



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on the 1st of April, 2021, by and between CHM, LLC d/b/a Atlas Community Studios, a Nevada limited liability company (herein referred to as “Consultant”); and the City of John Day, Oregon (hereinafter referred to as “Owner”). WHEREAS, the Owner desires for Consultant to provide certain services in accordance with the Scope of Work set forth herein, consistent with the proposal (the “Services Proposal”), per the fees or hourly rates as depicted in the Payment and Invoicing section below, and the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and Consultant further agree as follows:

I. PROJECT NAME.

The “Project” shall be described as:

John Day Technical Assistance

II. PROJECT TERM.

The term of this Agreement shall be from April 1, 2021 to March 31, 2022. The Agreement may be terminated earlier by final completion of the services by the Consultant and acceptance of the services by the Owner or through the termination provisions provided herein.

III. PROJECT SCOPE OF WORK.

The following is a summary of the professional services to be provided by the Consultant (collectively, the “Scope of Work”). Consultant will provide these professional services consistent with the detailed description of the Project’s goals and objectives outlined in the Services Proposal attached hereto as **Exhibit 1**. The Scope of Work is expressly limited to professional services relating to and for the benefit of the “Project Area,” which is defined and described in detail in **Exhibit 2** to this Agreement.

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

Owner understands and agrees that completion of the Scope of Work is contingent upon Owner's prompt payment and compliance with the terms and conditions set forth herein. Owner further understands and agrees that this Scope of Work is based upon Consultant's subjective understanding of the requirements of the Project, and that a material term of this Agreement is Consultant's sole and complete discretion as to the scope and nature of the professional services provided. Owner understands and agrees that the scope and nature of the professional services provided may change over time at the Consultant's sole and complete discretion, and that any such changes that do not result in material changes to the Scope of Work below are expressly agreed upon in advance by the Parties and do not require Owner's subsequent approval and/or execution of a Change Order prior to implementation of said changes. To the extent that any actual or perceived conflict arises or exists between the Scope of Work provided below and the goals and objectives identified in the Services Proposal, the Scope of Work identified herein controls. Owner understands and agrees that Consultant has not and cannot guarantee results beyond completion of the Scope of Work provided herein.

A. Technical Assistance & Advisory Services

1. Facilitate bi-monthly video meetings/conference calls with client to determine upcoming priorities
2. Participate on supplemental video meetings/conference calls (as needed)
3. Advise client on best practices and community-specific matters related to creative placemaking, housing, workforce development and talent attraction, downtown/main street revitalization, asset-based development, tourism, parks and recreation, branding, marketing and communications, and grants/loans and incentives
4. Conduct relevant, topical research (see "topics" above)
5. Make recommendations to client based on available data and research

IV. EXCLUDED SERVICES

Given the complexity and discretionary nature of the professional services provided by Consultant, it is understandable and anticipated that Owner may have certain expectations as to the scope and nature of the professional services provided that are inconsistent with the intent of this Agreement and/or that fall outside the Scope of Work as it is understood by the Consultant. Owner understands and agrees that Consultant has the sole and complete discretion to determine which professional services are necessary for the completion of the Scope of Work and are thus required under this Agreement. Notwithstanding the foregoing, Consultant desires to limit any confusion that may arise as to professional services that fall within the Scope of Work, and

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

those that do not. **Accordingly, the following is a non-exhaustive list of professional services that are expressly excluded from the Scope of Work.** This non-exhaustive list is provided as a courtesy to inform the Owner about certain express limitations on the professional services provided by the Consultant under this Agreement. Nothing herein shall act as a waiver of the Consultant's complete discretion as to the scope and nature of professional services provided. In the event that the excluded professional services identified herein conflict with the Services Proposal, this Agreement controls and those professional services shall be deemed as excluded from the Scope of Work.

