

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 16-06

**A RESOLUTION TO CONSIDER A PROPOSAL BY AND AUTHORIZE THE MAYOR
TO ENTER INTO AN AGREEMENT FOR SERVICES WITH THE
RETAIL COACH, LLC**

WHEREAS, the Town of Nolensville wishes to pro-actively market the community to attract and retain quality retail companies to serve residents of the Town; and,

WHEREAS, the Town of Nolensville desires to have a professional firm conduct area research, provide community marketing and land use analysis, identify retail opportunities, establish a strategic plan, and assist in the retail recruitment effort; and,

WHEREAS, The Retail Coach, LLC was identified as the firm best able and qualified to perform these duties as described in the attached proposal; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:**

Section 1. The Mayor, or his designee, is hereby authorized to enter into a one-year agreement with The Retail Coach, LLC to perform retail recruitment services with payment not to exceed \$30,000.00.

Section 2. The proposed services are attached to and made part of this resolution.

RESOLVED this 3rd day of March, 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the Town of Nolensville, Tennessee (“TON”) and The Retail Coach, LLC, a Mississippi limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, TON desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist TON in creating a Retail Trade Analysis (the “Project”); and

WHEREAS, the Professional desires to render professional services for TON on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to TON all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the TON in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of thirty thousand dollars (\$30,000) for the first year, with an option for years two and three not to exceed \$15,000 for each year.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TON require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of TON. In the event of an assignment by the Professional to which the TON has consented, the assignee shall agree in writing with TON to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Tennessee shall govern this Agreement.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that TON assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of TON. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TON:

Attn: Kenneth L. McLawhon
Town Administrator
Town of Nolensville
7218 Nolensville Rd.
Nolensville, TN 37135

If intended for Professional:

Attn: C. Kelly Cofer
The Retail Coach, LLC
PO Box 7272
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name TON, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the TON for cancellation of the insurance; (3) provide for a waiver of subrogation against the TON for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the TON of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TON.

6.10 Indemnification. TOWN OF NOLENSVILLE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST TON, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TON" FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISTONDUCT OF TON OR BREACH OF TON'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS TON FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS,

EMPLOYEES, REPRESENTATIVES, TONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE TON, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY TON ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

Town of Nolensville

By: _____

Name: _____

Title: _____

EXECUTED this _____ day of _____, 2016.

The Retail Coach, LLC

By: _____

Name: _____

Title: _____

Retail Recruitment Strategy

Nolensville, Tennessee

November 2015

Prepared by C. Kelly Cofer, CCIM, Walker Wright, Aaron Farmer

Scope of Services (Exhibit "A")



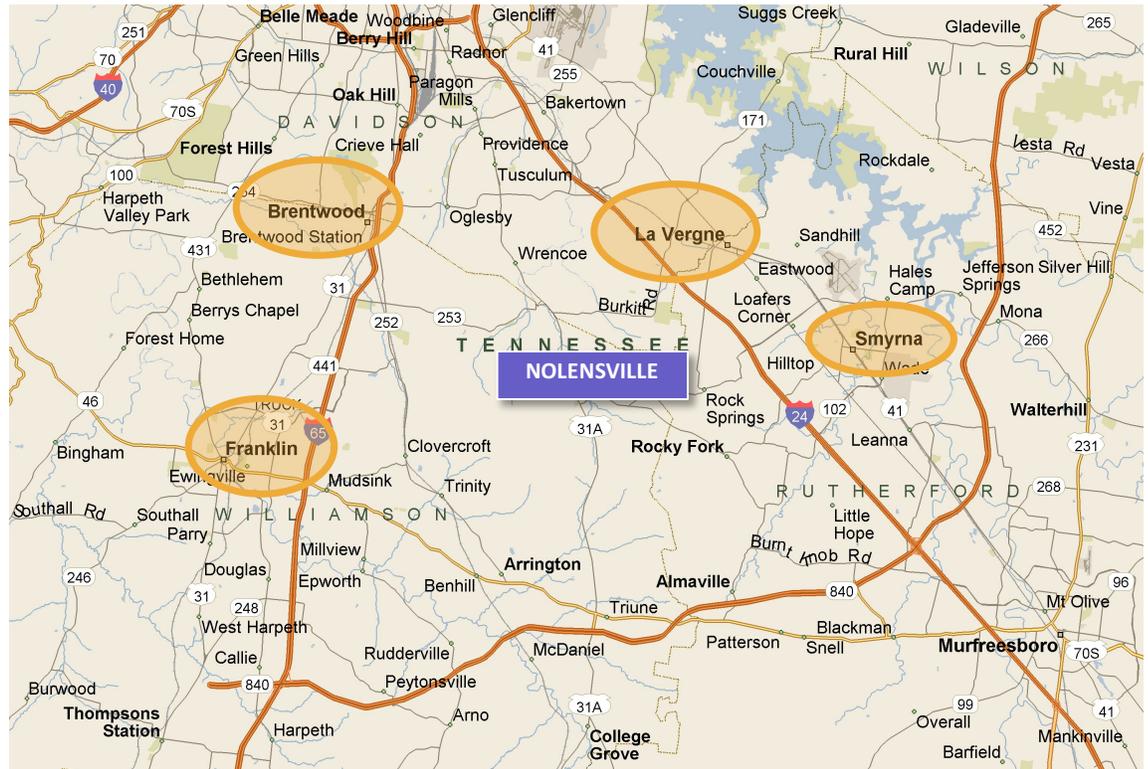
The Retail Coach, LLC
P.O. Box 7272
Tupelo, MS 38802-7272
Tel 662.844.2155
Fax 662.844.2738
info@theretailcoach.net

