

IceMiller Whiteboard

Arena District | 250 West Street | Suite 700 | Columbus, OH 43215

October 23, 2014

Anthony Jones
Director of Planning & Development
City of Gahanna
200 S. Hamilton Road
Gahanna, Ohio 43230

Dear Mr. Jones,

Thank you for the opportunity to provide the City of Gahanna's Department of Planning & Development with this opportunity to update the Gahanna Economic Development Plan (EDP). On behalf of Ice Miller Whiteboard LLC (Ice Miller), OHM Advisors and Danter Company, we are pleased to serve as your consulting team in working with you on this project.

Currently, not many cities are taking the necessary proactive steps to plan for their economic future. We commend your organization for taking the initiative to undertake this update. We believe those cities that have a solid vision and plan for the future, and who incentivize and clear the way for high-quality development, will be strategically positioned for economic success. We believe our consulting team offers the best balance of economic planning, marketplace understanding, and community planning experience to deliver a plan that achieves layered objectives.

Scope of Work

The consulting team has outlined an approach that follows the approach outlined in the RFP, with some slight suggestions and modifications. The proposed approach is organized into six (6) phases:

Phase I – Getting Organized

Phase II – Understanding the Context

Phase III – Identifying the Opportunity (Market Assessment)

Phase IV – Real Estate Development Strategies and Concepts

Phase V – Create Economic Development Framework - Attract, Retain and Grow

Phase VI – Plan Development - Implementation, Metrics & Fiscal Impacts

Phase I: Getting Organized

Task 1.1 - Project Kick-off

The consultant team will begin the project by facilitating a kick-off meeting to finalize the project work plan and project schedule and assemble a project task force.

Task 1.2 - Assemble Market Data & Data Collection Strategies

During this task, the consultant team will work with the City to assemble all existing plans and documents that will guide and inform the development of the Plan.

Task 1.3 – Steering Committee Meeting 1

The consultant team will conduct an introductory meeting with the steering committee to review the project plan and establish working roles.

Meetings:

Client Meeting 1

Steering Committee Meeting 1

Timeframe:

Month 1

Deliverables:

Kick-off meeting goals & objectives

Final project schedule

Stakeholder list

Fees:

\$5,000

Phase II - Understanding the Context

In Phase II, the consultant team will conduct a detailed contextual assessment (focusing on land use and infrastructure) and market analysis.

Task 2.1 – Assessment Outline / Client Team Meeting 2

During this task, the consultant team will work with the client team to review and refine an outline for a variety of metrics that will be evaluated as part of this study.

Task 2.2 – Assemble and Review Current Land Use Plans

The consultant team will assemble and review all relevant planning and zoning documents that directly address the past, current, and future economic condition.

Task 2.3 – Inventory of Existing Land Use and Infrastructure Conditions

The consultant team will conduct an analysis of critical land use and infrastructure elements that may impact the future economic success of the region.

Task 2.4 – Evaluate Demographic, Workforce and Market Conditions

As part of this task, the consultant team will evaluate the demographic, workforce, and market conditions within Gahanna.

Task 2.5 - Small Group Stakeholder Meetings – Internal and External Perspectives

The consultant team will meet with groups of stakeholders identified by the client team and steering committee in Phase I (up to three one hour meetings will be conducted).

Task 2.6 – Steering Committee Meeting 2

As part of this task, the consultant team will meet with the steering committee to review the results of the contextual analysis

Meetings:

Client Meeting 2

Steering Committee Meeting 2

Timeframe:

Months 1-2

Deliverables:

Memorandum summarizing the plans and policies reviewed

Memorandum summarizing the contextual assessment (existing conditions and stakeholder input)

Fees:

\$17,000

Phase III - Identifying the Opportunity (Market Assessment)

This step outlines our approach to conducting a market assessment to understanding the conditions and opportunities in the marketplace.

Task 3.1 - Area Analysis

Field Work

The Gahanna market area will be examined, and the Potential Development Areas will be personally inspected by a field analyst.

Task 3.2 - Field Surveys (Office/Retail/Industrial)

A 100% field survey will be conducted to identify area office, industrial, and retail development (for rent and sale).

Task 3.3 - Market Assessment Conclusions and Recommendations

Retail, office, and industrial development possibilities and trends by sector will be identified.

Task 3.4 – Steering Committee Meeting 3

During this meeting, the consultant team will meet with the steering committee to review the results of market assessment.

Meetings:

Steering Committee Meeting 3

Timeframe:

Months 1-2

Deliverables:

Market assessment report

Fees:

\$21,000

Phase IV - Real Estate Development Strategies and Concepts

During this step, the consultant team will create a series of conceptual plans for the Priority Development Areas based on the market assessment and recommendations as developed in the previous step.

