EQUINOX
CONTRACT TO PROVIDE SERVICES

This Agreement is made and entered into as of the ___ day of __________, 2021, by and between Equinox Environmental Consultation & Design, Inc., a North Carolina corporation (“Equinox”), and __________________________ (“Client”).

In consideration of the mutual exchange of binding promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Engagement.** Subject to the terms and conditions set forth herein, Equinox shall provide the services set forth on Schedule A, Scope of Services, which is attached hereto and incorporated herein by reference (“Services”). If Client shall desire to engage Equinox to provide additional services, the engagement contemplated herein shall be expanded to include those services listed on any Addendum to Schedule A as shall be signed by both parties, and any reference herein to “Schedule A” shall include any such Addendum to Schedule A.

2. **Compensation and Terms of Payment.** Client shall pay Equinox the compensation set forth on Schedule A, (“Compensation”), and shall pay such Compensation in monthly installments amounts as invoiced. Client agrees to pay each monthly installment of Compensation within thirty (30) days of being invoiced for the monthly installment amount, which amount shall be representative of the percentage of the total Services performed during the invoice period. Interest at the rate of 8.0% per annum shall accrue on all invoices not timely paid. If payment is not received within 60 days all work will be halted until payment is received in full which will include payment of all past invoices. A revised work schedule will be provided once past due invoices are paid in full. Shall any amount due under paragraph 2 or 3 of this Agreement not be fully paid when due, Equinox may employ an attorney to enforce its rights and Client shall pay Equinox’ reasonable attorney’s fee and all applicable court costs.

3. **Termination.** Client may terminate this Agreement immediately upon written notification to Equinox. Equinox may terminate this Agreement immediately if Client: (i) fails to make timely payment of Compensation as set out herein; (ii) fails to communicate with Equinox as specified in Schedule A; (iii) fails to comply with other responsibilities of Client set out in Schedule A. No termination shall alter or affect the right of Equinox to Compensation for Services performed prior to termination, which shall become immediately due and payable upon termination.

4. **Performance.** Equinox shall have the right to subcontract for the performance of any Services, and no such subcontract shall be considered an assignment for purposes of paragraph 7 of this Agreement, but Equinox shall see that all Services are performed in accordance with the terms hereof.

5. **Force Majeure.** Equinox shall not be in default by reason of failure in performance of this contract if such failure arises out of causes beyond the control of Equinox that make the fulfillment of this Agreement impossible or impracticable.

6. **Work Product.** Client acknowledges that, while performing Services, Equinox may prepare specifications, plans, reports, compilations of data, interpretations, advisory memoranda, and strategies (“Work Product”), and that, although copies of the Work Product may be delivered to Client, all Work Product shall remain the property of both the client and Equinox to be used by Equinox at any time and for any purpose whatsoever, without permission from Client. Information provided to the Client such as maps and illustrations that contains Equinox logo shall not be removed by the Client for use in articles or other print without Equinox permission.
7. **Waiver.** No failure of Equinox to insist upon strict performance of any part of this Agreement shall in any way be construed as a waiver of any rights and no such failure shall prohibit or otherwise limit Equinox’ right to subsequently insist upon strict performance of all of the terms hereof by Client.

8. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

9. **Representations and Warranties.** Each party represents and warrants that this Agreement has been duly authorized and executed and constitutes the binding obligation of such party, his [Its] successors and assigns.

10. **Notices.** Any notice, invoice, or other document shall be effective upon placing the same in the US mail, postage prepaid, and addressed to the appropriate party at the following address:

    To: Equinox  
    37 Haywood Street, Suite 100  
    Asheville, NC 28801

    To: Client  
    ___________________________  
    ___________________________  
    ___________________________

11. **Mediation.** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator’s fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

    Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

12. **Entire Agreement.** This Agreement contains the entire Agreement of the parties, and there are no representations, inducements, or other provisions other than those expressed in writing.

13. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

14. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.
In Witness Whereof, each party hereto, if an individual has executed this Agreement, and if an entity has caused this Agreement to be executed by its duly authorized officer, as of the day and year first above written.