PROJECT APPROACH

The Retail Coach proposes the following three-phase process for completing the strategy.

Phase 1: Area and Community Research

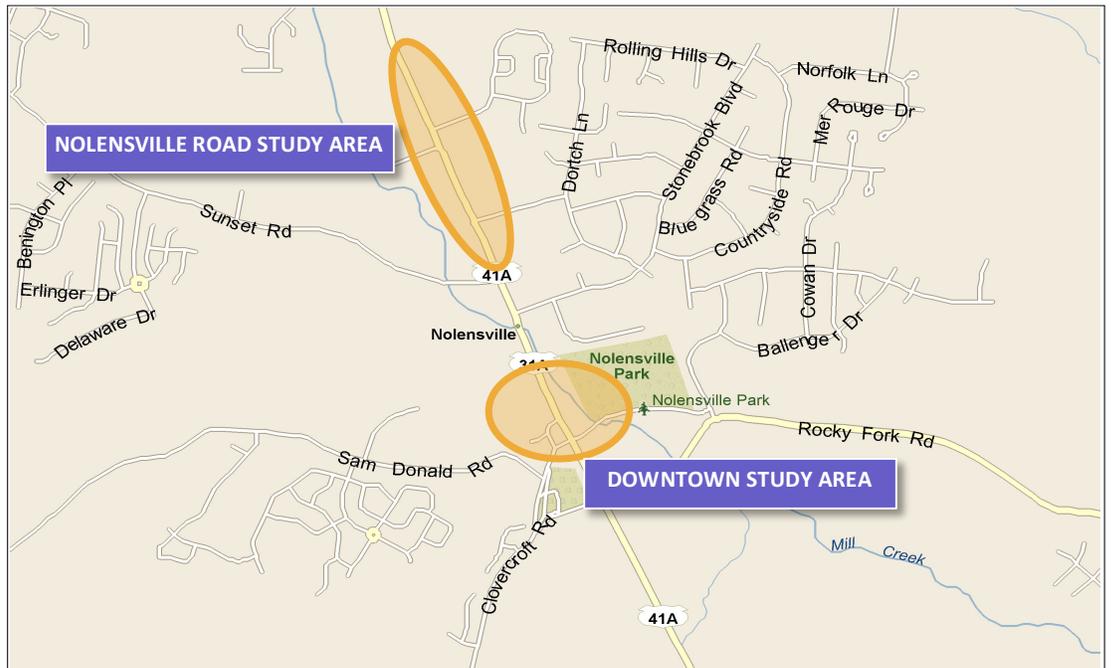
The Retail Coach will perform extensive market research to evaluate the area and Nolensville. This “macro to micro” approach enables The Retail Coach to analyze economic and competitive forces that may impact the community’s retail recruitment strategy. The Retail Coach will gather market-specific data to aid in identifying competition, retail trade area boundaries, potential customer bases, and retail brand opportunities.



