

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into this 27th day of September, 2000, by and between CITY OF MASON, whose address is 202 West Main Street, Mason, Ohio 45040 ("Mason") and McKenna Associates, Inc. a Michigan corporation located at 30 E. Mulberry St., Lebanon, Ohio, 45036, authorized by the State of Ohio to do business in Ohio; (Service Provider).

SECTION 1. GENERAL DESCRIPTION OF PROJECT

Mason hereby retains Service Provider to perform and Service Provider hereby agrees to perform the professional services described in Section 2 according to the terms and conditions outlined herein. The project for which such services will be provided is generally described as follows:

General Description of Project

Landscape Code Update; Bicycle & Pedestrian Way Master Plan for City of Mason, Ohio, as described in Service Provider's revised proposal dated August 31, 2000.

SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES

The Professional Services to be provided by Service Provider are identified below and are more fully described in the "Scope of Services" (Attachment A to this Agreement), which is incorporated herein by reference (the "Services"):

General Description of Project: specifically, Attachment A is pages 8 through 23 of the Service Provider's revised proposal of August 31, 2000.

Any services beyond those identified in this Agreement shall be considered Additional Services as more fully described in Section 6.16 and shall be authorized in writing by an Addendum to this Agreement executed by both parties.

SECTION 3. CONTACT PERSON

Mason and Service Provider shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in Professional Services. Any additional or revised fees must be approved by City Council. The contact person for Mason shall be: Alvin Kucanen - City Planner and the contact person for the Service Provider shall be: Phillip C. McKenna and Brad Schwab.

SECTION 4. DATE OF COMMENCEMENT

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed. Service Provider shall perform its services with due and reasonable diligence consistent with sound professional practice.

SECTION 5. COMPENSATION AND DURATION

This Agreement shall remain in effect and the Service Provider shall provide all services necessary as provided herein on or before March 31, 2001. If services are delayed as a result of actions of the Service Provider beyond the above date, Service Provider shall be considered to be in default of the Agreement. Upon any default by the Service Provider, Mason may, at its sole discretion, in addition to any other remedies provided at law or in equity, terminate the Agreement, withhold outstanding compensation, and/or seek reimbursement for cost and time lost as a result of the Service Provider's inability to complete the Services by the agreed to completion date.

The Service Provider shall be entitled to receive a sum not to exceed Twenty-six Thousand Dollars (\$26,000), plus up to One Thousand Five Hundred (\$1,500) in documented reimbursable expenses, for providing the all requested Services, as specified in Attachment B.

SECTION 6. TERMS AND CONDITIONS

6.1 Delayed Services: If services are delayed as a result of the Service Provider, Mason may seek remedial action as described in Section 5.

If services are disrupted or delayed as a result of the actions of Mason, the duration date specified in Section 5 of this Agreement shall be modified. If services are delayed for more than 365 days, the fees may be equitably renegotiated and mutually agreed to be the parties hereto.

If services are delayed as a result of occurrences beyond the control of Mason or the Service Provider for more than 365 days, this contract and completion date may be extended upon mutual agreement of the parties hereto.

6.2 Invoice Procedures and Payment: The payment of said sum shall be monthly based upon Service Provider's estimated percent complete or a description of services performed or a description of professional time expended and title of personnel and a list of reimbursable expenses. Service Provider shall submit an invoice describing the services performed, and Mason shall within thirty (30) days satisfy itself as to the performance of such work and pay the amount for services and reimbursement requested by said invoice.

Mason hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 60 days of receipt of the invoice; provided, however, that no interest will be assessed when a valid dispute has arisen between the parties.

6.3 Expert Witness Services: It is understood and agreed that Service Provider's services under this Agreement do not include any participation in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between Mason and Service Provider describing the services desired and providing a basis for compensation to Service Provider.

6.4 Opinion of Probable Construction Cost/Cost Estimates: Mason hereby acknowledges that Service Provider cannot warrant that opinions or estimates of probable construction or operating costs provided by Service Provider will not vary from actual costs incurred by Mason. However, Service Provider shall be bound by and perform this service consistent with sound professional practice.

6.5 Indemnification: Service Provider agrees to indemnify and hold harmless Mason, its agents, officials and employees, against any and all suits or claims that may be based on any injury to persons or property to the extent that such suits or claims are a result of an negligent or wrongful error, omission or act of Service Provider or any person employed by Service Provider.

