AGREEMENT
FOR PROFESSIONAL SERVICES

SHERIDAN LAKE ROAD NEIGHBORHOOD AREA FUTURE LAND USE PLAN

THIS IS AN AGREEMENT made on this _____ day of _____, 2008 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter referred to as ENGINEER. This project is the development of a Future Land Use Plan for the Sheridan Lake Road Neighborhood Area, as defined on the attached map labeled Rapid City Area Future Land Use Plan.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General

ENGINEER shall provide to OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing selected transportation planning services.

1.2 Scope of Work

The Basic Services Scope of Work is described in Exhibit A and shall include mapping, civil engineering, transportation planning, and public involvement services.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.

2.1.2 Investigations and studies involving, but not limited to detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and

economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto);

2.1.4 Services during out-of-town travel required of ENGINEER other than visits to the site, attendance at OWNER's office as required by Section 1, or other services as detailed in Exhibit A.

2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.

2.1.6 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).

2.1.7 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1 The Transportation Planning Coordinator with the Rapid City Growth Management Department, shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Staff shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

3.3 Examine all studies, reports, sketches, drawings, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.4 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.5 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

SECTION 4 – PERIOD OF SERVICE

4.1 The ENGINEER's period of service shall complete the scope of work stated in Exhibit A by June 30, 2009, provided a written "Notice to Proceed" is issued by April 23, 2008. A Draft Report shall be submitted for review by October 31, 2008. The ENGINEER's services shall be provided in general accordance with the schedule as defined in EXHIBIT B.

SECTION 5 – PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 *For Basic Services*. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Scope of Work in Exhibit A) an amount not to exceed $23,040.00.

5.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to ENGINEER's salary cost times a factor as defined in the attached EXHIBIT C for all Basic Services rendered on the Project.

5.1.1.2 *Fixed Fee*. A fixed fee of twelve percent (12%) shall be paid on a prorated share based on the amount of work completed upon each billing.

5.1.1.3 OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses approved by OWNER. The term "Reimbursable Expenses" has the meaning assigned to it in paragraph 5.4, in accordance with 48CFR Part 31.

5.1.2 *For Additional Services*. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For additional services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 on the same basis as outlined in paragraphs 5.1.1.1, 5.1.1.2 and 5.1.1.3.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

For these services the OWNER shall make prompt monthly payments to the ENGINEER based on monthly billings submitted by the ENGINEER up to 90% of the maximum fee for each Task as shown on Appendix C. The remaining 10% shall be due upon final approval of the Final Report for the Project by the OWNER.

5.3 Other Provisions Concerning Payments

5.3.1 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services incurred through such phase. In the event of any such termination, ENGINEER will be paid for unpaid Reimbursable Expenses previously incurred.

5.3.2 The employees of ENGINEER, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title position and compensation rate.

5.3.3 *Records*. The ENGINEER shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies thereunder if originals be lost at such reasonable time and place as may be designated by the OWNER, South Dakota Department of Transportation or Federal Highway Administration and shall permit extracts and copies thereof to be made during the contract period and for three years after the date of final payment to ENGINEER.

All personnel employed by ENGINEER shall maintain time records for time spent performing work on study described in this Agreement or a period of three years from the conclusion of the study. Time records and payroll records for said personnel shall be similarly retained by ENGINEER for a period of three years from the conclusion of the study.

Upon reasonable notice, the ENGINEER will allow OWNER auditors to audit all records of the ENGINEER related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

5.3.4 *Inspection of Work*. OWNER auditors shall at reasonable times be accorded proper ENGINEER facilities for review and inspection of the work in this Agreement. OWNER shall have access to ENGINEER's premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.

5.3.5 *Audits.* The ENGINEER shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of his duties.

5.3.6 Payment shall be made subject to audit by duly authorized representatives of the OWNER.

5.3.7 In the event the services of the contract are terminated by the OWNER for fault on the part of the ENGINEER, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the ENGINEER on the work which is the cause of the at-fault termination. The ENGINEER shall be paid only for work satisfactorily performed and delivered to the Owner up to the date of termination. After audit of the ENGINEER's actual costs to the date of termination and after determination by the ENGINEER of the amount of work satisfactorily performed, the ENGINEER shall determine the amount to be paid to the OWNER.

5.4 Definitions

5.4.1 Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0.

5.5 Ownership of Data

Documents and all products of this Agreement are to be the property of the OWNER.