Analyzing the Area

- Analyze the area and identify economic and market forces that may have a direct and significant impact on retail recruitment and retail development.
- Evaluate retail markets in competing communities and document their primary national and regional retail brands: Brentwood, Franklin, Smyrna, La Vergne, etc.
- Create demographic profiles of competing communities and identify community development trends and challenges that may provide a competitive advantage in recruitment efforts.
- Assess the retail recruitment initiatives and incentive programs of competing communities.

A community must have a clear understanding of the competitive nature of retail recruitment. The community that secures the retailer will receive the ultimate benefits of increased sales tax revenues and improved quality of life. It is important to monitor what is occurring in competing communities from a community and economic development perspective. What are their advantages? What are their challenges? Are they experiencing significant growth or a shift in their demographic base? What are their current retail offerings? We answer these questions and others before analyzing the Nolensville community.



Analyzing the Community

- Analyze the retail market by physically traveling primary and secondary traffic corridors to confirm Nolensville’s retail study areas: Nolensville Road Study Area, Downtown Study Area and any Emerging Study Areas
- Identify the community and economic development issues
- Document regional and national retail brands
- Note the real estate sites that may present opportunities for new development and redevelopment
- Document the major retail property vacancies

A community, regardless of size, is comprised of more than one retail area. In smaller communities, retail areas may include a downtown district and a suburban growth area. Each retail area has a unique opportunity that is based on several different factors, such as the trade area population it serves, the demographic profile of the consumers that comprise the trade area, and the road systems serving the area. Some areas have a regional consumer draw, while others may only serve the community or a specific neighborhood within the community.

Discussions with Stakeholders

The Retail Coach will meet with public and private stakeholders to discuss the project’s timeline and the strategy services. Stakeholders may include city staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses. By gathering stakeholder input on the retail trade area, retail recruitment, and development/redevelopment possibilities, The Retail Coach will gain a more comprehensive view of the community’s opportunities and possible challenges.

Buy-in by key community leaders and stakeholders is crucial to the retail strategy. Our belief is that “if they are not in on it or up on it, they may be down on it.” This is best accomplished through individual and group meetings. One of our first meetings is with independent business owners in Nolensville who may see our work as threatening.

Phase 2: Community Analysis

Determining Retail Trade Areas

A primary retail trade area is the geographic area from which retailers derive approximately 80-85% of their business. The secondary retail trade area is the area from which retailers obtain the remaining 15-20% of their business.

Discussions with Retailers

- The Retail Coach will interview national and regional retailers seeking input on their business performance, possible issues and challenges they may be facing, and most importantly, where consumers are traveling from, based on point-of-sale transactional data. The insight obtained will outline the precise geographic boundaries of the retail trade area.

A community must have accurate information when recruiting retail and the foundational tool is the retail trade area. The most reliable approach in determining the retail trade area is to analyze and map point-of-sale data. Who knows best where consumers travel from to shop in their stores than the retailers themselves? Retailers closely monitor transactional data and use it extensively in profiling their consumers and in their marketing efforts. The point-of-sale approach is significantly more accurate than one that relies solely on retail trade areas determined by computer-generated estimates of radial or drive time populations.

Retail Trade Area Mapping

- Delineate boundary map of the retail trade area using the area analysis, community analysis, community stakeholder meetings, and retailer's actual transaction data.

Retail Trade Area Mapping using Driving Times

- Delineate a boundary map of the Retail Trade Area using three (3) unique drive times.

Drive time trade areas, by definition, are the designated areas which consumers can reach a site or location within a designated time period. The one key issue drive times do not consider is retail competition.

The Retail Trade Area is the foundational tool of the retail recruitment strategy, and its accuracy is critical. Overlaying the mapped findings from the retailer meetings will provide the most accurate view of the retail trade area. Computer-generated radials and drive times are easy alternatives, but they lack precision and are difficult to validate.

Demographic Profile

The Retail Coach will create comprehensive 2010 Census, 2015, and 2020 demographic profiles for the retail trade area, Nolensville community, and appropriate radials and drive times. The profile includes the following characteristics:

- Population and Population Growth
- Population Trends
- Average Annual Population Growth
- Ethnicity
- Income
- Age
- Households and Household Growth
- Educational Attainment

A community must be able to provide the information and data sets sought by retailers during the site selection process instantaneously. The data sets must be accurate, current, and readily available.