6.6 Insurance: Service Provider shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. Mason must approve any such insurance and Mason shall be named as a co-insured under any such policy. Service Provider must provide Mason a current copy of each insurance policy prior to commencement of Services. Service Provider shall continue to provide current insurance through the duration of this Agreement.

6.7 Assignment/Third Parties: Neither Mason nor Service Provider will assign or transfer its interest in this Agreement without the written consent of the other. Service Provider, however, does reserve the right to subcontract any portion of the Services with prior written consent of Mason. Service Provider shall insure and be liable for the work of its subcontractors. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against Mason.

6.8 Suspension, Termination, Cancellation, or Abandonment: Mason may, upon written notice, terminate this agreement at any time for its convenience. In the event the Project identified in this Agreement is suspended, canceled, or abandoned by Mason and except as expressly provided otherwise in Section 5, or upon any other default by Service Provider under this agreement, shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment. If Mason delays or suspends Service Provider's services for more than 180 days, then Service Provider may terminate this Agreement upon giving fifteen (15) days' written notice. Mason may terminate this Agreement upon the Service Provider filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in this Agreement, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice.

Pursuant to Section 5 of this Agreement, Service Provider shall not be obligated to commence services until this Agreement is fully executed. If Mason fails to execute this Agreement within 60 days of the date of receipt by Mason, Service Provider shall have the right to revise fees or revoke any proposal related to the services.

6.9 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees.

6.10 Standard of Care: Service Provider agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Service Provider agrees to perform services in accordance with any applicable federal, state, or local law or regulation.

6.11 Waiver: Any failure by Mason to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Mason may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.12 Relationship: Service Provider is an independent contractor to Mason in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Mason.

6.13 Mason's Responsibilities: Mason shall provide Service Provider all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, aerial photos and plans. Service Provider shall be entitled to rely on any and all information provided pursuant to this provision. Mason shall review Service Provider's work thoroughly and promptly, provide direction as necessary, and, if Mason at any time becomes aware of any defect, shall give notice of such defect in the work or services provided. Mason shall provide access to the project site.

6.14 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.15 Electronic/CADD Documents: Service Provider shall include electronic computer-aided design and drafting (CADD) files. Unless specifically directed otherwise by Mason prior to execution of this Agreement, electronic files shall be developed based on Service Provider's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control.

Service Provider shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Mason. Mason hereby authorizes Service Provider to make copies or permit its constituents to make copies as contemplated

by or in the attached Scope of Services. Mason shall not be liable for any erroneous information supplied by Service Provider or third party that Service Provider relies upon and incorporates into an electronic file, or other documents, plans, and specifications.

6.16 Addendum/Additional Services: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. The Agreement also may be modified by a formal, written amendment, change order or work change directive.

In addition, the requirements of this Agreement may require minor variations and deviations in the work or services provided. This work shall not be considered to be additional services outside of the scope of Section 2 work by either party and may be authorized by the City Engineer's approval. Notwithstanding the foregoing, items of work and additional materials not included in the estimate of the original Agreement and in an amount in excess of \$10,000.00 shall be authorized only in written modifications to the Agreement.

Mason may, at its sole discretion, authorize alterations or modifications in the specifications and plans or eliminate from the Project any portion thereof. Before the Service Provider revises any work or service, the change in price for the revised services shall have been agreed upon in writing.

6.17 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by Mason shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope of Services
- Attachment B: Compensation

6.18 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.19 Confidentiality: Service Provider agrees to hold in confidence and not disclose to anyone other than (i) those of its employees required to know; and (ii) other City Staff any and all information and data provided by Mason which it knows or has reason to know is confidential, without the prior written consent of Mason. This provision shall be an ongoing requirement and shall survive the termination and expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

CITY OF MASON, OHIO		SERVICE PROVIDER	
Signed:	<u>[Signature]</u>	Signed:	<u>[Signature]</u>
Typed:	<u>Scott F. Lahrner</u>	Typed:	<u>Phillip C. McKenna, AICP, PCP</u>
Title:	<u>City Manager</u>	Title:	<u>President</u>
Date:	<u>9/27/00</u>	Date:	<u>September 19, 2000</u>

ATTACHMENT A

**Professional Services Agreement between the City of Mason, Ohio, and
McKenna Associates, Incorporated**

LANDSCAPE CODE UPDATE WORK PROGRAM

SCOPE OF SERVICES

McKA proposes the following work program for the preparation of the Landscape Code Update.