THE CLIENT

[_________________________

EQUINOX

[By:]

Name: ____________________________  By: ____________________________

David Tuch, President
Schedule A: Scope of Services

The Equinox team will help Buncombe County identify challenges and opportunities for the Ferry Road property and perform an assessment to identify suitable land use options for the site. This project provides a great opportunity to fulfill community needs and provide environmentally sensitive development. Our team will work to develop concepts based on vision and goals established for the project and as outlined in the Buncombe 2025 (Strategic Plan) and Comprehensive Land Use Plan (to be updated in 2021). We feel that concepts may include options for a mix of uses, affordable housing, cultural, sustainability and recreational opportunities, and access to public transportation. The project will be broken into three phases and at the end of Phase 1 Buncombe County will determine if the design team proceeds to Phase 2 & 3.

Phase 1: Background and Baseline Site Assessments

The first task would include developing a Leadership Team, designated by the county that will help guide this planning process. This could include members of the project selection committee, other county staff, or other community leaders as determined by the county. During Phase 1, clear vision and goals should be established to guide the planning process. The core of this phase is to conduct preliminary technical site assessments and to develop a suitability plan that determines where suitable land uses can occur. It will also include preliminary sketch ideas. Phase 1 will also include the transportation and access assessment so that Concepts in Phase 2 will be well informed.

Anticipated tasks of Phase 1 include:

- Project scoping and goal setting
- Review of existing plans, studies, and ordinances
- Review and assessment of existing relevant planning documents and strategic goals of the City of Asheville and Buncombe County including, but not limited to, the Buncombe County 2025 Strategic Plan and the 2013 Buncombe County Comprehensive Land Use Plan.
- Review and assessment of the Riverwoods Subdivision, or any other previous development plans, with the client/steering committee to discuss what worked well in the plan and areas to be improved upon.
- Windshield, site, and neighborhood tours with associated documentation (photos, notes, etc.)
- Site Analysis and Natural Resource Assessment compiled into a report
- Design assessment and mapping including connectivity, neighborhood compatibility, area assets, and challenges/gaps
- Suitability Plan- topographical/environmental assessment based on site topography and regulatory easements/limitations (e.g. buildable areas diagram) including a consolidated summary memo of overall opportunities and constraints
- Client Check In/Workshop:
  - Review site assessments and diagrams
  - Confirm general vision, desires, and opportunities
• Development and Sustainability Framework Diagrams (4-6 options)
  o Indicating overall land uses, open spaces, circulation and connections (e.g., bubble diagrams)
  o Multiple scenarios varying by mix of uses, intensity of uses, access requirements, etc.

• Information package for Buncombe County Managers Advisory Group or Elected Officials Work Session/Presentation
  o Equinox will work with Buncombe County to provide materials and participate in the work session to review Phase 1 work. At this point in the project, Buncombe County will determine if they want to continue with Phase 2 and Phase 3.

Phase 1 more specifically will include:

**Review of Existing Plans, Studies, and Ordinances & Data Acquisition**

Equinox will review any existing plans, studies, and ordinances, which may include the County Comprehensive Plan, the Strategic Plan, greenway studies, previous development plans, and City of Asheville ordinances. Goals and driving factors that will influence the goals and development of the site will be summarized into a concise document. Equinox will also acquire any mapping data needed for the site.

*CLIENT RESPONSIBILITY ASSUMPTIONS:* Buncombe County will assist in providing any background info, plans, or data needed that is not available online.

**Vision & Goal Setting**

Establishing a clear vision and goals early in the process is a key element of the planning process. It helps guide the development of land use concepts. As part of this task, the Equinox Team will:

• Provide a questionnaire for the steering committee
• Facilitate a meeting with the client and steering committee to finalize a vision and goals for the property. Note that the team will integrate goals from the County’s recent Strategic Plan to consider as we set a vision and goals for the site.

*Possible Deliverables:* Equinox will prepare a vision and goal setting questionnaire and a summary of the vision and goals from the meeting.

*CLIENT RESPONSIBILITY ASSUMPTIONS:* The client will be responsible for developing a Leadership Team and providing all contact info.