Psychographic Profile

Based on the market segmentation system developed by the Environmental Systems Research Institute (ESRI), The Retail Coach will develop a Tapestry Segmentation profile of the households in the Retail Trade Area by using the most advanced socioeconomic and demographic data to:

- Measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the categories and brands of retailers that may be of interest.
- Create a bar graph of the lifestyle classifications, highlight the dominant lifestyle segments, and provide comprehensive definitions of the lifestyle segments.
- Rank the lifestyle segments and categorize them by summary group, segment code, and segment name.

As retail site selection has evolved from an art to a science, psychographics and lifestyle segmentation have become a component of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services – as well as specific name brands – is important not only to regional and national retailers, but to independent businesses as well. Knowing the retail categories consumers demand removes a great deal of risk for retailers.

Consumer/Student Surveying

The Retail Coach will survey consumers in the community to determine retail spending patterns, purchasing habits, retail categories, and specific retailer brand preferences. Survey questions may include:

- On average, how often does your family shop in Nolensville?
- How much does your family spend each month on retail (and restaurants)?
- What percentage of retail purchases does your family make outside of Nolensville?
- When shopping outside of Nolensville, where exactly do you shop?
- If there were better retail choices in Nolensville, would you shop here more often?
- What specific retailers would you like to see in Nolensville?

Buy-in by consumers is important because they are the most important component of the retail recruitment strategy. We have found that if a consumer's opinion is requested, it will be given. This feedback is typically positive and beneficial.

Determining the Daytime Population

The Retail Coach will provide an employment summary report detailing the total number of establishments by industry and employee counts within the study area or designated labor market area. This report will:

- Provide insight into the “work here” population versus the “live here” population.
- Differentiate between the number of permanent residents within the selected geography and those who commute for work purposes.

The workplace population is important to fast-food and casual dining restaurants that rely heavily on lunch business. A community’s labor market may be within the city limits, or it may include areas of employment density outside

Identify Retail Gaps

The Retail Coach will perform a retail gap analysis that estimates potential retail sales (demand) for the retail trade area and compares these figures to estimated sales figures (supply) to calculate approximate retail dollars “coming in” or “flowing out” of Nolensville. The retail gap analysis will:

- Identify retail sales surpluses and leakages for a variety of different retail categories.
- Distinguish the retail categories that have the highest prospect for success and quantify their retail potential.
- Develop and provide summary tables and graphs of each retail category illustrating potential sales versus estimated actual sales.

A community is able to quantify its retail opportunity through the retail gap analysis. It provides a summary of the primary spending gaps – or opportunities – segmented by retail category. The analysis computes the retail potential of the retail trade area, and then compares it to the estimated actual sales of the community. The difference is either a leakage, where consumers are traveling outside the community for certain retail goods and services, or a surplus, where consumers are traveling from outside the community for certain retail goods and services.

Identifying and Marketing Retail Sites

The Retail Coach will identify five (5) prime retail sites. Criteria will be based on the essential factors of regional and national retailers' location criteria, including, but not limited to, location, traffic patterns, visibility, adequate parking, available signage, safety, and security.

We will create a **Retail Site Profile** for each site with site-specific information including:

- Location
- Photographs
- Site Plan
- Demographic Profile
- Property Size and Dimensions
- Traffic Counts
- Area Retailers
- Appropriate Contact Information

Successful retail recruitment involves more than just providing data on your community. A community must have a database of prime and available properties as well as accurate and appealing marketing information on each site. Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their location needs. We also brand each site profile for the community, property owner, and/or leasing agent with the appropriate logo and contact information.

Identify Retail Development and Redevelopment Opportunities

The Retail Coach's assessment will reveal new development and redevelopment opportunities in the community.

Land Use Analysis

Definition of highest and best use: "A determination of the highest and best use of one or more sites, by examining the profitability of all possible use scenarios—including renovation, rehabilitation, demolition, and replacement." In all cases where the market value of real property is sought, that value must be based on its highest and best use.

- The Retail Coach will analyze five (5) sites and recommend their highest and best uses. Sites to be analyzed will be approved in advance by Nolensville staff.