I. PROJECT INITIATION

- A. **Study Design and Schedule:** McKA will prepare a refined procedural plan and schedule with dates for element completion and specific meeting dates coordinated with City time requirements upon authorization.
- B. **Establishment of Steering Committee:** The City will establish a Steering Committee to work with McKA in the preparation of the Landscape Code Update. The City may decide to establish the Planning Commission as the Steering Committee, or to establish an ad hoc committee. If an ad hoc committee is formed, we recommend that the Steering Committee consist of 4 to 6 members and include at least one City Council member, one Planning Commission member and the City Planner. Other members should include stakeholders in the area(s) to be regulated by the Landscape Code. The Steering Committee will be responsible for meeting with McKA, providing input into the Landscape Code Update, reviewing drafts, and acting as a communication link to and from any constituent groups.
- C. **Determination of City Goals:** McKA will discuss the City's goals with the Steering Committee as well as other City administration.

II. SURVEY OF CURRENT LANDSCAPE CODE RESOURCES

McKA will conduct a survey of existing landscape code. The survey establishes the framework for the regulations and basis for the standards and substantiates the need for regulations, making the ordinance more legally defensible.

III. REVIEW OF CURRENT LANDSCAPE CODE

McKA will review the current code to determine the following:

1. How the code is organized, how comprehensible the organization is to the user, and whether organizational changes are needed.
2. How the code is indexed, by the use of a detailed Table of Contents, index, and cross referencing.
3. How intelligible the text is to the reader, who should be assumed not to be well-versed in the technical aspects of landscaping.
4. How the code utilizes, or can utilize, effective graphics to illustrate the concepts that are being promoted and enforced.

5. How the code generally appears to the user - is it attractive and does it convey user friendliness and the concept of building a better and more appealing community?
6. McKA will review definitions found in the Zoning Code to ensure compatibility with the Landscape Code terminology.

IV. REVIEW OF CASE HISTORY OF LANDSCAPE CODE IMPLEMENTATION

In order to determine the effectiveness of the current code and to determine any provisions that are needed or could be improved, McKA will review site plans that have been reviewed and approved under the jurisdiction of the current Landscape Code. McKA will inspect the sites developed pursuant to the Landscape Code to determine the effectiveness of landscape standards and guidelines (in terms of design, maintenance and administration).

Based upon the results of this survey and in consultation with the City, McKA will identify deficiencies in the current standards and guidelines.

V. DETERMINATION OF ADMINISTRATIVE FRAMEWORK AND PROCEDURES

McKA will review the current administrative framework to determine if any changes are appropriate. McKA will discuss the effectiveness of the current system with the City administration and the Steering Committee.

It is important to establish procedures that will provide for an expeditious review and approval process, with the opportunity for discussion and agreement at the review meeting in order to avoid delays of having to "go back to the drawing board" and return to the next meeting one month later for a decision.

VI. DETERMINATION OF ORGANIZATIONAL FRAMEWORK

With City input, McKA will determine the most appropriate organization for the Landscape Code Update. In particular, we will determine how best to reorganize the Code to create requirements for six specific categories of uses: B-1 (Central Business District, B-2 through B-4 (commercial uses), O-1 and HT-1 (Office and High-tech uses), I-1 and I-2 (industrial uses), R-1 through R-4 (single family uses), and R-6 and R-7 (multifamily uses). The goal of the organization will be to make the Code easier to reference, the regulations more understandable, and in general make the Code more user-friendly.

VII. REVIEW OF CURRENT PROVISIONS

Based on the aforementioned investigations, McKA will review the current Landscape Code for each category and revise specific provisions as needed to require the appropriate landscaping.

VIII. PREPARATION OF THE DRAFT LANDSCAPE CODE UPDATE

McKA will prepare draft Landscape Code Update that will include the following features:

1. Comprehensible Format: The Landscape Code Update will be organized so that the first-time user will be able to find pertinent information easily.
2. User Friendliness: The Landscape Code Update will contain a detailed Table of Contents, utilize diagrams, provide a complete index, and include cross references. McKA will also provide a computer disk that will include hyperlinks, so that the user can click onto a word or cross reference and immediately move to the appropriate section of the code. The document will be prepared in Microsoft Word and digitized on CD-ROM in Acrobat Reader format.
3. Visual Appeal: The Landscape Code Update will be visually appealing, with attractive formatting and use of graphics to convey to the user that the City of Mason is striving for attractiveness in its physical development.
4. Understandable Text: The Landscape Code Update will be written so that the lay reader can understand the City's standards, requirements and procedures.