- A. Workshops:** Facilitate topic-specific workshops for the community and/or local organizations
- B. Community Visioning:** Facilitate visioning/input sessions with the community
- C. Playbook:** Develop a project- or topic-specific strategy for economic community development based on visioning and stakeholder engagement
- D. Action Plan:** Develop a project-based and/or topic-specific strategy(ies) for economic community development based on extensive visioning and stakeholder engagement
- E. Master Plan:** Develop a citywide or neighborhood-specific strategy(ies) for local development and growth based on extensive visioning, focus groups, and stakeholder engagement
- F. Grant Writing:** Developing and writing competitive proposals for federal, state, and private grants

V. MODIFICATION OF THE SCOPE OF WORK

The Scope of Work described herein may only be expanded, reduced, or otherwise modified by execution of a written "Change Order" prepared by Consultant. All Change Orders must be executed by both Owner and Consultant, at which point said Change Order shall constitute an amendment to this Agreement. In the event that a Change Order conflicts with the terms of this Agreement and/or any previous Change Order, the terms of the most recent fully executed Change Order control. Any actual or perceived conflicts or ambiguities in this Agreement, as amended, that arise from the execution of a Change Order shall be resolved in favor of effectuating the terms of the most recent Change Order. The Consultant will be entitled to additional compensation to coordinate such changes, and a fee of \$250.00 shall be assessed per Change Order, separate and apart from any other negotiated changes in compensation terms, to account for said coordination and preparation of the Change Order. In the event that a Change Order calls for services billed at an hourly rate, Consultant will bill for the services of its professional staff by the hour at their regular published rates, in accordance with the Rate Sheet attached hereto as **Exhibit 3**. Time is billed descriptively in one hour increments, and all time is rounded up to the next hour. Consultant's rates are reviewed annually, at year end. Owner expressly understands and agrees that

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

said rates may be subject to increase on an annual basis, and that failure to object in writing to a notice of rate increase within 14 days of receipt of said written notice shall constitute an acceptance of the same.

VI. OWNER RESPONSIBILITIES

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

1. Designate in writing a person to act as Owner's "Designated Representative" with respect to the services to be rendered under this Agreement. Owner's Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and procedures, and make decisions binding upon the Owner with respect to Consultant's services for the Project;
2. Provide all criteria and full information as to Owner's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations;
3. Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to the Project;
4. Arrange for access and make all provisions necessary for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement;
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance professionals, CPAs, and any other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time (subject to any notice periods established in this Agreement) so as not to delay the services of the Consultant;
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project;
7. Use Owner's best efforts and to direct third parties to utilize their best efforts to give priority to and otherwise satisfy any and all requests, requirements, or directions of Consultant relating to or in furtherance of the services provided to Owner;
8. Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect or non-conformance in the work of any Contractor, subject to the Services Verification clause set forth below; and
9. Arrange for financing and pay for services as agreed to in this Agreement.

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

VII. PAYMENT AND INVOICING.

A. FLAT FEE:

Owner shall pay Consultant \$42,000 for the performance of the Scope of Work detailed in this Agreement. Owner agrees to pay Consultant in accordance with the Billing Schedule set forth below. Payment will not be made on a salary or hourly rate. All payments under this contract shall be to the trade or business name of the Consultant. No payments will be personally made to an individual under this contract.

| BILLING SCHEDULE | | | |
|------------------|------------------------|---------|--------------------|
| % OF COMPLETION | | FEE | DUE |
| 8.3% | of total contract cost | \$3,500 | April 30, 2021 |
| 8.3% | of total contract cost | \$3,500 | May 31, 2021 |
| 8.3% | of total contract cost | \$3,500 | June 30, 2021 |
| 8.3% | of total contract cost | \$3,500 | July 31, 2021 |
| 8.3% | of total contract cost | \$3,500 | August 31, 2021 |
| 8.3% | of total contract cost | \$3,500 | September 30, 2021 |
| 8.3% | of total contract cost | \$3,500 | October 31, 2021 |
| 8.3% | of total contract cost | \$3,500 | November 30, 2021 |
| 8.3% | of total contract cost | \$3,500 | December 31, 2021 |
| 8.3% | of total contract cost | \$3,500 | January 31, 2022 |
| 8.3% | of total contract cost | \$3,500 | February 28, 2022 |
| 8.3% | of total contract cost | \$3,500 | March 31, 2022 |

In addition to professional fees and the costs specifically included as part of the flat fee agreed upon herein, it may be necessary for Consultant to incur additional costs and expenses on Owner's behalf, for which we will expect to be reimbursed, if under \$500.00, along with payment of Consultant's invoices. Costs and expenses in excess of \$500.00 will be submitted to Owner directly for immediate payment. Owner understands and agrees

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

that time is of the essence as it relates to payment of these invoices, and holds Consultant harmless for any and all delays, problems, non-performance of part or all of the Scope of Work, and/or additional expenses incurred as a result of delayed payment or non-payment of the same.