Recommendations of higher uses are made in the context of economic conditions, the vision of the community and its stakeholders, and the optimal financial impact. The site criteria includes:

- Existing market conditions
- Retail Trade Area population
- Traffic counts
- Site-line visibility (primary and secondary arterial roads)
- Ingress/egress (primary and secondary arterial roads)
- Existence of median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Current zoning
- Proximity to "anchor" retailers/retail clusters
- Workplace population
- Immediate area residential support

A community's retail opportunities may be obvious: a new development opportunity on a 20-acre site across the street from The Home Depot; a build-to-suit opportunity on a three-acre parcel situated between a Chipotle and a new specialty retail center; or an older, well-located, strip center in need of renovation. In other situations, the opportunities are less obvious, so a highest and best use analysis is needed to view properties not as they are today, but what they can become tomorrow.

GIS Interactive Site Mapping

GIS is a powerful platform that streamlines data and insights into one location that's both interactive and centralized. Demographic, socioeconomic, psychographic, and retail spending layers are detailed down to the block level. With customizable layers to meet the needs of each individual client, site selectors and developers can see a community's potential like never before. Available sites are highlighted to present all data in a format that is easy to use and understand.

Each user-friendly map includes clickable layers revealing ESRI-based data from the block level such as:

- Median Household Income
- Population Density
- Population Growth
- Psychographic Lifestyle Segmentation
- Ethnicity Median Home Value
- Median Age

The Retail Coach is an accredited ESRI Silver-Tier Partner, which greatly elevates our capacity to deliver data and market insights in a concise format that is easily accessed. Considering that retail site selectors do much of their research while in hotel rooms and in airports, this is a great advantage. Our unique GIS mapping can be hosted as a stand-alone application or embedded within your community's website.

Recommendations for Economic and Community Development

The Retail Coach has differentiated itself within the industry by creating recommendations and next steps that are unique to each community. Because successful community development precedes successful economic development, we look at your community through the "eyes of a retailer" to deliver a retail strategy that includes specific recommendations for community and economic development, based on the results of our thorough research.

Retailers tend to locate where their investment is safe and secure. By looking at your community from their perspective, we provide specifics that lead to retail recruitment and development success. From lack of code enforcement to the need for improved traffic signaling, we make you aware of community and economic development issues that are a deterrent to retailers.

Phase 3: Retail Recruitment Plan

Recruitment of Retailers

Retail recruitment requires a long-term commitment. Our Retail:360SM Program involves a multi-step process that begins during the project and continues throughout our 12-month engagement period.

Step 1: Identification of Retail Prospects

The Retail Coach will identify regional and national retailers whose essential location factors fit our findings from the area analysis, community analysis, retail trade area demographic and psychographic profiles, and retail gap analysis. These retailers will be matched with the specific real estate sites identified.

With the assistance of Nolensville staff, The Retail Coach will identify and recruit retailers that may be local and/or regional with unique and original retail offerings.

We will review a preliminary target list with staff and work together to prepare a final target list of twenty (20) retailers for recruitment.

It is important to understand that a community must target the retailers that are a good fit for their community, which means that the retail trade area population, disposable incomes, ethnicities, ages, and educational level of the population should meet the retailer's ideal specifications.

Step 2: Marketing

The most critical step in reaching out to targeted retailers is providing site-specific information to corporate real estate directors and site selectors because it is essential in making initial, informed decisions about locating in the community.

The Retail Coach develops a **Retail Market Profile** tailored to the needs of each targeted retailer's essential location criteria. The profile serves as a community introduction and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate Logo and Contact Information

The Retail Coach creates a custom, inclusive **Retailer Feasibility Package** to address retailers' essential location criteria. The feasibility package includes:

- Community Overview
- Real Estate Sites
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary
- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Web Addresses for Retail Site Profiles and Geo-Retail Interactive Maps
- Appropriate Logo and Contact Information

The Retail Coach creates an online community dashboard, which is available at www.theretailcoach.net, for visual presentation and easy downloading of marketing content and data sets.