**Develop Online Resource**

*Online project page/resources developed:* We will work with the county to develop a frequently asked questions, project narrative, and timeline that can be hosted on Buncombe County’s website. It will serve as a placeholder until a more in-depth page can be developed.

*CLIENT RESPONSIBILITY ASSUMPTIONS:* The client will develop a site page that will host any content or future links to be provided.
Site Analysis and Natural Resource Assessment

An environmentally conscious site development should showcase and conserve the natural and cultural resources of a property. To do this the Equinox Team of ecologists, planners, landscape architects, and conservation planners will conduct a natural resource assessment on the property which will feed into the suitability analysis. Analysis for this assessment will include:

Prior to the field assessment, Equinox will collect and analyze available data, primarily GIS, pertaining to the property, including (but not limited to):

- National Wetland Inventory (NWI) data, collection of data on previous delineated wetlands onsite as well as delineated streams
- NCNHP rare species and community occurrences and connectivity to natural heritage areas
- Parcels, utility, soil, hydrology, and contour
- North Carolina Division of Water Quality (NCDWQ) surface water classifications
- North Carolina Wildlife Resources Commission (NCWRC) trout water designations
- Slope analysis and LIDAR detailed surface map (8 point LIDAR)

During the field assessment, the Equinox team will assess the property with a combination of GPS waypoints, photographic documentation, and detailed field notes to record the following conditions encountered within the property boundary:

- Document and evaluate existing human modifications and other disturbances.
- Record the presence and quality of aquatic resources such as ponds, wetlands, and streams.
- Document the type and condition of any archeological, cultural, and/or historical features (e.g. chimneys, foundations)
- Note the presence, abundance, and extent of invasive exotic species and evaluate their relative threat to native species.
- Note where mature tree canopy areas are/highest quality forested areas.
- Evaluate and map natural communities on site, their quality, and significance as determined by NCNHP, NatureServe, NCWRC’s state wildlife action plan, and One NC Naturally’s conservation planning tool
- Record any other noteworthy features present (e.g. scenic viewsheds, rock outcrops or exposed bedrock, etc.) that are opportunities or constraints.
- Determine general site ecosystem integrity.

Out of this analysis, our team typically provides a “heat map” of areas that have higher and lower natural resource values that can be factored into the Suitability Plan.

**Deliverables:** Equinox will prepare a final Natural Resource Inventory report which will include general property information, site assessment methodology & findings, documentation of conservation values (natural communities, rare plants, habitat, proximity to other protected lands, etc.), maps, and photographic record of the property. High value natural resources areas will be factored into the Suitability Plan.
Suitability Plan

The information gathered during the Site Analysis and Natural Resource Assessment will be used in the development of a Suitability Plan. This will combine findings from the natural resource assessment and City of Asheville Ordinance requirements and will identify opportunities and constraints and the suitability of the property for different land uses (residential, commercial, mixed-use, institutional, industrial, recreation, and conservation opportunities). This step is a synthesis of the existing conditions data and the site analysis to identify suitable areas for improvements such as access points, development, areas to be protected or conserved, and other land uses identified by the client and steering committee. This Suitability Plan will be critical in showing the community that ecology, environmental science, and sound planning principles are informing the planning effort.

**Deliverables:** A Suitability Plan

Transportation and Access Assessment

As part of Phase 1, the access into and through the property will be further vetted. While the previous residential development plan included widening of existing roadways to provide access into the property, the issues surrounding access are complex and may require private right of way acquisition. Finding alternate access to the property will open up possibilities for development of the property. While this task may continue beyond Phase 1, we recommend an early focus on the access assessment to inform all concepts. Anticipated tasks may include:

- Collaboration with Biltmore Farms to determine if they would allow public road access through their property and if so, on what conditional requirements. Any communication with Biltmore Farms will include Tim Love of Buncombe County.
- Evaluation of the accessibility of crossing the high voltage transmission line (clearance and topography).
- Discussion with adjacent property owners to discuss potential access and willingness to cooperate during easement acquisition.
- Meeting with NCDOT to discuss schematic design ideas for road access.