5.6 Publication and Release of Information

The ENGINEER shall not copyright material or processes developed under this Agreement without written authorization from the OWNER. The OWNER reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

5.7 Acquisition of Property or Equipment

The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

5.8 Subcontracting

ENGINEER shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by ENGINEER which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, are itemized in EXHIBIT C of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

5.9 Personnel Employment

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift, or contingent fee.

5.10 Nondiscrimination/ADA

The ENGINEER agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The ENGINEER agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The ENGINEER agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

5.11 Claims

To the extent authorized by law, the ENGINEER shall indemnify and hold harmless the OWNERS, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, to the extent such claims are caused by any negligent performance of professional services by the ENGINEER, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the ENGINEER, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, to the extent such claims are caused by OWNER's negligent acts in connection with the PROJECT and acts of its employees, agents, subcontractors or assignees.

It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so

engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

5.12 Acceptance and Modification

This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

5.13 Termination or Abandonment

The ENGINEER and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, ENGINEER shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse ENGINEER for all work completed to the date of termination.

SECTION 6 – GOVERNING LAW

This agreement and any dispute arising out of this agreement shall be governed by the laws of the State of South Dakota.

6.1 Forum Selection

Any dispute arising out of this contract shall be litigated in the Circuit Court of the Seventh Judicial Circuit, Rapid City, Pennington County, South Dakota.

SECTION 7 – MERGER CLAUSE

This written agreement including Exhibit A “Scope of Work – Sheridan Lake Road Neighborhood Area Future Land Use Plan,” Exhibit B “Project Schedule” and Exhibit C “Manhour Estimate” constitutes the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 8 – COMPLIANCE WITH CLEAN AIR ACT

ENGINEER stipulates that any facility to be utilized in the performance of this contract, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the OWNER and the State Department of Transportation shall be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

SECTION 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Engineer CERTIFIES, BY SIGNING THIS AGREEMENT, THAT NEITHER IT NOR ITS Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized officers on the day, month and year first written above.

OWNER: BY: _____
Mayor

BY: _____
Finance Officer
City of Rapid City
300 Sixth Street
Rapid City, SD 57701

APPROVED AS TO FORM:

_____
Michael Schad
Assistant City Attorney

ENGINEER: BY: _____
Dan Ferber, PE/LS

Ferber Engineering, Inc.
729 E. Watertown Street
Rapid City, SD 57701

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this _____ day of _____, 200__, before me, a Notary Public, personally appeared _____, known to me to be the Mayor of the City of Rapid City, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes there in stated.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this _____ day of _____, 200__, before me, a Notary Public, personally appeared _____, known to be to be _____ _____, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

Address for Giving Notices:

City of Rapid City
Growth Management Department
300 Sixth Street
Rapid City, SD 57701

Address for Giving Notices:

Consultant
Ferber Engineering Company, Inc.
729 E. Watertown St.
Rapid City, SD 57701

SECTION 3: PROJECT APPROACH AND WORK PLAN

We have developed a preliminary work plan that places emphasis on a logical sequence of project elements. Beginning with project organization and concluding with delivery of the final Neighborhood Land Use Plan, our work plan is based on previous experience from working on the Airport and Southeast Connector Neighborhood Future Land Use Plans and is designed to include all required elements as outlined in your Request for Proposals.

Project Kickoff

Immediately after receiving notice to proceed, we will meet with the City to refine project goals, review the project schedule, discuss project coordination and establish interim deadlines. This meeting will create accountability between Ferber Engineering Company, Inc. and the City as a representative of the Metropolitan Planning Organization.

Task 1. Future Land Use Base Map Development

This phase of the Project involves the collection, review, preparation and combination of project related data. We propose to incorporate all of the digital information acquired into geodatabase format to improve efficiency, accuracy and data organization.

By utilizing a geodatabase, functions such as domains and subtypes can be utilized to improve the integrity of the data and can be standardized throughout all Neighborhood Areas in the MPO. (Domains and subtypes are dropdown menus that can be created in an attribute table to control what data is entered. This eliminates misspellings, and inconsistencies which greatly improves the integrity of the data and the results produced from the data). It will also make transferring data between Ferber Engineering Company, Inc. and the City much easier. This method of data storage / manipulation is currently being used in the Southeast Connector Future Land Use Plan, as well as with the Deadwood Avenue and West Rapid Future Land Use Plans. City Staff have indicated a desire to continue using this methodology.