Step 3: Recruitment

- Introductory emails and Retail Market Profiles are sent to each targeted retailer.
- Personal telephone calls are placed to measure the interest level.
- Personal emails and Retailer Feasibility Packages are sent to each targeted retailer.
- Personal telephone calls are placed to measure interest level.
- Personal emails and Retail Site Profiles of prime sites are sent to the appropriate targeted retailer.
- Personal telephone calls are placed to measure interest level in presented sites.
- Personal emails are sent to inform targeted retailers of significant and positive changes.
- A Retailer Status Report is provided with each retailer's complete contact information and comments resulting from recruitment activities.
- Personal emails are sent to decision-makers once per quarter to continue to seek responses regarding their interest level.
- A Retailer Status Report is provided with retailer responses resulting from our continued recruitment activities.

Step 4: Trade Shows

The Retail Coach will market the community and its real estate sites to retailers at industry trade shows attended, such as International Council of Shopping Center's (ICSC) RECon in Las Vegas and regional shows.

We are the first national retail consulting firm to introduce actual retail recruitment for communities. Fifteen years and 350 projects later, the recruitment of retailers remains the measure of our success. Current and accurate data remain necessary, but the most important component of a retail strategy is proactive recruitment. Our process is proven and involves years of interaction with national, regional, and independent retailers across the United States. We understand that retail recruitment is a process and not an event, so our system involves multiple contacts over a 12-month period to ensure success.

Recruitment of Real Estate Developers

Retailers have specific property requirements based on their site location criteria. We often identify mid to high-tier retailers who show interest in a community, however, there may not be a sufficient “ready-to-lease” properties that match their needs. In such situations, we use our access to regional and national developers to identify and recruit real estate developers to capitalize on the retailer’s interest and development opportunities in the community.

Step 1: Identification of Developer Prospects

Identify twenty (20) retail real estate developers active in Tennessee and the Southeast.

Step 2: Marketing

Create a **Developer Opportunity Package** for the development and redevelopment sites that are identified and analyzed. The package will profile each site, based on the developer’s site selection criteria. The developer package include:

- Community overview
- Location map
- Retail Trade Area
- Demographic trends
- Aerial imagery
- Traffic counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Appropriate zoning
- Area retail
- Residential clustering and support
- Proximity to “anchor” retailers
- Top employers
- Workplace population
- Potential retail tenants

The Retail Coach will also upload the Developer Opportunity Package to the online community dashboard at www.theretailcoach.net.

Step 3: Recruitment

Introductory emails and **Developer Opportunity Packages** are sent to developers.

Personal telephone calls are placed to measure interest level.

Personal emails are sent to inform developers of the status of interested retailers and any significant and positive community changes.

A Developer Status Report is provided, which includes each developer’s complete contact information and comments resulting from recruitment activities.

Much of our success has resulted from the network with national retail developers we have established over the past 15 years. Developer interaction and recruitment has become a key component in a community’s retail recruitment and development success.

Downtown Retail Development

We believe a community needs a healthy balance of national, regional, and independent retailers. Community leaders should not abandon their vision for downtown as a vibrant place for living, shopping, dining, entertainment, and gathering. Downtowns are still considered the heart of many communities, and proactive residential support and programs that aide and retain independent retailers are just a few of the components that keep that heart strong. We will conduct an assessment of the downtown district and provide recommendations for revitalizing the downtown retail environment in ways that will support the community's overall retail recruitment goals.

Discussions with Downtown Stakeholders

The Retail Coach will meet with public and private downtown stakeholders to gather input on retail recruitment and retention, development and redevelopment needs, and downtown opportunities and challenges. Stakeholders may include business owners, merchant associations, downtown managers, real estate brokers, retail real estate developers, and downtown property owners.

Buy-in to the retail recruitment strategy by key community leaders and stakeholders is crucial. This is best accomplished through individual and group meetings.

Determining Downtown Retail Trade Area

The retail trade area is the geographic area from which downtown retailers derive a majority of their business. The Retail Coach will map the Downtown District retail trade area boundaries, based on information gathered in stakeholder interviews and meetings with downtown business owners.

The retail trade area for the Downtown District will be unique in the retail trade area for the community. Depending on the downtown's vibrancy, its level of retail, and the uniqueness of its retail offerings, the area may be larger or smaller than the community's retail trade area.