IX. REVIEW AND ADOPTION

After revisions of the draft and systematic review with the City and Steering Committee, McKA will prepare the final updated Landscape Code and attend the required public hearing(s). McKA will review and assist with the adoption of the code by the City.

COMPUTER-ENHANCED PHOTO IMAGES

In order to illustrate specific landscape guidelines in the Landscape Code Update, McKA will prepare Four (4) computer-enhanced photo images of sites in Mason or elsewhere.

Each computer-enhanced photo image will consist of a photograph of a site, with additional elements (for example, street trees) added or existing elements (for example, signs) removed or altered. The resultant image will show how the site will appear if designed to comply with Landscape Code Update. The unaltered photo image will be included, probably at reduced size, for comparison purposes ("before" and "after").

McKA will produce the computer-enhanced photo images using Photoshop or Illustrator computer programs. Once completed, these images can be produced for inclusion in reports at 8 ½ x 11" or 11 x 17", as well as at presentation size of approximately 24" x 36" and in color slide and digitized formats.

END PRODUCTS, MEETINGS AND SCHEDULE

A. End Products

The following end products will be provided to the City upon completion of various phases of the project:

LANDSCAPE CODE UPDATE

Drafts - Handout Copies

All drafts will be xerographically reproduced in sufficient quantity, up to 15 copies, for review and comment by the Steering Committee and other interested officials and citizens.

Final Documents

Thirty (30) bound copies and one (1) camera-ready final copy of the approved Landscape Code Update and a separate executive summary including all text and graphics, will be prepared and submitted to the City. Additional copies of the Landscape Code Update will be prepared for the City for a separately-negotiated price.

Computer Storage

The plan text will be stored on an IBM compatible word processing computer in Microsoft Word.

COMPUTER-ENHANCED PHOTO IMAGES

Computer-enhanced photo images are an effective way to illustrate the way that landscape improvements will look on a particular site when installed and mature. As an additional service if requested, McKA will provide computer-enhanced images in each of the following four formats:

Display Images

Display-sized images will be prepared and mounted on 24" x 36" display boards.

Report Images

Report-sized images will be prepared on 8 ½" x 11" or 11" x 17" pages for insertion into the Landscape Code Update.

Digital Images

A computer disk with the computer-enhanced photo images in digitized format will be provided.

B. Meetings

McKA's professional planners will prepare text and graphic materials for use in public meetings before the Planning Commission and City Council. It is expected that three (3) public meetings will be required during completion of the plan, including a public hearing.

C. Schedule

McKA will complete a draft Landscape Code Update for Planning Commission and City Council consideration within three (3) months.

	Month		
Task	1	2	3
1. Project Initiation	✓		
2. Survey of Landscape Code Resources	✓		
3. Review of Current Landscape Code	✓	✓	
4. Review of Case History	✓	✓	
5. Administrative Framework & Procedures	✓	✓	
6. Organizational Framework	✓	✓	
7. Review of Current Provisions	✓	✓	
8. Plan Preparation		✓	
9. Review and Adoption			✓
10. Computer Enhanced Photo Images			✓
	Month		
Meetings	1	2	3
City Administration/Project Supervisor	•	•	
Steering Committee / Planning Commission	•	•	
<u>Planning Commission Public Hearing</u>			•
City Council Public Hearing			•

BICYCLE AND PEDESTRIAN WAY MASTER PLAN WORK PROGRAM

SCOPE OF SERVICES

The McKA/LJB team proposes the following work program for the preparation of the Mason Bicycle and Pedestrian Way Master Plan.

I. PROJECT INITIATION

The purpose of the Project Initiation work element is to establish an organizational structure and work plan that is effective in guiding the plan preparation process. To do this McKA will meet with the City Administration to:

1. **Establish Contact Person:** We recommend that the City establish a **Project Supervisor** to be responsible for coordination with McKA and to oversee the Plan preparation.
2. **Review the Work Program and Schedule:** McKA will present the Work Plan to the City Administration and answer questions to build support and reach an agreement on the specifics of the Work Program and Schedule.
3. **Program Adjustments:** McKA, after consultation with the City, will review the Work Program and Schedule and make adjustments if necessary and desirable.
4. **Identify Major Issues and Goals:** McKA will either survey or interview members of the City Administration to get a preliminary list of Goals and Objectives and to identify the key non-motorized transportation issues that the plan must address.
5. **Request Data/Resources:** With help from the City, McKA will find the best data sources concerning bike trails and pedestrian ways. This includes documents, policies, plans, and demographics from various state, regional agency, county and local governments.

