

26 March 2014

Rodney Scheel  
Director of Finance & Economic Development  
City of Stoughton  
381 E. Main Street  
Stoughton, Wisconsin 53589

Dear Mr. Scheel:

On behalf of Gibbs Planning Group (GPG), I am pleased to respond to your request to provide retail consulting services for an Economic & Fiscal Impact Analysis for the Kettle Park West Commercial Center development.

I am looking forward to working with you on this project. Don't hesitate to call me if you have any questions.

Sincerely,



Robert J. Gibbs, ASLA, PLA, CNU-A  
President  
[rgibbs@gibbsplanning.com](mailto:rgibbs@gibbsplanning.com)

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Rodney Scheel  
Director of Finance & Economic Development  
City of Stoughton  
381 E. Main Street  
Stoughton, Wisconsin 53589

*Sent via email: rjscheel@ci.stoughton.wi.us*

Dear Mr. Scheel:

On behalf of Gibbs Planning Group (GPG), I am pleased to respond to your request to provide retail consulting services for an Economic & Fiscal Impact Analysis, per Section 78-205(11)(e)3 of the municipal ordinance, for the Kettle Park West Commercial Center development proposed at the corner of USH 51 and STH 138. GPG's expertise allows us to formulate and refine a proven and focused approach to accomplish the market research. GPG is dedicated to providing practical, actionable results, which reflect economic development realities and not just theoretical research.

GPG has a broad range of both private and public sector experience across North America. Public urban retail consulting clients include: Alexandria, Cambridge, Charleston, Chicago, Houston, Knoxville, Madison, Miami, Portland and Seattle. GPG's private sector clients include EDS, Rosemary Beach, Steiner Associates, The St. Joe Company, The Taubman Company, Simon Property Group and the Walt Disney Company.

Please find below my proposed scope and fees based upon our recent discussions and my understanding of the city's objectives:

The economic and fiscal impact analysis shall include the following:

- a. Identify and assess the economic and fiscal impacts on the community;
- b. Types of jobs created by the project
- c. Number of full-time (40 hrs./wk. and part time (less than 40 hrs./wk.) jobs created
- d. Estimate the amount of local labor to be used in the construction of the project and in employment. Local is defined as city or county residents or businesses.
- e. Include an analysis indicating the market proposed for the project and the area from which patrons will be attracted.
- f. Compare and evaluate the projected costs and benefits to the community resulting from the project including:
  - a. Projected costs arising from increased demand for and required improvements to public services and infrastructure.
  - b. Value of improvements to public services and infrastructure to be provided by the project.
  - c. Projected tax revenues to the city to be generated by the project in the first five years.
- g. Propose measures to mitigate adverse impacts and/or maximize positive impacts including provision of infrastructure or public services improvements sufficient to support the project. Any adverse impacts that cannot be mitigated shall be identified. Mitigation measures to be implemented by the applicant shall be identified.

#### **Meetings & Presentations**

This proposal includes GPG's availability for one (1) on-site meeting with the city council and staff and up to two (2) conference calls as mutually agreed. In addition, GPG will be available for additional meetings and charrette participation on an hourly or per diem basis as authorized by the client and as outlined below:

Principal:	\$250/hr.	\$2,500 per diem
Associate:	\$100/hr.	\$1,000 per diem
Clerical	\$ 50/hr.	N/A

**Professional Fees:**

GPG's proposed fee for the consulting services required for your project is **\$25,000**, plus direct costs for all travel, lodging and document reproduction expenses. Expenses shall not exceed \$1,000.

**Limits of Scope of Services:**

The services described in this agreement are for qualitative retail and planning analysis only, and should not be used as the sole basis of development, financing or leasing. Actual site, building, parking, utility, environmental, grading, civil engineering and architectural plans, cost projects, real estate leasing, brokerage services and construction documents are not included within the scope of work of this proposal and are to be completed by others.

**Conditions of Agreement:**

- a. GPG will begin services as described by this proposal upon receipt of a non-refundable retainer as outlined below. This retainer will be deducted from the final invoice for services completed by this proposal.
- b. GPG will invoice the client on a monthly basis or at the completion of each step.
- c. All invoices will be paid by the client within 30 days receipt.
- d. This agreement will not be enforced by either party until each party has in its possession a copy of this agreement signed by the other.
- e. In the event of termination or suspension due to the fault of others than GPG, GPG will be paid compensation for all completed work, plus other fees which may have been authorized by the client for expenses resulting from such termination or suspension.
- f. GPG does not imply or warrant that the findings of this research will include any minimal amounts or types of commercial development at the subject site.
- g. GPG's responsibilities for any damages or losses resulting from the services completed pursuant to this agreement shall be limited to One Thousand Dollars (\$1,000). All additional claims, disputes and other matters in question arising out of, or relating to, this agreement or the breach thereof, will be decided by an arbitrator; said arbitrator will be appointed by American Arbitration Association, and arbitration shall occur in Oakland County, Michigan.

If you agree with the terms, fees and conditions of this proposal, please sign below. GPG will begin these services upon the receipt of a **\$10,000** retainer check made out to GIBBS PLANNING GROUP, INC.

Thank you for the opportunity to submit this proposal and we are looking forward to working with the city in the near future.

Sincerely,  
GIBBS PLANNING GROUP, INC.



Robert J. Gibbs, ASLA, PLA, CNU  
President  
[rgibbs@gibbsplanning.com](mailto:rgibbs@gibbsplanning.com)

The above terms accepted by:

.....  
Signature Date

.....  
Title Representing

- END OF AGREEMENT -