Demographic Profiling

Based on the 2010 Census, the Retail Coach will create comprehensive summary demographic profiles for 2015 and 2020 of the retail trade area, which will include the following key demographic characteristics:

- Population and Population Growth
- Population Trends
- Average Annual Population Growth
- Ethnicity
- Income
- Median Age
- Average/Median Household Incomes
- Households and Household Growth
- Educational Attainment

Psychographic Profiling

The Retail Coach will develop an ESRI Tapestry Segmentation profile of the households in the retail trade area using the most advanced socioeconomic and demographic data. This research will:

- Measure consumer attitudes, values, lifestyles and purchasing behaviors to gain an understanding of the categories and brands of retailers that may have an interest in the community.
- Create a bar graph of the 67 lifestyle classifications, highlight the dominant lifestyle segments and provide comprehensive lifestyle segment definitions.
- Rank lifestyle segments and categorize them by summary group, segment code and segment name.

Determining Daytime Population

The Retail Coach will provide an employment summary report detailing the total number of establishments by industry, associated establishments, and employee counts within the Downtown District. This report will

- Provide insight into the "work here" population versus the "live here" population.
- Differentiate between the number of permanent residents within the selected geography and those who commute for work purposes.

The workplace population or "daytime employment" is important to downtown restaurants.

Identify Retail Opportunities

The Retail Coach will conduct a retail opportunity analysis that estimates the potential retail demand for a variety of retail categories. Summary tables and graphs of each retail category will be created to illustrate potential sales.

Expansion & Retention of Independent Businesses

The Retail Coach will conduct a downtown retail workshop to share the findings of our research and focus on specific retail sector opportunities. The workshop is geared to existing merchants who can use the data to make informed decisions about expanding their merchandise and/or pursuing new retail concepts, as well as entrepreneurs who are exploring new business opportunities.

As displaced workers look for sources of employment, we have seen a national resurgence in attention to downtown development and redevelopment in the last few years. We feel that a healthy retail environment in a community includes a mix of both independent retail businesses and national and regional retailers.

Independent retailers face incredible pressure from national and regional “brick and mortar” retailers, as well retail sales conducted online. The focus of our workshops is educational and uses our market research to answer questions such as the following:

- *Who are my customers?*
- *How do I compete with national brands?*
- *What merchandise should I carry?*
- *How do I market my business?*

Coaching

Because retail recruitment is a process, not an event, we partner with Nolensville on a long-term basis. We understand that you will have questions, new ideas, need access to our GIS mapping or just want to brainstorm with someone who understands your opportunities as your community grows and develops.

It is critical that you continue the recruitment process with the most current data and statistics available to capture these positive changes. In this regard, consider The Retail Coach both a sounding board and an experienced resource. Our project team will be available via email and telephone at no additional charge in an off-site advisory capacity for the remainder of the 12-months of our agreement.

This approach is unique to The Retail Coach, and it will contribute to ensuring that your community will achieve its retail recruitment and development goals.

We are sensitive to the fact that consultants have the reputation of delivering a product and then moving on to a new assignment. Retail recruitment is different. It is not a product or package. It is systematic, and our Retail:360SM Program has proven successful in hundreds of communities across the United States. Our Retail Coaching period differentiates us from other consulting firms and assures our clients that an experienced resource is just a telephone call away.

PROJECT REPORTING

The Retail Coach will utilize a reporting process to provide a written or electronic project updates on a bi-monthly basis.

COMMUNITY TRIPS

The Retail Coach will make a minimum of three (3) trips to Nolensville during the project.

PROJECT TIMELINE & PRICING

The project period is for 12 months, commencing on the receipt of the fully executed agreement. Phase 1 and Phase 2 will be completed within one hundred twenty (120) business days. Phase 3 will be on-going for the remainder of the project. A project timeline will be submitted to staff at the kick-off meeting, indicating trip details and potential delivery dates.

Project Fees

The total fee for completion of this work is **\$30,000** payable in three installments:

- a. **\$10,000** upon execution of the agreement;
- b. **\$10,000** upon completion of the Phases 1 and 2; and
- c. **\$10,000** upon presentation of the final strategy.

Project fees are payable within thirty (30) days after receipt of the invoice.

Should Nolensville request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Nolensville in advance of commencing any additional work.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately **\$1,500.00**. Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within thirty (30) days after receipt of the expense invoice.

Deliverables

The Retail Coach will provide the following deliverables at the end of the project electronically.

The Retail Coach has found that communities must have accurate, current information at their fingertips and respond to retail site selector, broker and developer requests instantaneously. To enable communities to better meet these demands, we provide select reports in a package format, which includes cover page, appropriate logo and contact information and sourcing.

