City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 321-14

Department Source: City Manager

To: City Council

From: City Manager & Staff

Council Meeting Date: October 6, 2014

Re: Authorizing an Agreement with Retail Strategies, LLC to provide professional consulting and

related services for a Retail Market Study, and appropriating funds.

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

Staff has prepared for Council consideration an Ordinance authorizing the City Manager to execute an agreement with Retail Strategies, LLC and to appropriate funds in order to provide professional consulting and related services for the purpose of undertaking a retail market analysis and study of the Columbia market.

Discussion

In March of this year, staff solicited proposals from qualified consultants to perform a retail market study, the details of which are described in the agreement. Firms were interviewed, and Retail Strategies, LLC was determined to be the best qualified to undertake this scope of work,

Sales taxes are a key component of the City of Columbia's budget. Approximately 27% of the City's general fund comes from sales tax, and sales tax represents 11.5% of the total City budget for FY 2014. One of the many goals to be realized by the Consultant's work will be increased marketing of opportunities and the community to retailers and developers, in turn resulting in additional sales tax revenue for the City.

The consultant will conduct market research, and develop and implement a strategic retail recruitment plan. The purpose of the work is to understand the retail landscape in the Columbia market; identify retail gaps; evaluate the impact of retail growth in other areas of the retail trade area; identify and evaluate retail locations; compare the Columbia market to similar college towns, and identify/recommend potential prospects for the Columbia market. Retail Strategies will also represent the City on a National scale at Retail/Real Estate Conventions by preparing marketing materials, identifying sites for targeted retailers, and setting meetings with targeted retailers and developers to discuss opportunities in Columbia.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Fiscal Impact

Short-Term Impact: \$48,000 - Year 1

Long-Term Impact: \$26,000 - Year 2, \$26,000 - Year 3

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Economic Development

Strategic Plan Impact: Economic Development

<u>Comprehensive Plan Impact:</u> Economic Development

Suggested Council Action

Approval of the Ordinance.

Legislative History

None

Department Approved

City Manager Approved

	Introduced by		
First Reading		Second Reading	
Ordinance No		Council Bill No	<u>B 321-14</u>
	AN ORDIN	NANCE	
with I develo recrui	rizing an agreement for pro Retail Strategies, LLC fo opment and implementa tment plan; appropriating fu rdinance shall become effe	r market research ation of a strate unds; and fixing the	h and the egic retail
BE IT ORDAINED FOLLOWS:	BY THE COUNCIL OF TH	HE CITY OF COL	UMBIA, MISSOURI, AS
professional consul development and in	The City Manager is here ting services with Retail Standard mplementation of a strate ement shall be substantially	trategies, LLC for r gic retail recruitme	market research and the ent plan. The form and
	The sum of \$100,000.00 is 0140 to Account No. 110-0		ed from Account No. 440-
SECTION 3. passage.	This ordinance shall be	in full force and e	effect from and after its
PASSED this	day of	, 2	2014.
ATTEST:			
City Clerk		Mayor and Presidi	ing Officer
APPROVED AS TO F	FORM:		
City Counselor			
CERTIFICATION:	I certify there are sufficient fu 90 C00140 to cover the abo		ount No. 440-8800-508.49-
		Director of Finance	e



AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING AND RELATED SERVICES City of Columbia, MO

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama
limited liability company, with the authority to transact business in the State of Missouri (hereinafter
referred to as "Consultant") and the City of Columbia , Missouri (hereinafter referred to as "City")
on this the, 2014, as follows:
WHEREAS, Consultant has made a response to a City request for proposal No.
47/2014, identified as Exhibit A attached hereto (hereinafter "RFP"), to provide consulting services,
as set forth in a proposal to the City identified as Exhibit B attached hereto (hereinafter the
"Proposal"), for the City of Columbia, MO; and
WHEREAS, the Consultant made certain representations and statements to the City with respect
to the provision of such services in the Proposal and the City wishes to implement the Proposal: and

WHEREAS, the City desires to have performed those services identified in Proposal and set forth herein which the City believes will promote retail market economic development opportunities for the greater public good.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement by this reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree this Agreement is made and entered into on the date first above written by and between the City and Consultant, by which Consultant will provide professional consulting and related services to the City as set forth in the Project as hereinafter specified, through individuals possessing a high degree of professional skill as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the City for the Project as set out below:

As part of the related services Consultant agrees, that part of the purpose of this work is to understand the retail landscape in the Columbia market, identify retail gaps, evaluate the impact of retail growth in other areas of the retail trade area, identify and evaluate retail locations, compare the Columbia market to similar college towns, and to identify/recommend potential prospects for the Columbia market.