Some of the ideas that may be explored, include the following:

- A one-way conversion of Dry Ferry Road
- Signalized access to Brevard Road
- Widening Dry Ferry Road
- Possible access from the bridge that is proposed as part of the Pratt Whitney development at the intersection with Brevard Road and the entrance road of the NC Arboretum (information for the Pratt Whitney development will be accessed through Buncombe County)
- Options to acquire access easements to provide more direct access to NC 191
- Assessment of the sufficiency of existing infrastructure, including the bridge on Dry Ferry Road
- Other creative network opportunities through neighborhoods and developments to the north of Ferry Road

**Deliverables:** A memo or summary document with graphics identifying findings and access options for the proposed transportation network and how it will integrate with the existing system including proposed improvements and realignment options.

**CLIENT RESPONSIBILITY ASSUMPTIONS:** The client will be involved in any outreach to adjacent landowners or NCDOT.
Development and Sustainability Framework Diagrams

Based on the vision and goals developed by the Leadership Team, the Equinox team will have an internal workshop in which our team member collaboratively develop a series of loose bubble diagrams (4-6) development and sustainability diagrams that are from a low to high spectrum of development impact. Associated with these diagrams will be simple, easy to understand high-level narratives of the diagram explaining the driving components of the concept. These diagrams will indicate the following:

- Indicating overall land uses, open space, conservation and sustainability elements, circulation and connections (e.g., bubble diagrams)
- Multiple scenarios varying by mix of uses, intensity of uses, access requirements, etc.

At the end of Phase 1, Buncombe County will review progress to date which will include all tasks of Phase 1 and schematic “bubble diagrams” with land use options that are suitable for the property. If the project proceeds into Phase 2, this is when the stakeholder and public engagement process will begin.

Information Package for County Commissioners Work Session/Presentation and Manager’s Advisory Group

Equinox will work with Buncombe County to provide materials and participate or present at needed in the work session to review Phase 1 work with a specific focus and request for feedback on Vision, Goals, the Suitability Plan, and the input on the Framework Diagrams. At this point in the project, Buncombe County will determine if they want to continue with Phase 2 and Phase 3. This does not include participation in the Manger’s advisory group.

CLIENT RESPONSIBILITY ASSUMPTIONS: The client will help schedule and allot time at the work session. The client will be responsible for compiling and provide all comments from the two meeting to Equinox.

Phase 2: Site Development Scenarios

Client & Key Stakeholder Work Sessions & Advocacy/Board Work Session

This work session will be an opportunity for additional input, similar to they input sought at the County Commissioner’s Work Session.

- Work with Buncombe County to identify key stakeholders prior to the first work session. Key stakeholders might include the City of Asheville, Biltmore Farms, Chamber of Commerce, etc.
- Review site assessments and Phase 1 deliverables
- Confirm general vision, goals, desires, and opportunities
- Validate Development and Sustainability Framework Diagrams and narrow in on which 3 options to explore in more detail
- Explanation of next steps

Leadership Team and Key Stakeholder Virtual Work Session #1: Equinox will work with Buncombe County to identify stakeholders, but key stakeholders may include Buncombe County Economic Development Coalition,
representatives from the City of Asheville, or others determined by the client. This session would also include input from the Leadership Team, or any other county staff that are desired to attend. Attendees will provide comments on Development and Sustainability Framework Scenarios and provide feedback on components of or whole scenarios they prefer.

Advocacy and Board Virtual Work Session: A second round of stakeholder engagement will include outreach to organizations that are community advocates or have been known to be opponents of large-scale developments. An example of these groups may include Mountain True, Asheville Green Works, Connect Buncombe, RiverLink, or others determined by the county. This could also be an opportunity to include key representatives from the County’s boards like the Recreation, Greenways, and Parks Advisory Board, the Planning Board, or others. Attendees will provide comments on Development and Sustainability Framework Scenarios and provide feedback on components of or whole scenarios they prefer.

CLIENT RESPONSIBILITY ASSUMPTIONS: The client will help develop a final stakeholder list and provide contact info where needed.