After all necessary base data is gathered and is residing in a geodatabase, base maps suitable for the development of the Future Land Use Plan will be developed. These base maps will include:

- Base map including parcel lines and major streets with labels
- Base map plus existing neighborhood zoning
- Base map plus property ownership labels for parcels over 40 acres
- Base map plus topography
- Base map plus water and sewer lines
- Base map plus future land use designations printed on white bond paper

Each of these 34”x44” maps will be plotted on clear film to be used as overlays during draft map development. Upon completion of the base map development, copies will be provided to the City for review. Following City review, any requested changes will be made and copies will be provided for further development of the future land use map.

Task 2. Future Land Use Map Development

The future land use map and GIS layer will be developed from initial future land use maps prepared by City Staff and the Future Land Use Committee. New maps and data modification will be made for each Future Land Use Committee meeting held during draft future land use map development. Additionally, maps and data will be revised based on public review and comment.

Task 3. Future Land Use Plan Development

While the Future Land Use map is under development by City Staff and the Future Land Use Committee, we propose to develop the data necessary to complete the density calculations contained in the Future Land Use Plan. This includes going through the City's existing property information to determine platted / unplatted status and identifying some preliminary uses from aerial photography. This data will then be taken out into the field and a full existing use survey will be performed. As previously mentioned, we are proposing to use the same methodology that was used in the development of the Southeast Connector Future Land Use Plan. This methodology allows spatial data in the GIS to contain all of the information that was previously housed and calculated using Microsoft Excel spreadsheets. By utilizing GIS, land use designation changes on the map no longer require extensive data manipulation and calculation in a spreadsheet. The updates can be made in the GIS and re-calculated instantaneously.

The methodology used is relatively simple. Only three GIS layers are necessary to complete all of the density calculations: parcel boundaries, parcel centroid points and Future Land Use designations. To simplify the process even more, all data necessary to complete density calculations resides in one layer: parcel centroid points. This is illustrated in Figure 3-1 below.

PIN	LandType	UseType	UseSubType	FLU_DES	ParcelAcCalc	SqFootage	SF_DU	MF_DU	GH_DU	MH_DU	Comments
3823151001	Unplatted Occupied	<Null>	Single Family	LDR	119.022451	0	1	<Null>	<Null>	<Null>	<Null>
3823301001	Unplatted Occupied	<Null>	Single Family	LDR	39.612384	0	1	<Null>	<Null>	<Null>	<Null>
3823351001	Unplatted Occupied	<Null>	Single Family	LDR	44.979766	0	1	<Null>	<Null>	<Null>	<Null>
3823351002	Platted Occupied	Residential	Single Family	LDR	4.939048	0	1	<Null>	<Null>	<Null>	<Null>
3823376001	Platted Occupied	Residential	Single Family	LDR	1.960692	0	1	<Null>	<Null>	2	1 Primary 2 MH
3823376002	Platted Occupied	Residential	Single Family	LDR	5.774627	0	1	<Null>	<Null>	<Null>	<Null>
3823376003	Platted Occupied	Residential	Mobile Home	LDR	1.213071	0	<Null>	<Null>	<Null>	1	<Null>
3823376004	Platted Occupied	Residential	Single Family	LDR	1.299771	0	1	<Null>	<Null>	<Null>	<Null>
3823377002	Platted Occupied	Residential	Single Family	LDR	1.037234	0	1	<Null>	<Null>	<Null>	<Null>
3823377004	Platted Occupied	Residential	Single Family	LDR	8.083423	0	1	<Null>	<Null>	2	
3823377005	Platted Occupied	Residential	Single Family	LDR	6.644966	0	1	<Null>	<Null>	<Null>	<Null>
3823451001	Platted Vacant	<Null>	<Null>	LDR	1.062687	0	<Null>	<Null>	<Null>	<Null>	<Null>
3823451002	Platted Vacant	<Null>	<Null>	LDR	1.084819	0	<Null>	<Null>	<Null>	<Null>	<Null>
3823452001	Platted Occupied	Residential	Single Family	LDR	4.04299	0	1	<Null>	<Null>	1	<Null>
3823452002	Platted Vacant	<Null>	<Null>	LDR	1.417868	0	<Null>	<Null>	<Null>	<Null>	<Null>
3823453001	Platted Occupied	Residential	Single Family	LDR	3.237207	0	1	<Null>	<Null>	<Null>	<Null>
3823453002	Platted Occupied	Residential	Single Family	LDR	2.76021	0	<Null>	<Null>	<Null>	1	<Null>
3823453003	Platted Occupied	Residential	Single Family	LDR	1.950734	0	1	<Null>	<Null>	<Null>	<Null>
3823453011	Platted Occupied	Residential	Mobile Home	LDR	0.897415	0	<Null>	<Null>	<Null>	1	<Null>
3823456004	Platted Occupied	Residential	Single Family	LDR	0.92373	0	1	<Null>	<Null>	<Null>	<Null>
3823456005	Platted Occupied	Residential	Mobile Home	LDR	0.907167	0	<Null>	<Null>	<Null>	1	<Null>
3823456006	Platted Occupied	Residential	Mobile Home	LDR	0.909276	0	<Null>	<Null>	<Null>	1	<Null>
3823476003	Platted Occupied	Residential	Single Family	LDR	1.188214	0	1	<Null>	<Null>	<Null>	<Null>
3824100006	Platted Occupied	Residential	Single Family	LDR	3.076884	0	1	<Null>	<Null>	<Null>	<Null>
3824100007	Unplatted Vacant	<Null>	<Null>	LDR	55.215	0	<Null>	<Null>	<Null>	<Null>	<Null>
3824300002	Unplatted Occupied	<Null>	Single Family	LDR	76.978232	0	1	<Null>	<Null>	<Null>	<Null>
3824300003	Platted Occupied	Residential	Single Family	LDR	3.011707	0	1	<Null>	<Null>	<Null>	<Null>
3824300004	Unplatted Occupied	<Null>	Single Family	LDR	73.592436	0	1	<Null>	<Null>	<Null>	<Null>
3824401001	Unplatted Occupied	<Null>	Single Family	LDR	3.128505	0	1	<Null>	<Null>	1	1 Primary 1 Ranch Hand (MH)