The Consultant shall conduct market research, develop retail recruitment plan and implement a strategic retail recruitment plan as outlined below in A.-C:

A. CONDUCT MARKET RESEARCH

- Identify Columbia Retail Trade Areas
- Perform Market and Retail GAP Analysis
- Analyze Impact of College Students on the Retail Market
- Provide Consumer Attitude and Behavior Analysis
- Conduct Retail Peer Market Analysis
- Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities
- Perform Competitive Analysis of Existing Shopping Centers Including Centers in Jefferson City (MO)
- Provide Sales Forecasts
- Tapestry Lifestyles Psychographic Profile of Trade Area / Market Segmentation Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom Demographic Research Historical, Current, and Projected Demographics

 to include market trade areas by radius/drive-time, and custom trade areas
 associated with Columbia, MO

B. Develop Retail Recruitment Plan

Upon completion of the research component of the engagement, Consultant will create an online account through the BASECAMP platform, available to the appropriate contacts in City to access all research, analysis, and the strategic plan.

Provide a Recruitment Strategy for New Retail and Restaurant Companies – Consultant will develop a Strategic Retail Recruitment Plan which will be a summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.

Provide Identification and Recommendation of Retail Prospects – Consultant will develop a Retail Prospect List which will consist of retail prospects that will be targeted for recruitment to Columbia (MO). This list of retailers is based on the initial research and analysis done for City. The Retail Prospect List is an ongoing and continuously updated document. As Consultant represents City nationally, Consultant will present opportunities in Columbia (MO) to retailers and developers, and learn of newly announced retail expansion plans and concepts, and update the document accordingly.

Recommendations for Site Locations for Retail/Restaurant Companies - Consultant and its partners will work with City to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. This will include maps, marked aerials, and all pertinent contact and site specific information relative to each site.

Develop Marketing Materials - Consultant will develop marketing materials on the City's behalf to market the community to retailers, developers, etc.

Call List and Recruitment Update - An ongoing tracking form to keep the identified City contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

C. Implementation of Strategic Retail Recruitment Plan

Consultant will implement the Strategic Retail Recruitment Plan by establishing relationships and facilitating conversations with key leaders/stakeholders in Columbia, prospective retail/restaurant companies, property owners/developers, and real estate brokers to execute the Strategic Retail Recruitment Plan. In addition to facilitating relationships between key entities, Consultant will represent the City on a National scale at Retail/Real Estate Conventions by preparing marketing materials, identifying sites for targeted retailers,

and setting meetings with targeted retailers/developers to discuss opportunities within Columbia.

Consultant will also update the Strategic Retail Recruitment Prospect List as new and expanding retail/restaurant companies are identified. The City will be updated on Consultant's progress through the BaseCamp account and communication between Consultant and the designated contact at the City.

Consultant shall implement, as detailed in Part 4 of the Proposal, to include: Narrative of Scope; Management Approach; Documenting Errors and Cost Savings; Data Analysis Methodology and Approach; and Ongoing Representation. Research and analysis provided by the Consultant will be similar to the examples in Appendix A of the Proposal.

The City's point person for Consultant shall be Bernie Andrews, or other City staff as directed by the City Manager. Consultant shall use the point person to: provide information and updates on progress; to have access to the online site BaseCamp where the research, analysis, marketing materials, etc. are uploaded; to provide images and information to be used on the marketing materials; to provide contracts to property owners from property that is identified as a "Key Site" for retail/shopping center development; and provide traffic counts for intersections and streets.

Additional Benefits City Will Realize By Consultant's Engagement

The following are goals and additional benefits for the City that will be realized by Consultant's work and engagement:

- Additional Sales Tax Revenue
- A Broader Tenant Mix
- More Retail Options for Residents, Students, and Tourists to spend locally
- National Representation and Positioning
- Developer Identification and Introduction
- Retail Trend and Analysis Updates
- Progress and Execution Updates
- On Demand Reporting
- Unprecedented Marketing of Opportunities and the Community to Retailers and Developers

• Locating New to Market Retail to Columbia (MO)

The City chooses not to utilize the following Options in the Proposal: the Incentive Consulting and Negotiation and Additional Marketing Materials and Property Marketing Materials. However, in the event developers, property owners, and/or commercial realtors request similar marketing materials for their sites, Consultant can create these collateral materials for a fee per site to be paid by the developers, property owners, and/or commercial realtors under separate agreements at no cost to the City.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this Agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for City within three (3) calendar years from the date made and first above mentioned.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the City.

