

COUNCIL ACTION FORM

SUBJECT: FUNDING REQUEST FOR RETAIL MARKET ANALYSIS

BACKGROUND:

In January 2012, the City Council reaffirmed its goal to “Promote Economic Development” by developing Ames as a regional center and by supporting private sector growth to improve quality of life, increase number of jobs and develop a stronger tax base. At this same time the Ames Economic Development Commission (AEDC) Board of Directors revised their five-year Strategic Plan to create a new objective to increase retail business sales by first determining the needs of the Ames area and the best possible targets for recruitment. As a result of these policy actions, the City Manager and Executive Director of the Ames Economic Development Commission began discussions about possible partnerships to accomplish these mutual goals. It was agreed that the first step should be to complete a market study.

The AEDC has researched companies who can provide market level data and analyses regarding the residents and workers within Ames. More specifically, this analysis will help us understand the retail trade area, the residential and workforce consumer populations within the trade area, and the specific retailers who match the profiles of our trade area’s consumer populations. This information will provide the tools to stop the retail leakage that Ames has been experiencing by 1) giving information to existing businesses that will help them optimize their existing market potential and 2) assisting in the recruitment of new businesses that are needed to fill the retail gap.

Buxton appears to offer more than other companies who rely mostly on census demographic information when performing market analyses. Since Buxton holds the largest repository of household level information in the United States, they are able to analyze hundreds of variables/values across the following categories, providing a more in-depth understanding of the makeup of different segments of our population base and the households in and around Ames:

- Demographics
- Psychographics (segmentation)
- Lifestyles
- Attitudes
- Behaviors
- Financial Characteristics

Buxton maintains and constantly improves its data warehouse of lifestyle, income, behavior, and attitudinal data on over 112 million individual households with differentiation of up to seven individuals within each household across the US. Buxton's data warehouse is a unique combination of over 250 data sources blended together and serving as the framework for analysis that senior leadership across multiple industries depend upon in their decision making process. Information is gathered from the following sources:

- Segmentation
- Credit Cards
- Reward Cards
- Subscriptions
- Mail Order
- Warranty Cards
- Motor Vehicle Information

Buxton is offering the following scope of services:

- The Model will provide Ames with the ability to benchmark our trade area at any given location within the City against nearly 2,000 unique retail, restaurant and entertainment establishments to understand which retail businesses are the best match with the community's consumer profile.
- The model's output includes access to marketing and recruitment materials (in electronic format) for the matching businesses of the analyzed trade area. These materials illustrate the opportunity that exists and the methodology used to reveal that opportunity. These materials are designed to take to real estate executives within the retailer's organization as well as to the development community.

To build the Retail Matching Model and to deploy the Model, plus a 12-month SCOUT subscription is \$35,000. The AEDC has offered to pay \$17,500, or half of the total amount, and is asking that the City Council authorize the City of Ames to pay the remaining half, or \$17,500.

ALTERNATIVES:

1. The City Council can approve the request from the AEDC to share equally in the cost of hiring Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT. This alternative will obligate the City to pay \$17,500 for this analysis. Funding for this project could come from the 2011-12 Contingency Account.
2. The City Council can approve the request from the AEDC to contribute to the cost of hiring Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT, but at an amount less than \$17,500.

3. The City Council can deny the request from the AEDC to share the cost, at any amount, to hire Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT.

MANAGER'S RECOMMENDED ACTION:

The City of Ames has historically contracted with the AEDC to take the lead in business recruitment efforts. However, because of their previous mission statement, the AEDC did not focus attention on retail business expansion. The omission had created a void in this important function.

In order to prevent further retail leakage, the City Council and AEDC Board of Directors have established similar goals to accomplish retail expansion in our community. The initial logical step is to perform a market analysis that will provide information to encourage existing retailers to expand in our community and entice new retailers to locate in Ames. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 and thereby funding half of the cost, \$17,500, to hire Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT. The funding for this project could come from the 2011-12 Contingency Account.

If the request is approved, the contract for services with Buxton will be executed with the AEDC. Therefore, the City will provide our agreed upon share of the project to the AEDC.