Figure 3-1. Attribute table associated with parcel centroid layer.

Parcel centroid points can be generated automatically using ArcGIS software. The PIN and FLU_DES fields shown in Figure 3-1 are populated by using the spatial capabilities that reside in

ArcGIS software. Once this task is completed, the only layer needed to perform all density calculations is the parcel centroid layer.
Anytime changes are made to the underlying land use, the parcel centroid layer can either be changed manually for simple changes or automatically for larger revisions by running spatial analysis to update the fields.

Portions of the Future Land Use Plan document can be completed while the Future Land Use Map is being developed and density calculations are being performed. Being able to work on multiple parts of the project simultaneously is going to be critical for completion of the project within the proposed time schedule.

Schedule

The proposed schedule from Notice to Proceed to completion for the Sheridan Lake Road Future Land Use Plan is extremely tight. We worked backwards from the RFP completion date using submittal deadlines for MPO, City Council, Legal and Finance and Planning Commission. Based on our knowledge of the Future Land Use Plan development process and committee meeting schedule, we determined that a more realistic completion date of September 18, 2008 should be used. This allows for adequate public notice for open houses for the 40 acres and greater land owners and one for all neighborhood residents.

Public involvement in Future Land Use Plan development is critical. Public participation helps the process by allowing large and even smaller property owners to bring forward potential development plans they may have for their property. By giving the Public ample time to provide input develops a sense of empowerment to them, makes the plan more realistic and ultimately provides for a stronger, more acceptable plan. The tight schedule could possibly create a contentious atmosphere between the MPO and the residents and ultimately cause the schedule to get stretched much longer than intended.

As mentioned above, this is still a very tight schedule, especially if the Future Land Use Committee meets only as shown on the schedule included. The Future Land Use Committee may become overwhelmed because three other Future Land Use Plans are also being completed concurrently with this one. It may be necessary to add additional Future Land Use Committee meetings during the development of the four Future Land Use Plans.