3. COMPENSATION

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Agreement will become null and void, without penalty to the City. Total payment by the City under this Agreement described herein shall not exceed **One Hundred Thousand Dollars** (\$100,000.00) and any additional renewal starting in year four shall be conditional upon the availability of funds budgeted and appropriated for that purpose. The City agrees to pay Consultant for the services as set forth herein, the sum of **Forty-eight Thousand Dollars** (\$48,000.00) for the first year. Full payment is to be made upon execution of this agreement and receipt of the invoice from Consultant. City will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for years two and three shall be **Twenty-six Thousand Dollars** (\$26,000.00) per

year payable in the same manner as set forth above. The City shall have the right to renew the contract for additional years, starting in year four, at the rate of **Twenty-six Thousand Dollars** (\$26,000.00) per year and thereafter, as mutually agreed between City and Consultant. City acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

3.1 **TAX EXEMPTION**

The City of Columbia is funded by public monies and, as such, has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request.

3.2 **AUDITING OF INVOICES**

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Agreement. If during the audit it is revealed that the Consultant charged the City a price higher than the proposed price, the Consultant will reimburse the City the amount of the overcharge.

4. EXCHANGE OF DATA/MATERIALS

Subject to law, all information, data, and reports in the City's possession and necessary for carrying out the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the City that it and all of its employees working on the project for the City are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the City. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Matt Petro, Joe Fackel, Chuck Branch and Robert Jolly, or other employees as deemed necessary by Consultant. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MISSOURI SUNSHINE LAW

Nothing in this agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statues Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law).

7. INTELLECTUAL PROPERTY

The City and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Any and all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this Agreement and submitted to the City are public records and subject to disclosure and coping by the public.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the City's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the City, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The City acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the City may utilize any of the foregoing for and on behalf of its internal operations and any records retained are public records and subject to disclosure and coping by the public.

10. APPLICABLE LAWS AND NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Agreement, the Consultant agrees to register and comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal, State and local laws

and/or regulations as they may relate to the services or activities of the Consultant to the City and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

11. INSURANCE

CONSULTANT agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by CONSULTANT is not intended and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this contract.

Commercial General Liability. CONSULTANT agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding or limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability. CONSULTANT agrees to maintain Professional (Errors and Ommissions) Liability at a limit of liability not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate. Any and all self insured retention (SIR) or deductible amounts are the sole responsibility and discretion of CONSULTANT. When a self-insured retention (SIR) or deductible exceeds \$10,000.00, the CITY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, or switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, CONSULTANT agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

Business Automobile Liability. CONSULTANT agrees to maintain Business Automobile Liability at a limit of liability not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of CONSULTANT's own automobiles, teams and trucks; hired automobiles and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or by a separate Business Auto Liability policy.

Worker's Compensation Insurance and Employers' Liability. CONSULTANT agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONSULTANT. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000.00 each employee, \$500,000.00 each accident and \$500,000.00 policy limit. In case any class of employees is engaged in hazardous work under this contract and is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Excess/Umbrella Liability. The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

Additional Insured. CONSULTANT agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation. CONSULTANT agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except Professional Liability. When required by the insurer, or should a policy condition not permit CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

Certificate of Insurance. CONSULTANT agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as an additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject. The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review Certificates of Insurance and to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to Consultant's having a contract with a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable,

in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

12. TERMINATION DEFAULT

If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Consultant shall be obligated to return any payment advanced under the provisions of this Agreement.

Notwithstanding above, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purpose of mitigating its damages until such time as the exact amount of damages due the City from the Consultant is determined.

If after such termination it is determined, for any reason, the Consultant was not in default, or that the Consultant's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

13. TERMINATION FOR CONVENIENCE

The performance of work under this Agreement may be terminated by the City in whole or in part, whenever the City's Purchasing Manager will determine that such termination is in the best interest of the City. Any such termination will be affected by delivery to the Consultant of a letter of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Consultant will:

• Stop work on the Agreement on the date and to the extent specified in the letter.