Ames Chamber of Commerce

Scope of Services

Understanding of Need

Buxton Services Overview

Scope of Services

Terms

Professional Services Agreement

Buxton Community Analytics Sole Source Statement



Understanding of Need

This scope of services has been prepared for the Ames Chamber of Commerce following a discussion regarding the community's need for market level data and analyses on the residents and workers within Ames. We are proposing SCOUT, Buxton's online data, mapping and marketing portal with an optional retail matching model as a desktop solution. SCOUT is not a software solution and as such offers the user scalability and flexibility. SCOUT can be accessed 24/7 via the web and requires no IT or personnel to deploy. In addition, data can be pulled from SCOUT in many formats (Excel, PDF, RTF, Word) and exported into other GIS applications for additional analysis. If the Ames Chamber has business questions requiring additional analysis beyond this scope, all associated deliverables would be uploaded into SCOUT.

Buxton Services Overview

Since 1994 Buxton has been assisting business leaders make informed decisions based on Best of Class Analytics. In 2002 these lessons learned from working with the most prestigious private sector firms in America were adopted to meet the growing needs of municipal leaders to have access to this same level of intelligence. Since, Buxton has worked with more than 500 municipalities in 42 states to assist them in understanding the changing needs and demands of their residents. Buxton is primarily known for the assistance provided to communities seeking to enhance their retail shopping environments, but has also assisted communities in the areas of library optimization, parks & recreation planning, new mover impacts, BRAC analysis, emergency services planning, and other key areas where access to household level data provides significant insights to the changing populations of the municipality.

At its core Buxton holds the largest repository of household level information in the United States. Access to this level of detail allows our clients (public and private) to make informed business decisions in areas that affect their customers, residents, patients, or users. Buxton maintains more than 250 individual databases and has built the methodologies and processes to mine the most comprehensive set of household level data available. Buxton's municipal clients have utilized this powerful information to develop retail strategies that have resulted in the recruitment of more than 35 million square feet of retail space, resulting in more than \$5 billion in annual sales taking place in markets where it was not occurring prior to the engagement of Buxton.

Scope of Services

<p>Increased access to market intelligence that supports efforts for business retention and recruitment within Ames.</p>	<p>SCOUT's base functionality will allow the Ames Chamber to generate on the fly reports at any geography on:</p> <ul style="list-style-type: none"> • Demographics, • Psychographic Profiles, • Retail Supply and Demand estimates, • Consumer Propensity Reporting - a merchandising report which reveals your consumers affinity for nearly 5,000 product and service types • Custom Variable Reporting – most comprehensive set of geographic market variables commercially available, allowing Ames to access and manipulate: <ul style="list-style-type: none"> ○ Additional demographic indicators including five year projections and historical census tabulations for 1980, 1990, and 2000) ○ Business data (employees, land use, industrial divisions, occupation, establishments) ○ Current year and five year estimates on consumer expenditure, details and summarization, for average consumer expenditures and total expenditures by product. ○ Retail potential and consumer expenditure estimates by store type, calculated overall and per household ○ Current year estimates on crime by ten categories ○ Demographic Dimensions summarizing populations by sixteen socio-economic and ethnic clusters ○ Environmental Risk Index summarizing frequency and severity across five categories of natural disasters ○ Financial estimates on assets, debt, debt type, and net worth ○ Geographic identifiers such as calculation of area in square miles for each geography selected for analysis ○ Current year and five year estimates for healthcare demand across Diagnostic Related Group cases/charges, Major Diagnostic Codes, and physician office visits by type ○ Foreclosure estimates ○ Mosaic segmentation distributions by households and population across adult population, workforce, households, Mosaic Groups, by population, dominant cluster analysis ○ Current year and five year estimates on occupation/employment estimates
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<u>Need</u>	<u>Buxton Solution</u>
<p>The ability to analyze any given point within the city to understand:</p> <ul style="list-style-type: none"> • Retail trade area, • Residential and workforce consumer populations within the trade area, • The specific retailers that match the profiles of the trade area's consumer populations <p>Additionally, there is a need for the ability to generate marketing materials reflecting the retail opportunities for the purposes of recruitment and development.</p>	<p>Buxton will build a Retail Matching Model for Ames which will be deployed within SCOUT (Buxton's web-based, client specific analytic portal). This model will analyze the locations of nearly 2,000 unique retail, restaurant and entertainment concepts (not category).</p> <p>This Retail Matching Model will provide Ames with the ability to benchmark the trade area of any given point within the city against these profiles to understand which concepts are the best match. This matching is done at the concept level rather than the category level.</p> <p>The model's output includes access to marketing and recruitment materials (in electronic format) for the matching concepts of the analyzed trade area. These materials illustrate the opportunity that exists and the methodology used to reveal that opportunity. These materials are designed to take to real estate executives within the retailer's organization, as well as to the development community.</p>