II. PUBLIC PARTICIPATION PLAN

McKA, along with the City Administration, will determine procedures for public input, including coordination with citizens' group representatives, business associations, etc., and the framework for public meetings, public exhibits, press releases and mechanisms for public input.

We recommend that a **Planning Committee** be established to oversee the Plan preparation. The Purpose of the Planning Committee is to:

1. Include all stakeholder groups in the planning process
2. Identify the critical issues early
3. Build public and political support
4. Create consensus on major issues
5. Create a plan based on the Community's vision and needs
6. Foster relationships and teamwork between members.

The Committee should consist of 6 to 12 stakeholders that represent a cross-section of Mason's population. Members may include individuals from the Park Board, Planning Commission, City Council, City administration and community leaders from the residential, recreation and business community. McKA proposes to meet with the Planning Committee on a regular basis.

III. BACKGROUND INVESTIGATION

The purpose of the Background Investigation is to establish a base line of current conditions against which to compare projected and recommended changes. Tasks included in the Background Investigation include:

1. **Data Collection and Analysis:** McKA will collect, review and reference plans, studies, ordinances, policies and publications that are relevant to Mason's bicycle and pedestrian planning and transportation needs. This includes the City's 1992 Comprehensive Plan and Year 2000 Mason Thoroughfare Plan, the resources of Warren County, Hamilton County, Butler County, all surrounding townships, and the Ohio-Kentucky-Indiana Regional Council of Governments (*Regional Bike Plan*) will be investigated. We will also review and utilize the Ohio Department of Transportation's (ODOT) *Policy and Procedure for Bicycle Projects* and other state publications regarding nonmotorized transportation. McKA will collect primary data on ten streets, easements, and corridors.
2. **Inventory Existing Nonmotorized Transportation System:** McKA will inventory and map Mason's existing pedestrian path network to include bike trails, foot paths, multiple-use trails, sidewalks and bike trails. McKA will also survey the general condition of the pedestrian path/trail network.
3. **Regional Position:** McKA will identify the City's position within the regional bicycle and pedestrian transportation system. McKA will identify possible links to the regional non-motorized transportation network.

4. **Identify User Groups:** Using existing data sources, population projections and demographic reports, McKA will identify the user groups that are likely to utilize a pedestrian path network in Mason. The users groups will be identified by analyzing Mason's socio-economic characteristics including population, median age, age groups, median household income, occupational characteristics, housing characteristics and identification of persons with disabilities.

McKA will present the finding of the Background Investigation to the City Administration and/or the Planning Committee, if established. The findings of the Background Investigation will better enable the City to articulate goals and objective statements.

IV. GOALS AND OBJECTIVES

The Goals and Objectives will be reviewed, added to and refined throughout the planning process. The ideas and priorities that are arrived at by consensus will be composed into a statement of Goals and Objectives that will set the agenda for the Plan.

1. **Compilation of Goals and Objectives:** The preliminary list will consist of the preliminary goals established by the City administration, and other parties involved early in the planning process.
2. **Evaluation, Re-ordering and Articulation:** The Goals and Objectives will be revised and refined throughout the planning process. McKA will evaluate the Goals and Objectives and re-order, if appropriate, to produce a comprehensible and categorical list of the expectations of the Plan.
3. **City/Planning Committee Review:** The City Administration and/or Planning Committee will review the draft Goals and Objectives on a monthly basis.
4. **Preparation of Final Goals and Objectives:** McKA will finalize the list as approved by the Steering Committee and City administration.

V. STRATEGIC ISSUES INVESTIGATION

We propose to conduct a **Strategic Issues Investigation** to provide an in-depth examination of issues of strategic importance to the City's nonmotorized transportation network. Issues of strategic importance may relate to planning and development issues for improving the City's bicycle and pedestrian transportation system. The important issues that are identified will be used as the basis for the Plan.