B. INVOICING:

The Consultant will submit invoices on a monthly basis. Invoices will be sent to Owner's Designated Representative in accordance with the Notice clause below. Upon request, Consultant shall provide documentation of its expenses. Payment of such invoices will be due within thirty (30) days of the receipt thereof. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded monthly.

C. SERVICES VERIFICATION:

From time to time, at the Consultant's complete discretion, Consultant will send Owner a Notice of Completion. Each Notice of Completion will serve as notice to Owner that the services identified therein been completed in accordance with the terms of this Agreement. Upon receipt of any Notice of Completion, Owner's Designated Representative shall review said Notice of Completion, the operative Scope of Work, as amended by any Change Orders, and examine the services provided by Consultant for any defect, non-conformance, or other objection or rejection of the services performed. In the event that Owner determines that any services provided by Consultant identified in the Notice of Completion are not satisfactory, in part or in full, Owner may serve written notice of all such complaints or objections to Consultant within fourteen (14) days of the date of the subject Notice of Completion identifying said services (the "Services Objection"). All Services Objections must be served in accordance with the Notice clause set forth below. Owner understands and agrees that Owner's failure to serve a Services Objection on Consultant within the fourteen (14) day period described herein shall constitute Owner's complete, unconditional, and unwaivable approval of the services identified in the subject Notice of Completion.

Upon receipt of any Services Objection, Consultant will review the Services Objection and either (a) provide Owner with a written proposal to remedy Owner's Objections, either at Consultant's cost or through a Change Order, or (b) provide written notice of its rejection of the Services Objection. Until the Parties reach an agreement on resolution of the Services Objection or the Agreement is otherwise terminated, Consultant may, at any time, suspend all services to Owner as set forth in the Termination clause below.

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

VIII. ADDITIONAL TERMS AND CONDITIONS

A. ATTORNEY'S FEES:

In the event any dispute relating to or arising from this Agreement is submitted to mediation, arbitration, or litigation, or in the event an attorney is retained by any Party to this Agreement to enforce its terms, or to collect any damages due for breach hereof, the Party or Parties, prevailing in such mediation, arbitration and/or litigation shall be entitled, in addition to such other relief as maybe granted, to a reasonable sum as and for his attorney fees in such mediation, arbitration and/or litigation, which shall be determined by the court in such mediation, arbitration and/or litigation or in a separate action brought for that purpose, and shall each be considered a party for the purposes of this provision.

B. CONFIDENTIALITY:

The Parties and each of their respective employees, officers, managers, partners, members, agents, attorneys, representatives, affiliates, related companies, and successors, hereby agree to keep this Agreement and its terms confidential. No Party shall disclose this Agreement or its terms to any other person or third party, except: (i) with the specific written consent of the other Party; (ii) as required by a court or other governmental body, or as otherwise required by law, or to enforce the terms of this Agreement; provided, however, that if a Party receives a subpoena or other process or order requiring production of this Agreement or the terms thereof, such Party shall promptly notify the other Party (by written notice delivered to that Party) so that each Party has a reasonable opportunity to object to such subpoena, process or order. It is understood that the Party objecting to disclosure shall have the burden of defending against such subpoena, process or order and the Party receiving the subpoena, process or order shall be entitled to comply with it unless the objecting Party is successful in obtaining an order modifying or quashing it; (iii) to legal counsel of or for the Parties; (iv) to their respective officers, employees, members, or managers of the Parties, on a need-to-know basis only, and provided that such persons agree to keep the terms of the Agreement confidential; and (v) to accountants, banks, insurers, reinsurers, investors, potential investors, financing sources, and other advisors or consultants of the Parties, on a need-to-know basis only, and provided that such recipients agree to keep the terms of the Agreement confidential. Further, the Parties agree not to discuss the any dispute relating to or arising from this Agreement publicly.