Terms

Timing

SCOUT - Within 5 business days of the execution of this agreement Buxton will establish SCOUT access for one power user (see fees for pricing schedule for additional power users).

Retail Matching Model – Within 30 business days of the execution of this agreement Buxton will build and deploy the Retail Matching Model within SCOUT.

Fees

The fees associated with this total scope of services are scheduled as follows:

- Retail Matching Model Build and Deployment plus 12 month SCOUT subscription -- \$35,000
- SCOUT Subscription Only -- \$15,000 annually (fee covers annual access for 1 SCOUT user. Each additional SCOUT user incurs a monthly fee of \$250

Optional Services (months 13+)

- SCOUT only \$1,250 per month
- SCOUT with Refreshed Retail Matching Model - \$1,750 per month
- Fees cover annual access for 1 SCOUT user. Each additional SCOUT user incurs a monthly fee of \$250

Please note that this scope of services and associated fees will be honored through January 15, 2012.



Professional Services Agreement

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated as of December 6, 2011 (the "Effective Date"), is by and between the Buxton Company ("Buxton"), a Texas corporation with its principal offices at 2651 South Polaris Drive, Fort Worth, TX 76137, and the Ames Chamber of Commerce ("Client").

RECITALS

- A. Buxton is in the business of providing value added customer and site selection solutions, market research, consulting and other related professional services.
- B. Buxton has submitted to Client and Client has accepted the Proposal, dated December 6, 2011.
- C. Client desires to engage Buxton to perform the services described in the Proposal.

In consideration of the foregoing and of the covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Services Provided. In accordance with the terms and conditions set forth in this Agreement and the Proposal (and any amendments thereto), Client hereby engages Buxton, and Buxton hereby accepts such engagement. Buxton agrees to perform its services in a professional, timely and competent manner. If there is a conflict between the terms and conditions of this Agreement and any Proposal, the provisions of this Agreement will govern and control.

2. Compensation. Client shall pay Buxton the fees and reimbursements as defined in the Proposal. If Buxton performs at Client's request, any services not specified in the Proposal, Client shall be charged at the rates specified by Buxton and agreed to by Client at such time for such services performed. Unless specified otherwise in the Proposal, Buxton will submit an invoice to Client setting forth the services rendered upon completion of Client requested services. All invoices are deemed overdue thirty (30) days after the invoice date. Invoices not timely paid will incur a service charge of one percent (1%) per month, on the outstanding balance or the maximum legal rate allowed by law, whichever is less.

3. Term of Agreement.

Term. The initial Contract Period will start on the Effective Date of this Agreement and thereafter continue for a period of one (1) year (the "Basic Term"). This Agreement shall thereafter automatically renew for subsequent one (1) year terms, unless



either party provides the other party with written notice of termination at least three (3) months prior to expiration of the Basic Term or any subsequent renewal terms. Sections 7, 8, 13 and 14 hereof shall survive the expiration or termination of this Agreement.

b. Termination.

i. Either party may terminate this Agreement if the other party breaches any of the material terms of this Agreement, and the breaching party fails to cure such breach within 30 days after receipt of written notice thereof from the non-breaching party.