1. **Consultant's Findings:** McKA/LJB will identify the issues that are of strategic importance based on our Background Investigation, research and consultations with the City. These issues may include:

- a. **Access Restrictions:** Trail rules can restrict certain types of pedestrian transportation such as bikes or skateboards. Pets can also be prohibited on trails.
 - b. **Amenities:** The plan should address the various amenities that are available to increase the enjoyment of the trail network such as benches, water fountains, informative kiosks, maps and restrooms.
 - c. **Path Type:** There are several trail design configurations that have different degrees of safety and maintenance.
2. **City Involvement:** We propose to involve the Steering Committee and City administration in a process that will look at the strategic issues from a fresh perspective, so that the effort produces consensus on issues which the Plan should address and concrete information that can be used to prepare a workable Plan.
 3. **Plan Concepts/Courses of Action:** McKA will examine and report the expected impact of various courses of action on the bicycle and pedestrian system in the Master Plan. Our objective will be to "paint a picture" of what the impact of a course of action will be. Because the emphasis of the plan will be on nonmotorized transportation, it is essential that the City understands the implications and probable outcomes of our recommendations.
 4. **Feasibility Evaluation:** McKA and LJB will determine if the chosen course of action (or a series of actions) is reasonable. The City must be confident that the plan is reasonable and can be realistically implemented.

VI. ACTION PLAN

Based on the results and findings from the Background Investigation, Goals and Objectives and input from the City Administration and the Planning Committee, McKA will prepare an Action Plan. The Action Plan will be the basis for plan implementation and will contain specific recommendations, including:

1. **Connection of Current Network:** McKA/LJB will make specific recommendations to connect Mason's existing sidewalk and path system with new trails and sidewalks. We will identify feasible locations, rights-of-way and corridors to develop new trails and sidewalks.
2. **Inclusion of Public Assembly Areas:** McKA/LJB will identify feasible linkages to areas of public importance such as City parks, open spaces, natural corridors, Community Center, Central Business District and schools.

3. **Regional Linkages:** McKA/LJB will inventory the regional bike trail and path system. Particular attention will be paid on the proposed and existing trail system adjacent to Mason. We will work with neighboring jurisdictions and OKI to identify existing and proposed trails and connectors (links to regional trails such as the Little Miami Trail) that are or will be built in Mason's vicinity.
4. **Design Manual:** McKA/LJB will produce a construction design manual that meets ODOT's design requirements for bike trails. It will also show best practices in bike trail design from other states that may address user safety and comfort. American Association of State Highway and Transportation Officials' (ASHTO) *Guide for the Development of Bicycle Facilities*, *Ohio's Policy and Procedure for Bicycle Projects*, and *Manual on Uniform Traffic Control Devices* will be referenced.
5. **Project Prioritization:** Plan recommendations will be prioritized based on a four tier classification system. The priority classes include:
 1. **Immediate:** (0 - 1 years)
 2. **Short Range:** (2 - 6 years)
 3. **Intermediate:** (7 - 10 years)
 4. **Long Range:** (11 plus years)

Projects will be prioritized based on the Administration's goals and vision, City resources, funding, feasibility and need.

VII. DETERMINATION OF ALTERNATIVES AND SOLUTIONS

The purpose of this element of the Work Program is to provide guidance to the Planning Committee, City Administration, Planning Commission, Park Board and City Council in its selection of the optimum future bicycle and pedestrian system and policy for Mason.

1. **Alternative Identification:** McKA/LJB will research and compile and identify Alternatives and Solutions to obstacles to implementing varying goals and objectives. The alternatives to be presented will be more clearly articulated by the Goals and Objectives as they are developed. McKA will be consulted for direction on the alternatives to be developed.
2. **Preparation of Descriptions and Evaluations of Alternatives:** McKA will prepare descriptions and display-size maps of each alternative.
3. **Presentation of Alternatives:** McKA will present the alternatives to the Steering Committee, Park Board, City Administration and Planning Commission. The presentation will include an evaluation of the advantages and disadvantages of each alternative, and where appropriate, a recommendation to the City administration of one alternative.

4. **Selection of Preferred Alternative:** The City and McKA will select the preferred alternative, which may be one of the alternatives presented or another alternative which includes aspects of one or more of the alternatives presented.

McKA will include alternatives that complies with the design principles of **CPTED** (Crime Prevention Through Environmental Design) and **Traffic Calming**.

CPTED is based on the theory that the proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime and an improvement in the quality of life. These principles, when included in the planning process, quell the perception of crime associated with pedestrian trails that run through or adjacent to neighborhoods.

VIII. MAP PREPARATION

High quality color graphics and maps will be produced to graphically show the existing nonmotorized transportation system in its current condition and planned improvements.