Task 4.1 – Development Program and Capacity Studies

The consultant team will work with the client team and stakeholders as necessary to translate the market assessment recommendations, and contextual analysis into two site-specific concept plans for each PDA that illustrate the a preferred development program and carrying capacity for each PDA.

Task 4.2 – Return on Investment Calculator

During this task the consultant team will create a customized Return On Investment Calculator that is unique to the conditions in Gahanna.

Task 4.3 – Steering Committee Meeting 4

As part of this task, the consultant team will meet with the steering committee to review the redevelopment concepts and present the findings from the return on investment analysis.

Meetings:

Steering Committee Meeting 4

Timeframe:

Months 2-3

Deliverables:

Real estate development concepts for each PDA

Return on Investment Calculations

Fees:

\$29,000

Phase V - Create Economic Development Framework - Attract, Retain and Grow

Task 5.1 – Create the Framework

During this task, the consultant team will create a series of statements with supporting graphics that defines the overall economic development framework.

Task 5.2 – Retain & Expand Strategies

During this task, the consulting team will conduct retention focus group meetings to weigh in on political, environmental, sociocultural and technological issues that can impact business retention, and create a business retention strategy.

Task 5.3 – Attract and Grow Strategies

The consulting team will bring together a combination of business stakeholders from within the City and survey stakeholders from outside the Region to help understand what Gahanna's perception is to the business and development community. Consultant team will recommend any necessary enhancement or modification in incentive programs or policies that are financially feasible. Additionally the consulting team will develop a "Growth" strategy. Our initial findings have indicated that Gahanna's entrepreneurs lack

adequate infrastructure to continue to harvest and commercialize ideas.

Meetings:

None

Timeframe:

Months 3-4

Deliverables:

Economic development framework
Targeted Economic Strategies - Attract, Retain, Grow

Fees:

\$10,500

Phase VI - Plan Development - Implementation, Metrics & Fiscal Impacts

Task 6.1 – Final Plan Development

At the completion of Phase V, the consultant team will work with the client team and steering committee to finalize the document and prepare for implementation.

Task 6.2 - Fiscal Impact Assessment

Our team will provide a concise projected impact of the Plan recommendations while also providing a model for conducting fiscal impacts for a project as staff needs to modify or adapt its strategies to changes to the market, economic and/or external environment.

Task 6.3- 'On-the street' Marketing Brochure

As part of this task, the consultant team will assist the City to prepare a simplified version of the document to be used to market the Priority Development Areas to the private sector.

Timeframe:

Month 4

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Meetings:

Steering Committee Meeting 5 (present
final plan)
Presentation to local elected and appointed
officials (1 meeting)

Deliverable:

Final Economic Development Plan

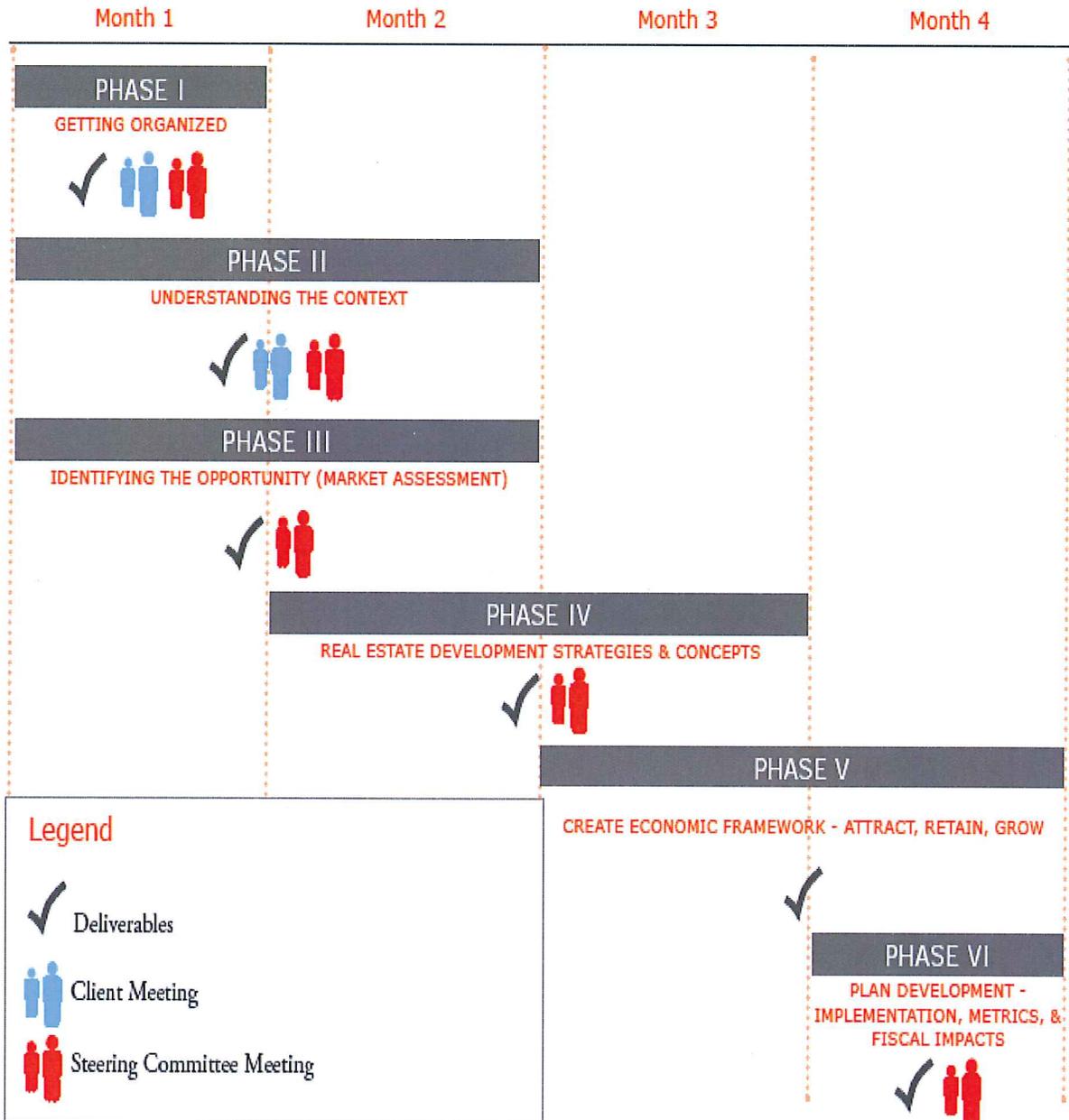
Fees:

\$12,500

Timeline

Below is the expected timeline of this engagement.

Schedule



The Consulting Team

The consulting team will be led by Ice Miller, and Chris Magill will serve as the project manager. The entire consulting team of Ice Miller, OHM Advisors and Danter Company is as follows:

➔ Roles

Ice Miller LLP:

Economic Development Strategies, Zoning, and Municipal Finance

Ice Miller will be the prime consultant on this project. Ice Miller's team, under the direction of Project Manager Chris Magill, will provide strategic guidance on economic development strategies, public funding, public and private partnership strategies, and the implementation of those strategies as it relates to incentives negotiation, and public financing and funding.

OHM Advisors:

Community Engagement & Planning, Real Estate & Development Advisor

OHM Advisors is a full service architecture, engineering and planning firm. OHM Advisors will provide planning, community engagement, economic development services, and will also provide real estate and development advising.

The Danter Company:

Market Assessment

The Danter Company is a national independent real estate research and consulting firm providing market research and demographic information in a variety of markets. The Danter Company has completed over 17,000 studies in all 50 states, Canada, Puerto Rico, the Virgin Islands, and Mexico. The Danter Company will be performing the project market assessment and analysis.

CLIENT	 The City of Gahanna
PROJECT MANAGER	Chris Magill Economic Development Manager, Ice Miller
ECONOMIC DEVELOPMENT, ZONING, AND MUNICIPAL FINANCE	Chris Magill Economic Development Director, Ice Miller John Oberle Partner, Ice Miller Christopher Miller Partner, Ice Miller Kristopher "Kip" Wahlers Partner, Ice Miller
PLANNING & COMMUNITY ENGAGEMENT	Tony Slanec Director of Planning and Urban Design, OHM Advisors Aaron Domini Senior Planner, OHM Advisors
REAL ESTATE & DEVELOPMENT	Jim Houk, ASLA, AICP Vice President, Planning, Design and Development, OHM Advisors
MARKET ASSESSMENT	Kenneth Danter President, The Danter Company

Fees

Our fees for this project are \$95,000. Fees will be charged upon completion of each phase, and each fee has been prorated consistent with the expected workload associated with each particular phase. The payout schedule is as follows:

Phase I: \$5,000
Phase II: \$17,000
Phase III: \$21,000
Phase IV: \$29,000
Phase V: \$10,500
Phase VI: \$12,500

Additional Terms and Conditions

Addendum A sets out additional terms of service for this engagement. These General Terms of Service are incorporated herein and made a part of this letter of engagement.