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

C. DISPUTE RESOLUTION:

Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. Mediation is an express condition precedent to arbitration, litigation, or any administrative action meant to resolve claims, disputes, or other matters relating to this Agreement. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Consultant, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

In the event that mediation is unsuccessful, Owner and Consultant expressly agree to resolve any claims, disputes, or other matters relating to or arising from this Agreement in binding arbitration. The Parties shall attempt to agree to a particular arbitrator and associated rules of arbitration, however, in the event that an agreement cannot be reached, the Parties shall submit this matter to binding arbitration with the American Arbitration Association (“AAA”), and will comply with AAA’s rules and procedural requirements. In the event any party is required to file suit in order to obtain injunctive relief or other relief requiring a court order, the Parties agree to stay the matter for all other purposes and submit the matter to arbitration.

D. ENFORCEMENT:

The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

E. EXCLUSIVITY:

Owner understands and agrees that Consultant is engaged in providing these types of services for persons or entities other than the Owner, and the Consultant is not required to provide services exclusively to the Owner during the term of this Agreement.

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

F. HAZARDOUS MATERIALS – INDEMNIFICATION:

The Consultant is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmentally damaging substances are found on or under a property. Consultant makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

G. INFORMATION PROVIDED BY OTHERS:

The Consultant shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Consultant does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Consultant harmless from damages that may arise as a result of inaccuracies or omission of information or data supplied by Owner or others to Consultant.

H. INTEGRATION, MODIFICATION, AND COUNTERPARTS:

This Agreement represents the entire and integrated agreement between the Owner and Consultant. All prior representations, discussions, agreements, and negotiations, whether written or oral, have been and are merged and integrated into, and are superseded by, this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as specifically set forth in this Agreement. This Agreement may only be changed or modified by a written instrument executed by all the Parties, and any oral modification hereof shall be ineffective until reduced to such a writing. So long as both Parties execute this Agreement, a copy of this Agreement shall have the same force, effect, and validity as an original Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

I. LIMITATION OF LIABILITY:

The Consultant's liability shall be limited to \$1,000,000.00 or the maximum amount of insurance coverage as

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

indicated on Consultant's certificate of insurance, whichever is less, unless specifically agreed to by separate written agreement negotiated and executed by Owner and Consultant.

J. NOTICE:

Any notice to be given hereunder by either Party to the other, shall be in writing and shall be deemed given when sent by certified mail.

Notices to the Owner shall be addressed to Owner's "Designated Representative" as follows:

Nick Green
City Manager
450 East Main Street John Day, Oregon 97845

Notices to the Consultant shall be addressed to:

CHM, LLC d/b/a Atlas Community Studios
c/o Libby Crimmings
President
520 42nd Street Des Moines, IA 50312

With Copy To:

Kravtiz, Schnitzer & Johnson, Chtd.
c/o Michael R. Esposito, Esq.
8985 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

K. OWNERSHIP AND REUSE OF DOCUMENTS:

All reports, plans, specifications, and other documents written and/or electronic, prepared by Consultant in doing

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

work on the project, shall remain the property of the Consultant. The documents prepared by the Consultant for this Project are for use solely with respect to this Project. The Consultant's reports, plans, specifications, or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Consultant.

L. RELATIONSHIP OF THE PARTIES:

The parties understand and agree that Consultant is an independent contractor and that Consultant is not an employee, agent or servant of the Owner, nor is Consultant entitled to employment benefits by and through the Owner. CONSULTANT UNDERSTANDS AND AGREES THAT CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONSULTANT IS OBLIGATED TO PAY ALL INCOME TAX OBLIGATIONS ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT. As an independent contractor, Consultants agrees that:

- Consultant does not have the authority to act for the Owner, or to bind the Owner in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Owner;
- Consultant has and hereby retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed or contracted by Consultant for performing the services hereunder;
- Owner will not provide training or instruction to Consultant or any of its employees regarding the performance of services hereunder;
- Neither Consultant, nor its employees or consultants, will receive benefits of any kind from the Owner;
- Consultant represents that it is engaged in providing similar services to other clients and not required to work exclusively for the Owner;
- All services are to be performed solely at the risk of the Consultant and Consultant shall take all precautions necessary for the proper performance thereof; and
- Consultant will not combine its business operations in any way with the Owner's business operations and each party shall maintain their operations as separate and distinct.