All maps for the Plan will be prepared digitally in Arc View 3.1, or other format acceptable to the City. McKA will prepare limited updates to the City's base map that are needed. McKA will perform the following tasks:

1. **Inventory of Map Resources:** McKA will consult with City staff to identify available maps for the Plan process.
2. **Determination of Maps Needed for the Plan:** Based upon the available data and survey/analysis efforts, the Team will, with staff, determine appropriate maps for inclusion in the plan. We propose the following maps, at minimum, be included in the Plan, which will also be provided at display scale.
 - a. **Regional Non-Motorized Pathways Map** will show existing pathways in the region. The pathways will be classified by type or function and status (i.e. planned, proposed or existing).
 - b. **Existing Conditions Map** will contain all current bicycle and pedestrian ways and their connections to the vehicular transportation system within the City of Mason and surrounding the City.
 - c. **Recommended System Improvement Map/Action Plan** will show all proposed bicycle and pedestrian ways and their connections to the motorized and nonmotorized transportation systems and linkages with existing pathways within the City of Mason and in a three to five mile radius surrounding the City.
 - d. **Existing Recreation Resource and Land Use Map** will show all recreational resources within the City of Mason and generalized land uses which will impact trail/pathway usage.

IX. IMPLEMENTATION

McKA/LJB will describe tools available to the users of the Plan. This process will begin with the initial meetings with the City and during the public meetings because some of the most effective and frequently overlooked resources for the implementation are the people, groups, associations and programs in the community.

1. **Outline of Implementable Plan Recommendations:** McKA will prepare a list of recommended policies and actions from the Plan draft.
2. **Outline of Implementation Tools:** McKA will work with the City administration to determine the implementation tools that the City possesses.
3. **Outline and Description of Implementation Recommendations:** McKA will match policy recommendations of the Plan draft with implementation tools and prepare a description of the actions that the City should take toward implementation. The list of recommended actions and their descriptions will be included in the Plan.

Included in the implementation plan will be the following:

1. **Financing Strategies.** The Plan will address opportunities for funding through federal, state, regional and local sources.
2. **Grant Acquisition:** The plan will outline the steps required to qualify for grants under the Transportation Equity Grant for the 21st Century of 1986 (TEA-21). The State of Ohio has specific guidelines that bike trails must comply with to be eligible for funding. Ohio's Nature Works grant requirements will also be identified.
3. **Master Plan, Zoning Ordinance and Map Changes.** McKA will provide preliminary recommendations for the Zoning Ordinance and map revisions. Our recommendations will pertain to standards that require the provision of bicycle and pedestrian facilities and amenities within rights-of-way and within developments. McKA/ LJB will also make recommendations to change zoning language due to inappropriate land use and transportation conflicts.
4. **Subdivision Regulations Amendments.** McKA will review the City's Subdivision Regulations and recommend any changes that would be necessary to implement the recommendations of the Plan.
5. **Capital Improvements Plan:** McKA/LJB will include general recommendations and construction costs estimates for the City's Capital Improvements Plan to accommodate expanded and improved bike trails and pedestrian ways for the ensuing six years.

X. PLAN PREPARATION

McKA will consolidate the data, analyses, goals and objectives, maps, and recommendations and selected alternatives into a cohesive Plan that will include recommendations for bicycle and pedestrian transportation development and improvement.

1. **Synthesis of Findings:** McKA will synthesize the findings of existing and pertinent data, analysis, goals and objectives, and the preferred transportation alternative into a form that can be used for application to specific parts the transportation system.
2. **Detailed Analysis of Applications:** McKA will apply the findings to the transportation system of the City. The result will be specific recommendations of improvements and additions to the bicycle and pedestrian system and their interjection into the overall transportation system of the City.
3. **Mapping:** The Team's findings of current conditions and recommendations will be mapped for the entire City in digital format.
4. **Policy Formulation and Description:** The recommendations of transportation improvements development will be described and policies will be defined for implementation.
5. **End Products:** McKA will deliver up to fifteen (15) copies of the draft plan to the City. The draft plan will be professional in appearance (of the same quality as the final adopted plan) and bound in a method approved by the City.

The draft plan will be prepared to include all components required for submission to ODNR for a Nature Works Grant and a TEA-21 Transportation Enhancement Grant.