Place no further orders for materials, services or facilities except as may be necessary

to complete any portions of the work under Agreement not terminated.

Complete on schedule such part of the work as will not be terminated by termination letter.

14. **CONFLICT OF INTEREST**

The Consultant represents and warrants to the City, to the best of its knowledge, that neither

it nor its Project Directors are aware of any conflict of interest which exists by means of its provision

of services to the City pursuant to the terms and conditions of this Agreement.

15. NOTICES/PARTIES REPRESENTATIVES

The representative of the City for this Agreement shall be_Mike Matthes, City Manager of

the City of Columbia, MO. All notices, bills, invoices and reports required by this agreement shall

be sufficient if sent by the parties hereto in the United Sates Mail, postage prepaid thereon to the

addresses noted below:

City of Columbia, MO City:

701 E.Broadway

P.O. Box 6015

Columbia, MO 65205

Attention: Bernie Andrews

Consultant:

Retail Strategies, LLC

120 18th Street South

Suite 201

Birmingham, AL 35233

Attention: Chuck Branch

16. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the City, Consultant shall be and remain

an independent contractor and not act in the role of an agent or legal representative on behalf of the

City. Consultant shall not have the authority to bind or obligate the City, its officers, agents or

employees.

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17. MISCELLANEOUS

Authority to execute. The signers of this Agreement warrant that they are acting officially and properly on behalf of the Consultant and the City and have been duly authorized, directed and empowered to execute this Agreement.

18. THIRD PARTY BENEFICIARIES

It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

19. FINAL INTEGRATION

This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings.

20. FORCE MAJEURE

Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

21. AMENDMENT IN WRITING

This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

22. BINDING EFFECT

This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. CAPTIONS

The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

24. LAW; SUBMISSION TO JURISDICTION GOVERNING

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

25. PROHIBITION ON ASSIGNMENT AND DELEGATION

No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

26. WAIVER

Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

27. AGREEMENT DATE

The effective date of this Agreement is the date the last party executes the Agreement and that party shall fill in the date and provide original executed documents to the other party.

28. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Consultant agrees to comply with Missouri State Statute Section 285.530 in that the Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement,

the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subcontractor to affirmatively state in its contact with Consultant that the subcontract shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require each subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year stated.

CITY OF COLUMBIA, MISSOURI

		Ву:	Mike Matthes, City Manager
		Date:	
ATTEST:			
Ву:			
Sheela Amir	ı, City Clerk		
Date:			
APPROVED AS TO	FORM:		
Ву:			
Nancy Thon	pson, City Counselor		
CERTIFICATION:	which it is to be charge	ed. Accou	ement is within the purpose of the appropriation to the the credit of such appropriation sufficient to pa
			John Blattel, Director of Finance
		RETA	AIL STRATEGIES, LLC
		By:	13 milita
		Title:	Managing Partne
		Date:	8/19/14

EXHIBIT A

REQUEST FOR PROPOSAL

RETAIL MARKET STUDY

FOR THE

CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION WILL HOBART, MBA, CPPO, CPPB PURCHASING AGENT 701 E. BROADWAY, 5TH FLOOR COLUMBIA, MO 65201 (573) 874-7687

MICHAEL BROOKS, DIRECTOR OF ECONOMIC DEVELOPMENT JOHN BLATTEL DIRECTOR OF FINANCE

Request For Proposal No. 47/2014

Closing Date: 5:00 p.m., CST, Friday, March 21, 2014

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GENERAL REQUIREMENTS

PURPOSE

The City of Columbia's Economic Development Department is requesting proposals from qualified consultants to perform a Retail Market Study. Listed below is the proposed scope of services requested.

SCHEDULE OF ACTIVITIES

DATE	ACTIVITY	
February 28, 2014	Close of written Requests for Additional Information	
March 5, 2014	Written responses to Requests for Additional Information sent to all	
March 21, 2014 Request for Proposal is due by 5:00 p.m. CST		
May 1, 2014 Contract Start Date (anticipated)		
The above dates are	e target dates and may change.	

DUE DATE FOR PROPOSALS

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 47/2014 RETAIL MARKET STUDY".

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Will Hobart, Purchasing Agent

Phone: (573) 874-7687

Fax: (573) 874-7762

E-mail: wahobart@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. on February 28, 2014.