AREA & COMMUNITY RESEARCH

- Competing Community Retailer Maps
- Competing Community Demographic Profiles
- Competing Community Incentive Outline
- Study Area Map
- Study Area Retailer Maps
- Stakeholder Discussion Summary
- Retailer Discussions Summary

COMMUNITY ANALYSIS

- Retail Trade Area Map with Demographic Profile (Historical/Current/Projected)
- Drive Time Retail Trade Area Maps with Demographic Profiles (Historical/Current/Projected)
- Nolensville Community Demographic Profile (Historical/Current/Projected)
- Retail Trade Area Psychographic Profile, including dominant lifestyle segmentations
- Consumer/Student Survey Findings
- Community Daytime Population Summary
- Retail Gap Analysis, including a summary table showing surpluses and/or leakages
- Retail Site Profiles
- Land Use Analysis Sites along with recommended uses
- GIS Interactive Site Mapping Platform
- Retailer Retention Survey Findings
- Community and Economic Development Observations & Recommendations

RETAIL RECRUITMENT PLAN

- Target list of 20 retailers and restaurants along with contact information
- Nolensville Retail Market Profile
- 20 Retailer-Specific Feasibility Studies
- Retailer Status Report based on retailer and restaurant contacts
- Target list of 20 real estate developers along with contact information
- Developer Opportunity Package
- Developer Status Report based on developer outreach

DOWNTOWN RETAIL REVITALIZATION

- Downtown Stakeholder Discussion Summary
- Downtown Retail Trade Area Map with Demographic Profile (Historical/Current/Projected)
- Downtown Retail Trade Area Psychographic Profile, including dominant lifestyle segmentations
- Downtown Daytime Population Summary
- Downtown Retail Opportunity Analysis

Option: Year Two

We will update the Retail Recruitment Strategy Plan based on an approved timeline. We will make a minimum of one (1) trip to Nolensville during the project.

1. Update Retail Trade Area Demographic Profile Package
2. Update Community Demographic Profile Package
3. Update Psychographic Profile
4. Update Workplace Employment Summary
5. Update Retail Gap/Opportunity Analysis
6. Identify and Prepare Retail Site Profiles for five (5) available "Key" Lease Spaces
7. Update GIS Interactive Mapping
8. Update Land Use Analysis
9. Update Retail Market Profile
10. Update Retail Feasibility Packages
11. Twenty (20) Retailer Matches
12. Continued Retailer Recruitment
13. Twenty (20) Developer Matches
14. Update Developer Marketing Package
15. Continued Developer Recruitment
16. Retail Coaching

Project Fees:

The total fee for completion of the work is **\$15,000**, payable in four (4) equal installments quarterly. Project fees are payable within thirty (30) days after receipt of the invoice.

Should Nolensville request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Nolensville in advance of commencing any additional work.

Reimbursable Project Expenses:

It is estimated that reimbursable expenses will be approximately **\$500.00**. Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within thirty (30) days after receipt of the expense invoice.

Option: Year Three

We will update the Retail Recruitment Strategy Plan based on an approved timeline. We will make a minimum of one (1) trip to Nolensville during the project.

1. Update Retail Trade Area Demographic Profile Package
2. Update Community Demographic Profile Package
3. Update Psychographic Profile
4. Update Workplace Employment Summary
5. Update Retail Gap/Opportunity Analysis
6. Identify and Prepare Retail Site Profiles for five (5) available "Key" Lease Spaces
7. Update GIS Interactive Mapping
8. Update Land Use Analysis
9. Update Retail Market Profile
10. Update Retail Feasibility Packages
11. Twenty (20) Retailer Matches
12. Continued Retailer Recruitment
13. Twenty (20) Developer Matches
14. Update Developer Marketing Package
15. Continued Developer Recruitment
16. Retail Coaching

Project Fees:

The total fee for completion of the work is **\$15,000**, payable in four (4) equal installments quarterly. Project fees are payable within thirty (30) days after receipt of the invoice.

Should Nolensville request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Nolensville in advance of commencing any additional work.

Reimbursable Project Expenses:

It is estimated that reimbursable expenses will be approximately **\$500.00**. Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within thirty (30) days after receipt of the expense invoice.