Public Input/Launch of Project Page

Online website launched: A few weeks prior to the above work sessions, Equinox can help launch a full online presence for the project. Ideally, this is hosted on a third-party platform (i.e. ESRI storymaps) that is linked to the Buncombe County’s website. This website could include the following content:

- Vision and goals of the project (including how these link to the County’s priorities and plans)
- Project narrative and timeline
- Suitability plan and explanation on how it will inform the project
- Development and Sustainability Diagrams and narratives to explain them
- Ways to provide input, which can be dynamically updated:
  - Survey: an online survey that will allow the public to weigh in on what concept in the Framework Diagrams are most preferred. The survey will be closed in time to inform the below concept development.

CLIENT RESPONSIBILITY ASSUMPTIONS: Buncombe County will be responsible for distributing and promoting the survey, though our team can help promote distribution of the website and survey to all stakeholders. At this time, Buncombe County can send out a notice to surrounding landowners to request for input on this project through the survey.

Site Development Scenarios

This phase of work is designed to explore multiple site planning and development scenarios within the areas determined to be suitable from Phase 1. Equinox will coordinate on a call, if needed with the client or leadership team, what the preferred Framework Diagrams should move forward into full development concepts.

The goal will be to convey the layout, quantity/acreage, development program and mix of uses/amenities, including site access and circulation. The scenarios may be based on placemaking, context sensitive design, New/Rural Urbanism, and Smart Growth principles. We will further develop the Development and Sustainability Framework Diagrams through an internal workshop with our interdisciplinary team. This is where creative ideas are tested with practical and feasible design based on our team’s planning and engineering expertise. This phase will
also start the stakeholder and public engagement process. The results of the consultant team workshop and deliverables will include:

3 Conceptual Site Development Plan Options - Low, Medium, and High Intensity
- Conceptual, Illustrative Site Plans – layout of transportation infrastructure (include transit and active transportation), buildings, lots, parking, and other amenities
- Massing & Scale Diagrams - as needed to convey portions within development concepts
- Sketch Character Imagery - if desired to convey intended scale and character of development
- Circulation Hierarchy – including conceptual street layout that integrates active transportation
- Recreation & Open Space- Potential alignment for a greenway and multimodal connectivity and options for a “neighborhood” and/or “Community” park
- Sustainability- Use of green infrastructure, climate resiliency (reducing carbon footprint), alternative energy (solar panels), and preservation/conservation.
- For additional services that can be provided see “Optional Services (Recommended)” below for rendering, modeling, sketch studies and grading studies. These services will only be provided with approval from Tim Love of Buncombe County.

Development Programs for Each Site Development Plan
- Overall development quantities of housing, commercial and supportive uses
- Unit mix with a focus on stratification of affordable, workforce and market-rate units from single family to multi-family options
- Density calculations

Comparison Matrix Showing Relative Strengths and Weaknesses
- Comparative ranking of the relative success factors in each option including: level of affordable housing, community/cultural amenities, accessibility/connectivity, job creation, market receptiveness/economic viability, community support per survey an stakeholder input, etc.

Leadership Team and Key Stakeholder Work Session #2:
- Review all Concept Development Deliverables and provide feedback, providing input on the preferred development plan option.

Also be included in phase 2 include:
- Preliminary grading studies to ensure feasibility of design ideas
- Reviewing congruence with COA requirements and the Unified Development Ordinance with a summary document of key ordinances that will impact

Revisions, As Needed Per Work Session #2
The team will revise any parts of the Site Development Scenarios, per feedback from Work Session #2.

Deliverables: Site Development Scenarios Package

Community Input on Site Development Package
An update to the project webpage will provide the following and also inquire on final public and stakeholder opinion on the preferred scenario. This update to the website will include:
Community Engagement-Involving the Community Summary

Public and stakeholder process has been integrated into the previous phases. The messaging of what this project is about and how the public will be engaged will be clearly conveyed through a project page on Buncombe County’s website. This will be hosted by Buncombe County with content provided by the Equinox Team. Equinox will anticipate that any in-person large public meetings will not be an option during the planning phase of the project.