This written Request for Additional Information will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

INCURRING COSTS

The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

COLLUSION CLAUSE

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

CONTRACT DOCUMENTS

The final Contract between the City of Columbia and the Respondent will include by reference:

- Respondent's Proposal
- The Specifications contained in this RFP

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

FUNDS

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

TAX EXEMPTION

The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent.

APPLICABLE LAW

The proposal and Contract shall be governed in all respects by the ordinances of The City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

RESPONSIBILITY

The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.

ASSIGNMENT

Firm shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City of Columbia. Assignment, subcontracting, or subletting without such consent will in no way relieve the Firm of any of its obligations under this Contract unless specifically stated by the City of Columbia in its consent.

AUDITING OF INVOICES

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed price, the Respondent will reimburse the City of Columbia the amount of the overcharge.

NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

TERMINATION FOR DEFAULT

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the City of Columbia shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the City of Columbia, become its property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the City of Columbia for any damages sustained by the City of Columbia by virtue of any breach of the contract by the firm, and the City of Columbia may withhold any payment to the firm for the purpose of mitigating its damages until such time as the exact amount of damages due the City of Columbia from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Manager will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (c) Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverages shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in work under this Contract at the site of the work is not

protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

Premises and Operations
Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$1,000,000 Each Occurrence (Comb.Single Limit for Bodily Injury & Prop. Damage)

\$1,000,000 Aggregate for Products/Completed Operations

\$1,000,000 Personal Injury/Advertising Injury

\$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available.

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate. Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

SUBCONTRACTORS: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

SCOPE OF WORK

BACKGROUND

City of Columbia is a rapidly growing city located approximately half way between St. Louis and Kansas City on Interstate 70 and located 30 miles north of Jefferson City, the Missouri State Capital City. Columbia is known as College Town USA, with the University of Missouri main campus along with Columbia College, and Stephens College located in the center of the city.

City of Columbia is consistently listed among the top cities in the United States by national magazines and organizations. Its excellent public school system, access to quality health care and central location consistently earn Columbia's position as one of the top places to live and do business. A 2013 report by the **U.S. Bureau of Economic Analysis** ranks Columbia as having the fastest growing economy in the State of Missouri (2000 census 85,986 to 2012 estimate 113,225) and the **Milken Institute** ranked Columbia as the *Number One Best Performing Small City in America for 2013*.

Employment has grown by approximately 13,000 in Boone County over the past 10 years. Key areas for growth are: Health Care (2,339); Accommodation and Food Service (2,179); Professional and Scientific (2,057); Finance and Insurance (1,965); Real Estate (1,688); Retail Trade (1,529); and Educational Services (1,152) generating the majority of the employment growth.

Sales taxes are a key component of the City of Columbia budget to support the city finances. Approximately 27% of the City's general fund comes from sales tax and sales tax represents 11.4% of the total City Budget for FY 2013.

The purpose of this work is to understand the retail landscape in the Columbia market, identify retail gaps, evaluate the impact of retail growth in other areas of the retail trade area, identify and evaluate retail locations, compare the Columbia market to similar college towns, and to identify/recommend potential prospects for the Columbia market.

SCOPE OF SERVICES

The scope of work includes the following:

(a) Conduct Market Research

- Identify Columbia retail trade area.
- Perform market & retail GAP analysis.
- Analyze impact of college students on retail market.
- Provide consumer attitude & behavior analysis.
- Conduct peer city market analysis.
- Identify/evaluate/catalog available properties & development opportunities.
- Perform competitive analysis of existing shopping centers including centers in Jefferson City.
- Provide sales forecasts.

(b) Develop Retail Recruitment Plan:

- Provide a recruitment strategy for new retail and restaurant companies.
- Provide identification and recommendation of retail prospects.
- Recommendations for site locations for retail/restaurant development.
- Develop marketing materials.

(c) Implementation of Retail Recruiting Plan

- Facilitate relationship between prospective retail/restaurant companies with owners/developers, real estate brokers and the City of Columbia.
 - Please describe how this implementation will be provided.

(d) Optional: Ongoing Representation

As an option, the City is interested in any additional offerings of ongoing support and
effort that the proposer might recommend for representation of the community with
regard to retail opportunities.

TECHNICAL PROPOSAL

The technical proposal is a clear, concise description of how the Proposer intends to provide the services set forth in the Scope of Services. To receive high marks, the technical proposal should outline how the Proposer plans to address each key issue noted in the Scope of Services.

VENDOR INFORMATION

Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.