ii. Either party may cancel this Agreement immediately, without liability, upon the happening of any of the following or any other similar event: (1) insolvency of the other party; (2) filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law; (3) execution of an assignment for the benefit of creditors; or (4) appointment of any trustee or receiver of the other party's business or assets or any part thereof; unless such petition, assignment or appointment is withdrawn or nullified within 15 days of such event.

iii. Client may, at its option, terminate this Agreement immediately upon or any time after any breach by Buxton of Section 7 or Section 8d hereof.

iv. Upon termination or expiration of this Agreement, (1) Buxton shall provide its services for up to an additional 90 days at the prevailing price agreements unless otherwise negotiated; (2) Buxton shall return all of Client's property within 10 days of Client's demand for return of the same; and (3) Client shall pay all Undisputed Amounts due to Buxton within ten (10) days after the final Invoice has been received from Buxton.

4. Approval. Buxton's services will be subject to the approval of Client as specified in the Proposal.

5. Ownership.

a. Buxton will provide its services in accordance with the terms of this Agreement, including the Proposal, and Buxton will have sufficient rights in and to the external data used for analysis to permit Buxton to fulfill its obligations under this Agreement. All Client customer, store and prospect data and the deliverables and outputs developed for the Client by Buxton are the sole and exclusive property of the Client. All formulae, processes, systems, machines, compositions of matter (or improvements thereof), computer programs, know-how, discoveries,



techniques, drawings, specifications, reports, software and other patentable inventions used to provide the Services are the sole and exclusive property of Buxton.

6. Independent Contractor. Buxton is an independent contractor in the performance of its duties under this Agreement. Accordingly, Buxton shall be responsible for payment of all taxes arising out of Buxton's activities in accordance with this Agreement, including but not limited to federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

7. Confidential Information. The terms of the Mutual Non-Disclosure Agreement, by and between Buxton and the Client dated as of December 6, 2011 (the "NDA Agreement") are incorporated herein by reference and are in addition to any other confidentiality terms provided herein. This Section 7 shall govern and control over any conflicting provisions in any Proposal.

8. Representations and Warranties of Buxton. Buxton hereby represents and warrants to Client as follows:

a. No Conflict with Other Documents. Neither the execution, delivery, nor performance of this Agreement will result in any violation, termination or modification of, or be in conflict with, Buxton's Articles of Incorporation or by-laws, any terms of any contract or other instrument to which Buxton is a party or by which Buxton is bound, or any license, permit, judgment, decree or order applicable to Buxton.

b. Authority. The execution, delivery and performance of this Agreement by Buxton has been duly authorized by all requisite corporate approvals, and this Agreement is a valid and legally binding obligation of Buxton, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally, and except as specific enforcement and other equitable remedies may be subject to the discretion of a court.

c. Standard of Performance. Buxton will perform its services in a timely, competent and professional manner consistent with the customs and practices of its industry. Buxton shall not be in breach of this Agreement and shall have no liability to Client hereunder to the extent that Buxton's failure to perform under this Agreement arises from, or is attributable to, information provided to Buxton by Client that is delayed, incorrect or incomplete. Client acknowledges that third party applications are involved in the services that Buxton is to provide pursuant to this Agreement. Client acknowledges that Buxton cannot customize, design, modify or otherwise alter third party applications.

d. Data Security/Confidentiality. With respect to any and all information disclosed by Client to Buxton including, but not limited to, any of Client's customer data or information (collectively, "Client Information"), Buxton shall: (i) assure and