M. SEVERABILITY:

If any term, provision, covenant, or condition of this Agreement is held by any arbitrator and/or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

N. TERMINATION AND/OR SUSPENSION OF SERVICES:

Consultant may terminate this Agreement at any time with or without cause by giving the Owner written notice of not less than fourteen (14) days. Owner may terminate this Agreement at any time in the event that Consultant violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement by giving the Consultant written notice of not less than fourteen (14) days.

In the event of termination by Owner, Owner will pay consultant all amounts due and owing as of the date of the conclusion of said fourteen (14) day notice. Additionally, if payments are due pursuant to a Fee Schedule or Billing Schedule, Owner will remit payment of all amounts due or owing under the next scheduled progress payment, regardless of the extent of the services performed by Consultant.

In the event of termination of this Agreement by Consultant, payments will be made to Consultant for all work performed up to the date of termination. If payments are due pursuant to a Fee Schedule or Billing Schedule, Owner will remit payment of a prorated amount of the total amount due or owing under the next scheduled payment, and shall be calculated based upon the termination date identified in Consultant's notice of termination and the number of days in between the last progress payment and the next scheduled progress payment. Regardless of which Party terminates this Agreement, in all cases of termination Consultant will also receive payment for all fees and expenses incurred which are directly attributable to termination of this Agreement.

Failure of the Owner to make complete and timely payments to the Consultant in accordance with the Agreement shall be considered substantial non-performance, a material breach of this Agreement, and cause for termination. Notwithstanding the foregoing, if the Owner fails to make timely payment, the Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice.

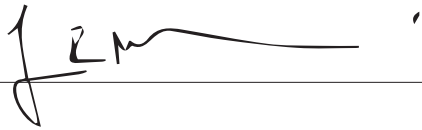
In the event of a suspension of services for any reason(s) allowed under this Agreement, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Suspension of services in no way acts as a modification or waiver of Consultant's right to terminate this Agreement at any point thereafter.

Project Name: John Day Technical Assistance
Project Manager: Zachary Mannheimer

This Agreement is executed as of the Effective Date identified above.

CONSULTANT

CHM, LLC dba Atlas Community Studios, a
Nevada limited liability company



Name: Zachary Mannheimer
Its: CEO

OWNER

The City of John Day, Oregon

Name:
Its:



EXHIBIT 1: PROJECT SERVICES PROPOSAL

TECHNICAL ASSISTANCE PROPOSAL
John Day, OR



520 42nd Street, Suite 200
Des Moines, Iowa 50312
hello@atlastudios.com



March 29, 2021

NICHOLAS GREEN

City Manager, City of John Day
450 East Main Street
John Day, Oregon 97845

Dear Mr. Green,

Atlas Community Studios helps rural communities plan for growth through collaborative strategic planning and simple to execute, realistic plans. We are connectors who find the right people, the right resources, and the right places and bring them together to help transform communities.

Why do some rural towns grow into thriving micropolitan areas, while others see population and economic decline? These changes are driven by forward-thinking planning combined with passionate people who want their communities to thrive.

Atlas' method is a people-centered approach to building strong communities. Our goal is to learn your community's needs, help address your challenges, and provide a comprehensive strategy, engaging our network of partners when and where their expertise is needed. **We hope to join you, not as consultants, but rather as an extension of your team.**

Atlas brings a proven track record of diligent and thoughtful assessment of available resources within a community in both a collaborative and transparent manner. Our portfolio of work includes over 30 step-by-step action plans in small and rural communities across 15 states and 1 Canadian province, ranging from as small as 80 people to a state home to nearly 3 million people. We have extensive first-hand knowledge of the issues plaguing small-town America, from lack of affordable, modern housing to lack of amenities to attract a vital workforce. We look forward to working with you in making John Day, OR the next place to innovate.