If you have any questions regarding this engagement, do not hesitate to call. Otherwise, please have the appropriate signatories acknowledge the receipt and acceptance of this engagement letter by signing and dating the enclosed copy of this letter on the spaces provided below, and returning a copy to me. We look forward to working with you, and assisting you in developing your strategic plans.

ICE MILLER WHITEBOARD LLC



John Oberle, Partner

Date 11/21/14

CUSTOMER:
City of Gahanna



Rebecca W. Stinchcomb, Mayor

Date 11/19/14

APPROVED AS TO FORM:



Shane W. Ewald
City Attorney

ADDENDUM A
ICE MILLER WHITEBOARD LLC
GENERAL TERMS OF SERVICE

These General Terms of Service ("GTS") are annexed to, incorporated in and made a part of the Engagement Letter between Whiteboard and the City of Gahanna as identified in the Engagement Letter.

1. Terms. The terms defined in the Agreement shall have the same meaning in the GTS unless specified otherwise.

2. Customer Responsibilities. Customer agrees to pay our statements for services and expenses as provided herein and in these GTS. In addition, Customer agrees to be candid and cooperative with Whiteboard and will keep Whiteboard informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our engagement or otherwise reasonably requested by Whiteboard. Because it is important that we be able to contact Customer at all times in order to consult with Customer regarding this engagement, Customer will inform Whiteboard, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding Customer or Customer's business. Customer's failure to communicate and cooperate with Whiteboard in these respects could have an adverse effect on our ability to effectively and efficiently deliver services within the scope of work outlined in the Agreement and may require that we suspend the delivery of further services in respect of, or entirely withdraw from, this engagement.

3. Payment Terms. Payment is due upon receipt of each statement. In the event Customer disagrees with, disputes or questions the amount stated to be due under any statement, Customer agrees to communicate such disagreement, dispute or question to Whiteboard in writing within 30 days following your receipt of such statement. In the absence of our receipt of such written communication regarding the amount stated to be due under any statement within such time, either of Whiteboard shall be entitled to assume that Customer has agreed to the amount of such statement and that Customer will pay the same amount within 30 days following your receipt of such statement. Any statement which is not paid within 45 days of its date will be considered past due. We reserve the right to charge interest on any such past due billings at the rate of 1½% per month (18% per annum) until paid.

4. Business Advice. It is understood and agreed that Customer is not relying upon Whiteboard for business, investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom Customer is or may be dealing.

5. Not Legal Services. The consulting services contemplated by the Agreement do not include performance of legal research, legal analysis or advice, or any other services which may involve the practice of law. Whiteboard is not a law firm and does not practice law or provide legal services or legal advice. Accordingly, Customer is not hiring Whiteboard as its law firm or any of Whiteboard's representatives as legal counsel.

6. Conflicts of Interest. The parent company of Whiteboard, the law firm of Ice Miller LLP, represents or may in the future represent a number of clients and customers that may have interests in conflict with Customer. Customer acknowledges that such adverse representations do not breach any obligation of Whiteboard or its parent, Ice Miller LLP, to Customer.

7. No Attorney-Client Privilege. Customer is aware that Whiteboard is not a law firm and its representatives are not practicing law. Therefore, Customer acknowledges and agrees communications with Whiteboard and its representatives will not be subject to the attorney-client privilege.

8. Outcome or Success. Customer agrees that Whiteboard cannot and does not guarantee the outcome or success of any service contracted for by Customer under the Agreement or this GTS.

9. Ohio Law. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the federal courts located therein and waive any contention that any such court is an improper venue for enforcement or interpretation of the Agreement and this GTS.

10. Entire Agreement. The Agreement together with the GTS, any exhibits and documents referred to herein or therein constitute the complete understanding of Customer and Whiteboard and merge and supersede any and all other discussions, agreements and understandings either oral or written between Whiteboard and Customer with respect to the subject matter hereof. If any provision of the Agreement or this GTS is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement or this GTS is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. The Agreement or this GTS may be modified or amended only in a writing signed by Customer and an authorized officer of Whiteboard.

11. Miscellaneous. Customer agrees to comply with all federal, state and local laws, rules and regulations applicable directly or indirectly to the matters covered by the Agreement. The Agreement and this GTS shall be governed by the laws of the State of Ohio. Customer agrees to indemnify and hold harmless Whiteboard against any and all losses, costs, expenses, claims or liabilities arising out of the Agreement and the GTS which do not result from the negligence of or a breach of the terms of the Agreement or this GTS by Whiteboard. This engagement letter may not be assigned by Customer without the prior written consent of Whiteboard.