the project and charged as technical labor.
-

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REQUESTED BY
Douglas County Dist. Atty.
 IN OFFICIAL RECORDS OF
 SOLE CLERK NEVADA

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAL

'88 MAY 10 A9:43

8s083:0001

SUZANNE BEAUDREAU
 RECORDER

21

DATE: *May 6, 1988*
S. Reed Judicial District Court
 of the State of Nevada, in and for the County of Douglas.

\$ PAID *JL* DEPUTY

BOOK 588 PAGE 1277

Deputy