Tools for a strong engagement process will include:

- **Project narrative**: Develop a clear and concise description why Buncombe County is going through this planning process and how the community input will be used (generate ideas that the community supports, implementation, etc.)

- **Project Page** to be hosted by Buncombe County but Equinox will provide a standalone website link upon roll out of a full project page in phase 2.

- **Public and Stakeholder Engagement occurs in Phase 2 (see for more details)**. It will include:
  - **First Round Public Engagement**: Early website development with project information and public survey for input on Framework Diagram Concepts. The Client will send out letters to adjacent landowners providing them information and asking them to take the online survey.
  - **Key Stakeholder Input Sessions on Framework Diagrams**: Stakeholders will be invited to Virtual Workshop where they can provide feedback on the initial diagrams.
  - **Second Round Public Engagement**: Community will provide input survey on the Site Development Package. A short video and downloadable package will help inform the community before they take the survey. All stakeholders will be updated on the project and asked to provide input via the survey at this time.

**Deliverables**: Documentation of the engagement process including feedback summarized.

Phase 3: Plan Revisions

Final Leadership Team Meeting

A final meeting of the leadership team will review the preferred scenarios, any public input, and provide input on: Strategic implementation recommendations, including regulatory changes (if applicable), phasing, public-private investment and partnerships, potential development costs, and final recommendations/next steps.

This final phase of work is designed to more fully refine development concepts, program, and illustrations based on feedback received from the Leadership Team.

Development of Final Plan

The final plan document will include:
Final Plan documentation – including final illustrations. Our team will compile all information and plans developed into one unifying document. The document outline will be reviewed and refined but may include:

- Introduction
- Vision and Goals
- Previous Plans and Studies
- Suitability Map
- Conceptual Plans (Site Development Scenarios)
  - Programs
  - Comparison Matrix
  - Architectural Images and Graphics
- Development Costs (Public Investment & Partnerships) and Phasing
- Recommendations and Next Steps
- Appendices
  - Natural Resource inventory
  - Steering/Stakeholder Committee Process and Results
  - Public Engagement Process and Results

Client / Stakeholder Final Reviews
- Can be virtual, or an in person final Work Session
- Includes a final presentation to elected officials

**Deliverables:** A final site assessment and site planning document.

**Optional Services (Recommended)**

As part of Phase 2 and the Site Development Scenarios, we also recommend providing the following additional and optional services below.

- OPTIONAL: 3-D Conceptual Renderings with modeling and Sketch Character Rendering for each of the three concepts for a total of six graphics that convey design character and intent and visual aids for the client, stakeholders, and public to better visualize the proposed concepts developed by our design team. Equinox will get approval if the client decides to move forward with these graphics that will more easily convey development scenario density and character to the public.

- OPTIONAL: Grading studies of the three concepts will allow for a truer understanding of impact of development. This would include grading of roads, building pads and indicate cut and fill. This can also be used to develop the 3-D conceptual renderings. This will also help provide an accurate development cost.

**Assumptions**

- Buncombe County will provide all relevant studies, documents and plans relating to the property
- Buncombe County will host and manage a project page on their website including but not limited to videos, questionnaires and a link to an online project web page
Buncombe County will help coordinate participation of steering committee members and help vet stakeholder.

Buncombe County will be available to answer questions and attend meetings to help keep the project on course and on schedule.

Additional Services

Any service note described above will be considered an additional service and require approval from Timothy Love with Buncombe County. Additional service that can be provided if needed:

- Geotechnical assessment/testing
- Planning beyond conceptual design to convey options for development
- Detailed transportation design, traffic studies
- Additional public or stakeholder engagement including any in-person open house, workshop style public engagement

Project Schedule

The Equinox Team will work to develop a schedule that meets Buncombe County’s needs and can be developed during scoping if awarded the project as there are several options proposed in the project approach that if included could result in a longer planning timeframe. However, our team estimates this project to be a 4-6 month planning effort. Phase 1 is anticipated to last 2-3 months and will be scheduled with the team once a contract is in place.