A handwritten signature in black ink, appearing to read 'ZM', with a long horizontal line extending to the right.

Zack Mannheimer | CEO
zack@atlastudios.com | 515.333.3994



TABLE OF **Contents**

01

Our Team

04

Past Experience

07

Scope of Work

08

Pricing

OUR Team



Zachary Mannheimer
Chief Executive Officer

Unique Skillset: *Nonprofit Creation, Capital Development Fundraising and Financing, Business Plan Development, Housing Development, Corporate and Community Relationships*

As CEO, Zachary currently manages the firm's resources in delivering placemaking concepts to communities all over the country. Zachary is also CEO at Alquist 3D, a construction company that uses concrete 3D printers to create houses and other structures aimed at dropping the cost of housing, and solving the housing crisis. Zachary serves on the boards of Iowa Public Radio, Iowa Rural Development Council and founded the Des Moines Social Club in 2009. He lives in Iowa City with his wife Sarah, and their three kids Mira, Benjamin and Fiona. He is an opinion contributor to The Hill and his work has been written about in the New York Times, Time Magazine, Politico, The Atlantic and dozens of community publications.

Selected Experience:

- Murphysboro Placemaking Action Plan | Murphysboro, IL
- Atmore Placemaking Action Plan | Atmore, AL
- Creative Placemaking Rural Curriculum | Winthrop-Rockefeller Institute



Libby Crimmings
President

Unique Skillset: *Community Organizing and Consensus Building, Strategic Planning, Public Outreach and Development, Educational Programming*

Libby's decade of experience enables her to bring diverse voices to the table, build consensus, and creatively implement community development strategies with clients across the nation. Prior to joining the Placemaking team, Libby worked with the World Food Prize Foundation as the Director of Global Programs and Partnerships, expanding their education and youth leadership programs; as a legislative assistant for a six-term State Senator; as the Regional Field Director of the ONE Campaign, an advocacy organization against extreme poverty and preventable disease.

Selected Experience:

- Oskaloosa Placemaking Action Plan | Oskaloosa, IA
- Wayne County Housing Action Plan | Wayne County, IA
- Cassopolis Placemaking Action Plan | Cassopolis, MI
- Titusville Placemaking Action Plan | Titusville, PA
- Edinboro Placemaking Action Plan | Edinboro, PA
- Cambridge Springs Action Plan | Cambridge Springs, PA

OUR Team



Alex Holland
Vice President

Unique Skillset: *Strategic Planning and Project Concept Development, Capital Stack Development and Funding Identification, Strategic Plan implementation, Government Relations*

Alex creates and supports the delivery of economic and community development strategies and the engagement of clients, potential clients, and interested parties. Alex has years of experience developing and implementing federal programs and inter-agency initiatives designed to advance economic opportunities in underserved areas of the eight-state Mississippi Delta region.

Selected Experience:

- Bay Minette Placemaking Action Plan | Bay Minette, AL
- Acadia Parish Placemaking Action Plan | Acadia Parish, LA
- Riverside Rising Non-profit Action Plan | Rosedale, MS
- Atmore Placemaking Action Plan | Atmore, AL
- Downtown West Monroe Master Plan | West Monroe, LA



Kate Greene
Redevelopment Director

Unique Skillset: *Equity Crowdfunding and Development Finance for Real Estate Development, Brownfield and Historic Property Redevelopment, Group Facilitation and Relationship Building*

Starting at the grassroots level, Kate Greene began working with public groups and organizations to affect homegrown change. Over the years, she has cultivated her craft, adding finance specializations, targeted property redevelopment, and statewide and national influence in identifying and realizing critical redevelopment opportunities. She has facilitated community interaction and outreach, capacity and relationship building, and engagement with public and private sectors to coordinate data-driven development in rural downtown communities.