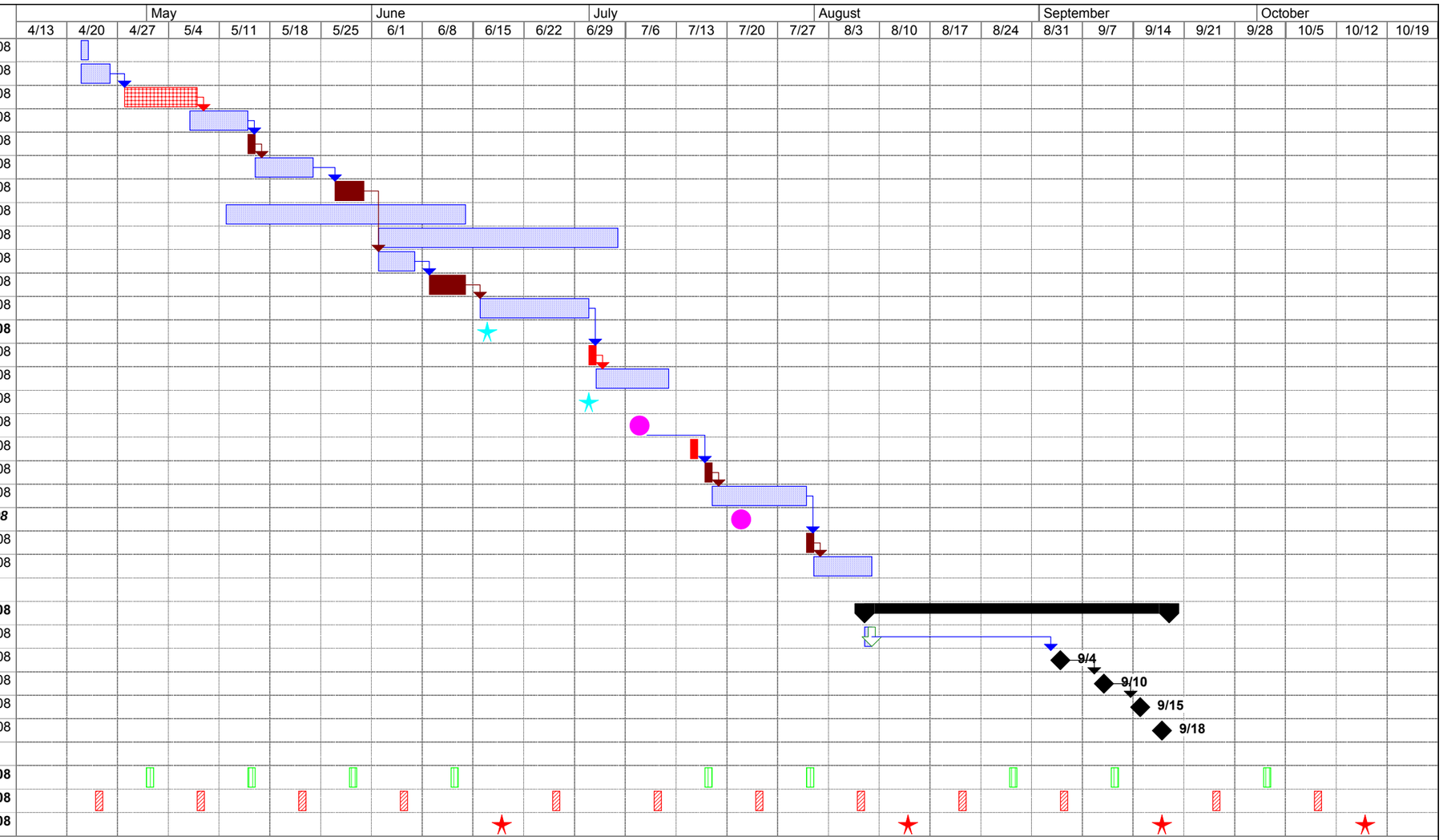
A detailed project schedule has been included in the following pages.

Budget

A proposed listing of tasks and the manhours necessary to complete each task is included in the following pages.