guarantee strict confidentiality and security of all Client Information, (ii) not use or disclose any Client Information for any purpose other than the purpose for which Buxton received such Client Information under this Agreement or any Proposal and (iii) disclose Client Information only to Buxton's employees whose duties reasonably require access to such Client Information and who have signed a confidentiality agreement with respect to the same. Buxton shall not share any Client Information with any third party without Client's prior written consent to be determined in Client's sole and absolute discretion. Buxton shall not include any Client Information in any modeling or other compilation of data for Buxton's internal purposes or for Buxton's use with any other clients. Buxton also represents and warrants that it currently follows industry best practices as a means to prevent any compromise of its information systems, computer networks, or data files ("Systems") by unauthorized users, viruses, or malicious computer programs which could in turn be propagated via computer networks, email, magnetic media or other means to Client. Buxton agrees to immediately give Client written notice if the security of its Systems are breached or compromised in any way. Buxton shall apply appropriate internal information security practices including, but not limited to, using appropriate firewall and anti-virus software, maintaining such countermeasures, operating systems and other applications with up-to-date virus definitions and security patches; installing and operating security mechanisms in the manner in which they were intended; and permitting only authorized users access to computer systems, applications and related links. Buxton specifically agrees to use up-to-date anti-virus tools to remove known viruses from any email message or data transmitted to Client and prevent unauthorized access to any Client Information and systems via Buxton's networks and access codes. This Section 8d shall govern and control over any conflicting provisions in any Proposal.

e. Compliance with Laws. In performing under this Agreement, Buxton shall, and each service delivered under this Agreement shall, comply with applicable federal, state and local laws, statutes, ordinances, rules, regulations and codes.

f. Intellectual Property. Buxton's products and services delivered or performed hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any other proprietary, intellectual property, industrial property, contract or other right held by any third party. Buxton shall defend at its own expense any suit or action brought against Client based on a claim that Buxton's products or services infringe on any patent or copyright or other intellectual property right, and shall pay all costs and damages awarded there-from. If use of any of Buxton's products and/or services is enjoined, Buxton shall at its option and own expense either produce for Client the right to continue to use such product and/or services, or replace it with a substantially equivalent non-infringing product and/or service, or modify such product and/or service so it becomes non-infringing.



g. Software Integrity. Buxton has tested any software that will be used by Client with diligent care with the latest tools for viruses, worms, trap doors, back doors, timers, clocks, counters or other limiting routines, instructions or designs that would erase data or programming, otherwise cause anything in which such software is embedded to become inoperable or incapable of being used in the full manner for which it was designed and created or cause any of Client's confidential information (including any of Client's customer data) to be transmitted to a third party ("Disabling Code"). Buxton also warrants that, as a result of these tests, there is no Disabling Code in any such software or any media with such software.

h. Additional Warranties. The warranties set forth in this Agreement are in addition to any other warranties made by Buxton including warranties of merchantability and fitness for a particular purpose.

9. Representations and Warranties of Client. Client hereby represents and warrants to Buxton as follows:

a. Authority. The execution, delivery and performance of this Agreement by Client has been duly authorized by all requisite corporate approvals, and this Agreement is a valid and legally binding obligation of Client, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally, and except as specific enforcement and other equitable remedies may be subject to the discretion of a court.

10. Limitation of Liability. Except as to Buxton's obligations provided herein under any data security provisions, confidentiality provisions, intellectual property infringement provisions or indemnification provisions, Client hereby expressly agrees that Buxton's liability in connection with the performance of services hereunder and under any Proposal, as Client may elect, shall be Buxton's re-performance of such services or Buxton's refunding of any fees Client has paid for such services and certain other costs mutually agreed to by Buxton and Client resulting from Buxton not performing its services in accordance with this Agreement and/or the applicable Proposal. EXCLUDING ANY THIRD-PARTY CLAIMS ARISING UNDER ANY INDEMNIFICATION HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATIONS, LOST BUSINESS OR LOST PROFITS) WHETHER FORSEEABLE OR NOT AND HOWEVER CAUSED.



11. Counterparts. This Agreement may be separately executed in several counterparts, all of which together shall constitute one Agreement, notwithstanding that all signatories have not signed the same counterpart.

12. Governing Law. The parties agree that this Agreement shall be deemed to be a contract made under the laws of the State of Texas without regard to its choice of law rules. Any dispute arising herein shall be brought forth in a court of competent jurisdiction in the State of Texas.