The draft plan (and finalized plan) will contain the following:

1. A **brief introduction** which states the purpose and need for the Plan
2. A list of bicycle and pedestrian **Goals and Objectives** based on public participation and strategic issues investigation.
3. A **Design Manual** which illustrates general construction, safety, dimensional standards and requirements for bicycle and pedestrian ways. McKA/LJB will work with City to identify desired elements to incorporate into the Design Manual. These elements may include building setbacks, pavement markers, construction materials and signage.
4. A list of **Alternatives and Solutions.**

5. **Recommendations** for new bicycle and pedestrian ways and connections to the City's major centers and transportation system and to adjacent community networks.
6. **Implementation** techniques that will discuss the opportunities available to Mason to act upon the goals, objectives and recommendations of the plan. This section will include in-depth discussion on public and private funding sources.
7. A **Summary** section containing a concise list of all specific recommendations based on the public participation activities, consensus-building workshop meetings with City administration and officials and sound non-motorized transportation planning principles.
8. **Maps** (both new and, as needed, reproductions of pertinent existing products) produced in digitized format, drawings, and other tabular data summaries to show specific planning information.
9. As needed, appendices and **Executive Summaries** and other data.

XI. PUBLIC MEETINGS

The purpose of public meetings are to provide the public the opportunity to comment on the draft Plan, prior to adoption and to ensure that the Plan's adoption complies with City ordinances and is consistent with the Ohio Planning Law. Section 713.25 of the Ohio Revised Code recommends that at least one or two public hearings be held by the Planning Commission prior to adoption of a comprehensive plan. We recommend the same action be taken for the adoption of the Bicycle and Pedestrian Way Master Plan.

1. **Preparation:** McKA will meet with the Project Supervisor prior to the public hearing to discuss the conduct of the public meeting and the materials needed. McKA will prepare all materials and graphic displays, which will include, at a minimum, three (3) 24" x 48" display maps.
2. **Public Meeting:** McKA will attend up to four (4) public meetings, present the Plan to the public, and respond to questions.
3. **Follow-up:** McKA will review the comments from the meetings with the Steering Committee and City administration. The adjustments to the Draft Plan will be jointly discussed. McKA will revise the Draft Plan as jointly decided upon to take into consideration the concerns of the public.

XII. PREPARATION OF FINAL DOCUMENT

McKA will prepare the final report into an attractive and useful document that will enable any resident, business person, etc., to understand the process, issues and recommendations.

When the final draft is completed and has received approval by the Planning Committee, Planning Commission or Park Board, the final document will be prepared.

End Product

The Plan will include graphic and written documents, which together will indicate the location, character, extent, relationship and City's intent for future bicycle and pedestrian transportation improvements.

McKA will provide the City with thirty (30) bound color copies of the Mason Bicycle and Pedestrian Way Master Plan, along with a reproducible copy and a disk formatted in a format in Microsoft Word. The final Plan will be professional in appearance and bound in manner approved by the City with suitable cover and interior graphics and maps. Additional copies will be provided at documented cost.

The Final Plan will be delivered to the City within one (1) month of receipt of comments from the City on the Draft Plan.

WORK PLAN AND MEETING SCHEDULE

McKA will complete a draft of the Mason Bicycle and Pedestrian Way Master Plan within an agreed-upon time. Following is a typical schedule within a six-month time frame.

	Month					
Task	1	2	3	4	5	6
1. Project Initiation	✓					
2. Data Collection & Analysis	✓	✓				
3. Strategic Issues Investigation		✓				
4. Goals & Objectives	✓	✓				
5. Map Preparation		✓	✓			
6. Action Plan		✓	✓	✓		
7. Determination of Alternatives and Solutions			✓	✓		
8. Implementation				✓	✓	
9. Plan Preparation				✓	✓	✓
10. Public Meetings						✓
11. Preparation of Final Document						✓
	Month					
Meetings	1	2	3	4	5	6
City Administration	•	•	•	•	•	
Steering Committee / Planning Commission / Park Board		•	•	•	•	
City Council Public Hearing						•

ATTACHMENT B

**Professional Services Agreement between the City of Mason, Ohio, and
McKenna Associates, Incorporated**

PROFESSIONAL FEES

McKenna Associates, Incorporated, Service Provider to the City of Mason, Ohio, shall invoice the following professional fees:

Landscape Code Update:

Landscape Code Update - \$9,500, plus up to \$500 in documented reimbursable expenses.

This price includes four (4) computer-enhanced photo images (paired images - before and after) and related text descriptions.

Bicycle and Pedestrian Way Master Plan:

Bicycle and Pedestrian Way Master Plan - \$16,500, plus up to \$1,000 in documented reimbursable expenses.