Selected Experience:

- Downtown Appalachia Program | West Virginia
- Investment Readiness Assessment | West Virginia
- Connectivity Plan | Fairmont, WV
- Historic Building Redevelopment | Fairmont, WV
- Titusville Placemaking Action Plan | Titusville, PA
- Edinboro Placemaking Action Plan | Edinboro, PA
- Cambridge Springs Action Plan | Cambridge Springs, PA

OUR Team



Lindsey Darland
Creative Director

Unique Skillset: *Brand Creation and Logo Design, Marketing Strategy, Web Design (HTML/CSS & Wordpress), Print Layout, Social Media*

After spending time in a variety of industries ranging from financial to event management and publishing, Lindsey currently leads the creative efforts for Atlas Community Studios. She has over five years of experience developing creative assets, strategies and solutions for clients, and she possesses a diverse skillset and strong understanding of print and digital mediums.

Selected Experience:

- Cassopolis Placemaking Action Plan | Cassopolis, MI
- Titusville Placemaking Action Plan | Titusville, PA
- Edinboro Placemaking Action Plan | Edinboro, PA
- Cambridge Springs Action Plan | Cambridge Springs, PA
- Website development, Murphysboro Placemaking Plan | Murphysboro, IL
- Digital Marketing and Website Development | Ninety-Seven Podcast



Megan Grubb
Community Developer

Unique Skillset: *Program Development & Evaluation, Background Research, Grant Writing, Community Engagement, International Business*

Megan has held positions within the private, public, and government sector, which include working for the State of Arkansas in Little Rock, AR, Harvesters food bank in Kansas City, MO, and the Greater Des Moines Partnership in Des Moines, IA. Megan has extensive knowledge of and experience with conducting community background research, survey development and analysis, and grant writing.

Selected Experience:

- Cabot Placemaking Action Plan | Cabot, AR



PAST **Experience**

STANTON, IOWA

PLACEMAKING ACTION PLAN

COMPLETION DATE

2018

REFERENCE

Kevin Cabbage
CEO & General Manager
Farmer's Mutual Telephone
Company
712.829.2111
kcabbage@fmtc.net

SCOPE OF SERVICES

Creation of steering committee
Visioning and public input
Identification of priority projects
Capacity assessment

- Data analysis
- Concept business models

Funding strategy

- Estimated capital & operating expenses
- Creation of capital campaign committee
- Funding opportunities roadmap (public & private)

Implementation guidance

**This work was completed by the team when they were working as Alchemy Community Transformations, a McClure team.*

OVERVIEW

In 2017, Stanton engaged with our team to create a placemaking action plan to help attract new residents to their community. As a result of the full breadth of stakeholder engagement, steering committee feedback, and quantitative assessment conducted for the City of Stanton, the team discovered numerous opportunities to enhance the community's quality of life and boost residential attraction/retention. These priority projects were designed to address the housing shortage, provide new opportunities for connectivity to natural resources, and create cultural amenities for new and existing residents.

Some of the catalytic projects in the action plan include:

- **Citywide housing initiative:** Create a fund to build new units, rehabilitate existing units, & incentivize new residents
- **Tarkio No. 645 Masonic Lodge mixed-use development:**
 - First floor commercial space (The Hair Company + future tenant)
 - Second floor residential space (two apartments)
- **Trail connectivity:** Construct a trail from downtown Stanton to the existing Greenbelt Trail to nearby Viking Lake
- **Artist residency:** Establish artist residency program in existing building to incentivize artist talent to live in Stanton, produce and showcase art, and educate local residents in their artistic discipline
- **Restaurant:** Create a new full-service restaurant in an existing building on main street

HIGHLIGHTS

- Engaged more than **225** individuals during the visioning/public input phase
- Identified and hired a community development director to implement the action plan and other community initiatives
- Since 2010, more than **\$41.6 million** has been invested in Stanton to make improvements to public infrastructure, housing, community facilities, public education, etc.
- **Since the plan was completed in 2018, Stanton has:**
 - Rehabbed existing houses and built 14 new homes
 - Renovated the Masonic Lodge for mixed-use commercial and residential space
 - Created the FMTC tech center
 - Revitalized the Old Lumberyard into an event center

Access the full plan: atlastudios.com/stanton



ATMORE, ALABAMA

PLACEMAKING ACTION PLAN

COMPLETION DATE

2018

REFERENCE

Foster Kizer
Executive Director
Pride of Atmore
251.583.6009
roexit57@aol.com

SCOPE OF SERVICES

Creation of steering committee
Visioning and public input
Identification of priority projects
Capacity assessment