13. Limited Indemnification

a. Buxton agrees that it shall indemnify and hold harmless Client, its subsidiaries, officers, directors, employees and agents and their respective successors and assigns from and against any and all liabilities, claims, demands, damages, expenses (including reasonable attorneys' fees and expenses), fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising out of or related to the performance by Buxton of services under this Agreement (collectively, "Buxton Losses").

b. Buxton agrees that it shall, upon the request of Client, assume the defense of any judicial action that may arise in connection with Buxton Losses and shall utilize in such defense counsel that is acceptable to Client, acting in its reasonable discretion.

c. Client agrees that it shall indemnify and hold harmless Buxton, its subsidiaries, officers, directors, employees and agents and their respective successors and assigns from and against any and all liabilities, claims, demands, damages, expenses (including reasonable attorneys' fees and expenses), fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising out of or related to the performance by Client of services under this Agreement (collectively, "Client Losses").

d. Client agrees that it shall, upon the request of Buxton, assume the defense of any judicial action that may arise in connection with Client Losses and shall utilize in such defense counsel that is acceptable to Buxton, acting in its reasonable discretion.

e. Buxton and Client agree that all provisions of this paragraph 13 shall survive the termination of this Agreement.

14. Employment of Buxton/Client Employees.



a. For the term of this Agreement, each party agrees not to recruit and or employ any employee of the other party.

b. The provisions of this Section 14 shall survive the expiration or other termination of this Agreement.

15. Notices. All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by facsimile transmission, or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

If to Client:

Name _____
Title _____
Company _____
Address _____
City, State, Zip _____
Telephone: _____
Fax: _____
Email: _____

If to Buxton:

Name: David Glover
Title: Chief Financial Officer
Address: 2651 South Polaris Drive
City, State, Zip: Fort Worth, Texas 76137
Telephone: 817.332.3681
Fax: 817.332.3686
Email: dglover@buxtonco.com

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address shall be deemed given only upon receipt.

16. Entire Agreement. This Agreement (including Appendices and the Mutual Non-Disclosure Agreement dated December 6, 2011) represents the entire agreement between the parties and are made a part of this Agreement and incorporated by reference herein. This



Agreement is not subject to change or modification except by written agreement signed by both parties. This Agreement supersedes all prior agreements or assertions, whether oral or written, and this Agreement supersedes all other communications between the parties.

17. Force Majeure. Neither Buxton nor Client shall be in default hereunder by reason of its delay in the performance or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules or regulations, delays in transit or delivery, or any factor beyond its control or without its fault or negligence. Notwithstanding anything to the contrary set forth in this Agreement, if either party's delay in performance or failure to perform persists for at least 10 consecutive days, the non-delaying party shall have the right, in its discretion, to terminate without liability its obligations under this Agreement upon written notice to the affected party.

18. Assignment. Assignment by Buxton of any right, obligation, duty or of any other interest hereunder, in whole or in part, shall require prior written consent of Client, which consent shall be granted if such assignment is in connection with the sale of all or substantially all of the assets of Buxton to a successor that agrees in writing to be bound by all of the terms and provisions of this Agreement and if Client in its good faith discretion is satisfied that such successor has the capability to perform Buxton's obligations under this Agreement. All rights, obligations, duties and interests of any party under this Agreement shall inure to the benefit of and be binding on all successors in interest and assigns of such party and shall survive any acquisition, merger, reorganization or other business combination to which it is a party.

19. No Implied Waivers. Failure by either party at any time to require performance by the other party of any provision hereof shall in no way affect the right to require full performance any time hereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

20. Requisite Authority. The individuals executing this Agreement on behalf of Buxton and Client, respectively, have all the requisite authority to execute it in the capacities listed herein and have been duly authorized by Buxton and Client, respectively, to execute this Agreement.

21. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not limit, modify or affect in any way the meaning or interpretation of this Agreement.



22. Neither Party to be Considered Drafter of this Agreement. Neither Buxton nor Client shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

23. Severability. To the extent any provision contained herein is construed to be illegal, invalid, or unenforceable, such provision shall be deemed stricken and deleted from this Agreement to the same extent as if never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision which is illegal, invalid or unenforceable, in part, shall continue in full force and effect. Notwithstanding the prior sentence, if the deletion of any provision under this section causes a material modification of this Agreement, Buxton and Client agree to terminate this Agreement and negotiate a new agreement to govern their relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Buxton

Ames Chamber of Commerce

Signature

Signature

David Glover

Printed Name

Printed Name

CFO

Title

Title

December 6, 2011

Date

Date





Buxton Community Analytics Sole Source Statement

Since its founding in 1994, Buxton has been a leading force in customer analytics. Buxton began as a service to help retailers make informed location decisions by understanding their customers and precisely determining their markets.