Charges & Fee Schedule

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<th>PHASE 1: Background and Baseline Assessments</th>
<th>Cost Estimate: $60,012</th>
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<tr>
<td>Tasks</td>
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<td>• Review of existing plans and ordinances summary</td>
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<td>• Data acquisition/base mapping</td>
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<td>• Meeting #1 Vision and Goal Setting/questionnaire/summary of vision and goals</td>
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<td>• Coordination with client to develop online brochure/narrative</td>
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<td>• Site Analysis and Natural Resources Assessment (desktop and field preparation)</td>
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<td>• Team Field Visit</td>
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<td>• Develop Suitability Plan</td>
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<td>• Transportation and Access Assessment</td>
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<td>• Workshop with the team to Develop Framework Diagrams</td>
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<td>• Develop Sustainability Framework Diagrams</td>
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<td>• Finalize Phase 1 Package to go to client, county commissioners for review/team review</td>
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<td>• Presentation to County Commissioners at Commissioner’s Work Session</td>
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<td>• Project Management</td>
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<td>PHASE 2: Site Development Scenarios</td>
<td>Cost Estimate: $52,762</td>
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<td><strong>Tasks</strong></td>
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<td>• Preparation for work sessions (leadership team and stakeholders)</td>
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<td>• Leadership Team and Key Stakeholder Virtual Work Session #1</td>
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<td>• Advocacy and Board Virtual Work Sessions</td>
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<td>• Summary of work sessions</td>
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<td>• Launch of public page (storymap, content, and survey)</td>
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<td>• Public survey monitoring and summary</td>
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<td>• Meeting with client team to finalize preferred framework diagrams</td>
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<td>• Site Development Scenarios Workshop (prep, workshop and post-work)</td>
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<td>• Integration of all teams work into a document</td>
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<td>• QA-QC of document</td>
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<td>• Leadership and Key Stakeholder Workshop #2 feedback on Development Scenarios</td>
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<td>• Analyze development scenarios with ordinances for any variances, etc.</td>
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<td>• Revisions per feedback from client team</td>
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<td>• Update to online presence with survey and development scenarios</td>
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<td>• Project Management</td>
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<th>PHASE 3: Plan Revisions</th>
<th>Cost Estimate: $37,557</th>
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<td>• Final meeting</td>
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<td>• Development of phasing diagram</td>
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<td>• Costs Estimates for Development (Public Investment &amp; Partnerships) and Phasing</td>
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<td>• Recommendations and next steps</td>
<td></td>
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<tr>
<td>• Public process summary</td>
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<tr>
<td>• Final Client Team Reviews</td>
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<tr>
<td>• Finalizing plan production</td>
<td></td>
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<tr>
<td>• QA-QC/Team Review/Revisions</td>
<td></td>
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<tr>
<td>• Presentation to County Commissioners</td>
<td></td>
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<tr>
<td>• Final update to the website</td>
<td></td>
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<tr>
<td>• Printing expenses, website/video platform services for public input (est. $150)</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Optional Services</th>
<th>Cost Estimate: $14,498</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 3-D Models with Conceptual Renderings for each of 3 concepts</td>
<td></td>
</tr>
<tr>
<td>• 3-D Sketch Character Renderings for each of 3 concepts</td>
<td></td>
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<tr>
<td>• Detailed Grading Studies of each of 3 concepts</td>
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</tbody>
</table>

| Total Cost Estimate | $164,830 |
Equinox proposes contracting with you for the services outlined in the “scope of services” for a fixed fee of **$60,012 for Phase 1**. If the project is approved for additional work, Phase 2 & 3 would be provided for a fixed fee of $90,319. If the “Optional Services” are also included, the total cost for everything including all phases is $164,830. Equinox shall satisfactorily perform all the work tasks as outlined in the “scope of services”. This cost estimate includes expenses such as copies, mileage, printing, and postage. Equinox will bill at the end of each month, invoice will be mailed typically by the 25th of each month with a payment due date by the 10th of the following month. Invoices that are not paid within 60 days will be assessed a $35.00 late charge for each pay period or interest at 3.5%, whichever is greater.