

## AGREEMENT

This agreement is entered into on this 15 day of JULY 2003, by and between the City of Mason, (hereinafter referred to as City), and LSR Consultants, (hereinafter referred to as Consultant).

It is in the best interest of the City and its residents and businesses to employ the Consultant for the purpose of designing and implementing a comprehensive commercial revitalization program for downtown Mason. Now, therefore, the parties do mutually agree, as follows:

### **I. SCOPE OF SERVICES**

The Contractor shall oversee the work of the Downtown Mason Association (DMA) and its four working subcommittees including Organization, Economic Renaissance, Promotions, and Design. Below is a summary of the purpose and goals of each of the four subcommittees:

**A. Organization - Purpose:** To build collaborative partnerships between a broad range of organization, agencies, businesses and individuals, and to mobilize volunteer support for the revitalization effort. A key tenet of the Organization Subcommittee is the recognition that many individuals and organizations in the community have a stake in the economic viability of the downtown.

#### *Goals:*

- Designation of a downtown lead organization, (e.g., a downtown merchants' association, an arm of the Chamber and/or City of Mason, or a separate 501-C3 corporation).
- Fundraising for the downtown initiative, (e.g., "Adopt a Streetlight/Bench/Planter" program, corporate donations, grants and foundations, etc.).
- Identification of long-term (five year) goals for the downtown initiative.
- Oversee the development and implementation of the Downtown Mason Comprehensive Plan and Market Analysis.
- Develop proposal to submit to Mason City Council for hiring a full-time downtown manager.

**B. Promotion – Purpose:** To market the downtown's unique characteristics and assets to shoppers, investors, new businesses, tourists, and others.

#### *Goals:*

- Recruit more Downtown property owners, businesses and residents to DMA.
- Development of a Downtown Mason Web Page.
- Issue more frequent and consistent news articles and guest editorials on plans and activities of DMA.
- Publish a regular feature article in the city newsletter *Mason Matters*.
- Work with the Organization Subcommittee to help provide input in the Downtown Mason Comprehensive Plan and Market Analysis.

- Develop a theme to incorporate in downtown streetscaping, (e.g., signage, banners, benches, planters, street lamps, pavers, trees).
- Sponsor joint subcommittee meetings
- Develop one or two new special events in downtown.

C. **Design – Purpose:** To improve the downtown’s physical environment and rehabilitate historic and traditional commercial buildings. Design also entails improvements to the downtown streetscape including lighting, parking areas, signs, sidewalks, landscaping, infrastructure (streets, curb and gutter and utilities), and window displays.

*Goals:*

- Provide input in the Downtown Mason Comprehensive Plan and Market Analysis to provide two alternate design plans for Downtown Mason.
- Develop an Overlay District and Design Guidelines in downtown to protect historic and architectural integrity of downtown buildings and streetscape.
- Conduct a complete inventory of historically significant buildings in Downtown Mason and prepare a plan to encourage property owners to nominate buildings for listing on state and/or federal historic register.

D. **Economic Renaissance – Purpose:** To strengthen and diversify the existing economic base of the downtown area. Economic Renaissance activities include developing programs to help existing downtown businesses expand, recruitment of new businesses to downtown, development of a plan to convert unused space into productive property while providing a balanced mix of businesses, converting unused space and sharpening the competitiveness of downtown businesses.

*Goals:*

- Analyze the market study component of the Downtown Mason Comprehensive Plan and Market Analysis and its relationship to downtown revitalization and business recruitment .
- Analyze benefits/costs of designating Downtown Mason as a Community Reinvestment Area (CRA).
- Analyze using a portion of CDBG funds to establish a façade improvement loan program for downtown property owners.
- Investigate other tax and financial incentive programs to help stimulate new investment and re-investment in Downtown Mason.
- Work with city or downtown organization to recruit targeted businesses to Downtown Mason, based in part on results of marketing analysis.

**2. REPORTING**

The consultant will provide timely progress reports for staff and council information including periodic informational memos on matters of importance.

**3. COMPENSATION**

For all work performed, Consultant shall receive as compensation an hourly fee of \$85.00 per hour not to exceed \$3,000.00 per month, plus reimbursable, out of pocket expenses.

Compensation shall be paid within thirty days of invoice. If the City chooses to undertake any ancillary studies or plans recommended as part of the downtown program, the City will be responsible for these costs. Examples include the proposed Downtown Comprehensive Plan and Market Analysis and the development of design guidelines for the downtown.

#### **4. TERMS**

This agreement is for the period of time from April 2003 through October 2003. This agreement may be terminated upon thirty (30) days written notice by either party. This agreement may further be extended by mutual agreement between the parties within thirty (30) days prior to termination.

#### **5. OTHER BENEFITS**

This is intended to create an independent contract relationship between the City and Consultant. As such, Consultant shall not receive any benefits generally accorded employees of the City. Consultant is solely responsible for all state, local, and federal taxes, including all self-employment taxes owed for purposes of Social Security. No Public Employees Retirement Service Benefits will be paid.

#### **6. ASSIGNMENT OF WORK**

Consultant will be solely responsible for determining the time and place of performance of the work called for under this contract, except for attendance at predetermined meetings of the City or other meetings requiring the attendance of the Consultant. It is understood the City expects to have Consultant services available on an as needed basis during regular business day hours.

The City Manager or his designee shall be solely responsible for assigning work to the Consultant.

Consultant shall complete all work assigned as expeditiously as possible, given constraints of Consultant's schedule, the urgency of the request, and the complexity of the assignment.

#### **7. CONSTRUCTION AND INTERPRETATION**

This agreement shall be interpreted in accordance with the laws of the State of Ohio.

Should any portion of this agreement be found to be invalid, the invalidity of that portion shall not affect the remainder of this agreement.

This agreement constitutes the entire agreement between the parties and all oral or contemporaneous written agreements are incorporated herein.

This agreement shall not be construed in favor of either of the parties thereto.


**8. ASSIGNABILITY**

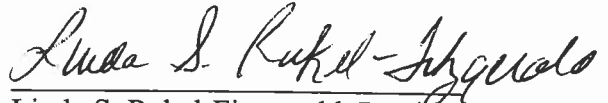
Both parties agree that any amendment of this agreement must be in writing, signed and dated by both parties and attached to the original.

IN WITNESS WHEREOF, this agreement is executed this

18<sup>th</sup> day of July

2003.

  
Scot F. Lahrmer, City Manager  
City of Mason

  
Linda S. Rakel-Fitzgerald, President  
LSR Consultants

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