Exhibit B

ID	Task Name	Finish
1	NOTICE TO PROCEED	Tue 4/22/08
2	Gather Base Data from City & Generate Overlays	Fri 4/25/08
3	**Growth Management Draft FLU Development**	Wed 5/7/08
4	FEC DRAFT FLU Data Updates	Wed 5/14/08
5	**FLUC Field Trip / Map Revisions**	Thu 5/15/08
6	FEC Committee Recommended Revisions	Fri 5/23/08
7	**GM/FLUC Review 1**	Fri 5/30/08
8	FEC GIS FLU Geodatabase Development	Fri 6/13/08
9	FEC Existing Use Aerial / Field Inventory	Fri 7/4/08
10	FEC FLU GIS Revisions	Fri 6/6/08
11	**GM/FLUC Review 2**	Fri 6/13/08
12	FEC Revisions/Large Format Map Development 1	Mon 6/30/08
13	**CITY Mailing for L.O. > 40 ac mtgs**	**Tue 6/17/08**
14	**OPEN HOUSE -- LO's > 40 ac**	Tue 7/1/08
15	FEC Revisions/Large Format Map Development 2	Fri 7/11/08
16	**CITY Mailing for Full Neighborhood Open House**	Tue 7/1/08
17	***Comments Due for LO's > 40 ac***	Tue 7/8/08
18	**OPEN HOUSE -- Full Neighborhood**	Tue 7/15/08
19	FLUC Review of 40 ac Comments	Thu 7/17/08
20	FEC Draft PLAN Development	Wed 7/30/08
21	***Comments Due from Full Neighborhood***	***Tue 7/22/08***
22	**GM/FLUC Draft PLAN Review**	Thu 7/31/08
23	Final FLUC Revisions/PC Submittal	Fri 8/8/08
24		
25	**APPROVAL PROCESS**	**Thu 9/18/08**
26	Planning Commission Submittal	Fri 8/8/08
27	Planning Commission	Thu 9/4/08
28	Legal & Finance	Wed 9/10/08
29	Rapid City Common Council	Mon 9/15/08
30	MPO Meeting	Thu 9/18/08
31		
32	**Anticipated FLU Committee Mtgs**	**Thu 10/2/08**
42	**Planning Commission Meetings (scheduled)**	**Thu 10/9/08**
55	**MPO Meetings (Scheduled)**	**Thu 10/16/08**



SHERIDAN LAKE ROAD NEIGHBORHOOD LAND USE PLAN

Ferber Engineering Company, Inc.

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Exhibit C

Ferber Engineering Company, Inc.

PROJECT:	Future Land Use Plan Sheridan Lake Road
CLIENT:	Rapid City MPO
LOCATION:	Rapid City, SD
ADDRESS:	300 Sixth Street, Rapid City, SD
DATE PREPARED:	March 31, 2008

TITLE *NAME* *LICENSURE*	*President* Dan Ferber *PE/LS* *$38.87*	*PM* Dave Muck *PE/LS* *$36.06*	*GIS Analyst* Linda Foster *GISP* *$22.21*	*Senior Tech* Terry Morgan *$20.67*	*Clerical* Heisinger *$17.50*	Direct Cost
Future Land Use Base Map Development		*8*				
Obtain GIS Base Data From the City			*8*			
Develop Geodatabase to House & Manipulate Data			*16*			
Create Six (6) Specified Base Maps			*16*			$ 50.00
Make any Modifications Desired by City to Base Maps			*8*			$ 50.00
Future Land Use Map Development		*8*				
Develop Future Land Use Layer from City Drafts			*20*			
Make Revisions to Land Use as Needed			*40*			$ 200.00
Develop Layer and Form for Existing Use Inventory			*8*			
Perform Office Entry for Existing Use Inventory					*48*	
Perform Field Collection of Existing Use Inventory				*80*		$ 300.00
Reduction of Field Data - QA/QC			*16*			
Data Preparation for Density Calculations			*16*			
Future Land Use Plan	*8*	*8*				
Density Calculations			*24*			
Writing of Future Land Use Plan			*24*			
Production of Preliminary Draft Plan					*7*	$ 100.00
Revisions to Draft Plan			*24*			
Production of Final Plan			*8*		*8*	$ 600.00
Total Hours	8	24	228	80	63	
Estimated Cost Subtotal	*$310.96*	*$865.44*	*$5,063.88*	*$1,653.60*	*$1,102.50*	*$1,300.00*

FEC Direct Labor	$8,996.38
FEC G&A Overhead (111.07%)	$9,992.28
FEC Facilities Capital Cost of Money (4.69%)	$421.93
FEC Total Labor Cost	**$19,410.59**
FEC Fixed Fee (12%)	$2,329.27
FEC Reimburseable Expense	$1,300.00
FEC TOTAL	**$23,039.86**

Rapid City Area Future Land Use Plan

Neighborhood Study Areas

- Airport
- Black Hawk
- Deadwood Avenue
- Downtown/Skyline Drive
- Elk Vale Road
- Ellsworth
- Nemo Road
- North Rapid
- Northeast
- Piedmont Valley
- Sheridan Lake Road
- South Robbinsdale
- Southeast Connector
- Spring Creek
- US Highway 16
- West Rapid
- City of Box Elder*
- City of Rapid City
- Ellsworth AFB*
- City of Piedmont*
- City of Summerset*

*Future Land Use Plans not yet available

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Miles

Rapid City Area Metropolitan Planning Organization