- Data analysis
- Concept business models

Funding strategy

- Estimated capital & operating expenses
- Creation of capital campaign committee
- Funding opportunities roadmap (public & private)

Implementation guidance

OVERVIEW

In 2017, the City of Atmore engaged our team to create a placemaking action plan to help preserve the Strand Theater. As a result of the full breadth of stakeholder engagement, steering committee feedback, and quantitative assessment conducted for downtown Atmore, the team discovered numerous opportunities to enhance the community's quality of life through cultural and entrepreneurial projects. These priority projects were designed to preserve the historic Strand Theater and revitalize two adjacent buildings to create new amenities for local and regional residents.

Some of the catalytic projects in the action plan include:

- **Strand Social Club (501c3):** New programming such as independent and second run films, live music events, birthday parties, and contemporary concessions.
- **Former hardware store (adjacent building #1):** Performance and event space, classrooms, sound recording studio, and artist residency
- **Anderson family properties (adjacent building #2):** Pizza parlor/bakery, makerspace, and kid's interactive zone

HIGHLIGHTS

- Engaged more than **500 individuals** during the visioning/public input phase
- Identified an executive director to manage the Strand Social Club and engaged the Pride of Atmore to assist with administration
- As of August 2020, more than **\$3.2 million** of public and private funding has been raised to implement priority projects
- In January 2020, renovation of the Strand Theater and adjacent buildings began

**This work was completed by the team when they were working as Alchemy Community Transformations, a McClure team.*

Access the full plan: atlastudios.com/atmore



SCOPE OF **Work**

Atlas Community Studios recognizes that while many rural communities face similar challenges, there is not a one-size-fits-all solution. Below is our recommended scope of work for your community, which is based on a monthly retainer for 12 months.

Technical Assistance & Advisory Services

- Facilitate bi-monthly video meetings/conference calls with client to determine upcoming priorities
- Participate on supplemental video meetings/conference calls (as needed)
- Advise client on best practices and community-specific matters related to creative placemaking, housing, workforce development and talent attraction, downtown/main street revitalization, asset-based development, tourism, parks and recreation, branding, marketing and communications, and grants/loans and incentives
- Conduct relevant, topical research (see “topics” above)
- Make recommendations to client based on available data and research

STRUCTURE OF Pricing

| Date Range | Phases + Key Tasks | Hours | Fee |
|----------------------------------|--|------------|-----------------|
| TECHNICAL ASSISTANCE | | | |
| April 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| May 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| June 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| July 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| August 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| September 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| October 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| November 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| December 2021 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| January 2022 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| February 2022 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| March 2022 | Monthly retainer for advisory services | 20 | \$3,500.00 |
| | Total | 240 | \$42,000 |
| PROJECT EXPENSES (TRAVEL) | | | |
| Assumes a 4-day, 3-night trip | Airfare (per person) | N/A | \$500.00 |
| | Lodging (per person) | N/A | \$450.00 |
| | Rental vehicle/fuel | N/A | \$320.00 |
| | Meals (per person) | N/A | \$240.00 |
| | Total | | \$1,510 |

Services beyond the proposed scope of work may result in additional fees.



EXHIBIT 2: PROJECT AREA

The Scope of Work referred to in the attached Agreement is expressly limited to professional services relating to and for the benefit of the “Project Area,” The Project Area shall be defined as:

The City of John Day, Oregon.



EXHIBIT 3: RATE SHEET FOR PROFESSIONAL SERVICES RENDERED

In the event that Consultant is billing the Owner for professional services rendered on an hourly basis for any reason, the following hourly rates apply:

| <u>Position:</u> | <u>Hourly Rate:</u> |
|-------------------------|----------------------------|
| Principal | \$175.00 per hour |
| Project Manager | \$150.00 per hour |
| Creative Director | \$150.00 per hour |
| Project Associate | \$135.00 per hour |

Time is billed descriptively in one hour increments, and all time is rounded up to the next hour. Consultant's rates are reviewed annually, at year end.