Buxton leaders soon realized that the company's expertise in location and market analysis could also be leveraged to benefit communities desiring retail expansion. Buxton's presence in the public sector was established in 2001 with a simple but powerful mission to provide communities with information and marketing tools to expand their retail base.

Unique Proprietary Analytic Methodologies Developed Across Key Industries

Over time Buxton's unique and proprietary core analytic methodologies have evolved to answer increasingly complex business and operational questions in the retail, restaurant, grocery, healthcare, business to business, and consumer packaged goods industries. Buxton's public sector clients have benefited from this ongoing evolution and take advantage of the same caliber of tools, allocation models, and analytics that have proven invaluable in the private sector as foundations upon which multi-million dollar decisions are made.

Exclusive Access to Best in Class Data through Strategic Partnerships

The effectiveness of Buxton's unique and proprietary analytic methodologies is further extended by Buxton's ability to build and maintain an expansive data warehouse of consumer and business data. In total Buxton blends information from over 250 data sources into this data warehouse. The core of this data warehouse is comprised of a real time point-level household file on over 112 million U.S. households with coverage on up to eight individuals within each household. This household level data set is completely updated every eight weeks and is made exclusively available to Buxton for the purposes of market planning and marketing services through Buxton's partnership with Experian, the worlds leading provider of consumer level data.

Holistic Public Sector Solutions – Providing public sector leadership with insights for timely, sustainable and effective decision making.

Community Analytics offers unique capabilities to client communities in the following areas:

- **Economic Development** – Buxton has in place proven tools for retail recruitment and local business retention and expansion. **Retail Recruitment:** Buxton provides a targeted marketing system specifically designed as a retail development program to complement and expand traditional economic development efforts. To date Buxton has modeled the trade areas of over 5,000 national and regional retail chains as part of the ongoing effort to help its client cities recruit, to date, over 30 million square feet of retail, restaurant, and grocery space. **Business Retention and Expansion:** Buxton simultaneously provides localized consumer analytics on service and brand affinity for over 4,500 retail and service line items. These consumer insights are implemented by the existing local business community to improve their performance and thereby increase their contribution to the local economy.

- **City Services** – Buxton builds models for city managers and department directors that guide operating, marketing, and location decisions for more efficient and effective delivery of service to their citizens. These models are also used to save money by consolidating resources and prioritizing the expansion of services into areas of greatest need.
- **Planning Insights** – Buxton clients are able to employ real-time household level data for the purpose of tracking and understanding the changing dynamics of their cities and the neighborhoods within. These granular insights are serving as a revolutionary tool, allowing senior city management and planners the ability to keep their initiatives relevant and in lock step with the emerging needs of the public they serve.
- **Visitors/Tourism/Convention** – For cities with marketable Visitors/Tourism/Convention assets Buxton’s customer analytics capabilities prove to be a valuable force multiplier to drive more value from those assets. Buxton offers the ability to profile your visitors, target market your core visitor types at the household/business level, understand and know your core visitor geographic draw, align your local businesses to the consumer preferences of your visitors.
- **Healthcare Needs** - Buxton provides forward thinking communities with yearly assessments of their current and future healthcare needs. With these assessments communities are collaborating with healthcare providers to ensure that the needs of their citizens will be met locally. This is keeping cities poised for growth and proactively engaged in the retention of their aging boomer populations.

Based on the unique capabilities detailed above, there are no known competitors that can give a community the level of services, depth of research and technical expertise provided by Buxton.

You are invited to learn more about Buxton’s solutions and experience across all industries at our website, www.buxtonco.com. There you will be able to access case studies and client testimonials that further highlight the unique nature and value of Buxton’s services.