Provide information about your firm to include:

- (a) Name, address, phone and fax number(s) and email address of firm
- (b) Name and title of primary contact person
- (c) Date firm established
- (d) Proposed service team including titles and responsibilities
- (e) Resume on each team member

EXPERIENCE

The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable the City to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contract:

- (a) Name and address of contracting activity, state or local government agency or commercial customer
- (b) Contract type
- (c) Contract value
- (d) Brief description of services required under the contract, including performance location(s) and performance period
- (e) Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance

PROJECT DETAIL

Provide a detailed description of the proposed solution. At a minimum the description should include or provide;

- (a) Narrative of Scope of Work and services proposed
- (b) Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.

- (c) Describe any activities require from the City of Columbia employees.
- (d) Describe you firm's approach to documenting errors in current billings, and cost saving associated with this project. Provide examples of your project documentation and deliverables.
- (e) Surveying and data analysis methodology with examples of surveys and reports.
- (f) Describe any other benefits the City will realize through a contract with your firm.
- (g) If the offeror is proposing the optional Ongoing Representation, please thoroughly detail and define what that offering will consist of.

3.4 PRICING TO BE QUOTED

Cost/Price should be broken out and clearly separated from the rest of the proposal. Pricing for the optional Ongoing Representation should be clearly delineated from the rest of the pricing, but also included in the Pricing To Be Quoted.

The City will evaluate cost/price for reasonableness, completeness, and realism as appropriate. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.

The costs/prices included in the proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

The City anticipates awarding a fixed price contract.

SUBMISSION OF PROPOSAL

TRANSMITTAL LETTER

All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any subvendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

FORMAT OF PROPOSAL

Proposals are to be kept within 50 pages with a minimum font size of 11.

EVALUATION AND AWARD

EVALUATION

Evaluation will be based on all elements of response to proposal criteria.

Proposal Evaluation

It is the purpose of this request for proposal to obtain data as complete as possible from each respondent that will enable the City of Columbia to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria:

35 points Proposal merit and ability to meet the needs of the City's Request

35 points Financial - Competitive pricing

20 points Experience/References

10 points Quality of the proposal

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Respondents whose proposal is most responsive to the City of Columbia's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

SELECTION AND AWARD

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

EXHIBIT B



Proposal to the City of Columbia, MO Retail Market Study, Strategic Planning, and Recruitment Services

PART 1: SCOPE OF SERVICES (Corresponds with "2.2 Scope of Services" in RFP)

a. Conduct Market Research

- Identify Columbia Retail Trade Areas
- Perform Market & Retail GAP Analysis
- Analyze Impact of College Students on the Retail Market
- Provide Consumer Attitude and Behavior Analysis
- Conduct Retail Peer Market Analysis
- Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities
- Perform Competitive Analysis of Existing Shopping Centers Including Centers in Jefferson City (MO)
- Provide Sales Forecasts
- Tapestry Lifestyles Psychographic Profile of Trade Area / Market Segmentation Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom Demographic Research Historical, Current, and Projected Demographics to include market trade areas by radius/drive-time, and custom trade areas associated with Columbia, MO

b. Develop Retail Recruitment Plan

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account through our BASECAMP platform, available to the appropriate contacts in Columbia (MO) to access all research, analysis, and the strategic plan.

Provide a Recruitment Strategy for New Retail and Restaurant Companies – Retail Strategies will develop a Strategic Retail Recruitment plan which will be a summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.

Provide Identification and Recommendation of Retail Prospects – Retail Strategies will develop a Retail Prospect List which will consists of retail prospects that will be targeted for recruitment to Columbia (MO). This list of retailers is based on the initial research and analysis done for Columbia (MO). The Retail Prospect List is an ongoing and continuously updated document. As we represent Columbia (MO) nationally, present opportunities in Columbia (MO) to retailers and developers, and learn of newly announced retail expansion plans and concepts, we will update the document accordingly.

Recommendations for Site Locations for Retail/Restaurant Companies - Retail Strategies, LLC and its partners will work with the city to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. This will include maps, marked aerials, and all pertinent contact and site specific information relative to each site.

Develop Marketing Materials - Retail Strategies will develop marketing materials on the client's behalf to market the community to retailers, developers, etc.

Call List and Recruitment Update - an ongoing tracking form to keep the identified city contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

c. Implementation of Strategic Retail Recruitment Plan

Retail Strategies will implement the Strategic Retail Recruitment Plan by establishing relationships and facilitating conversations with key leaders/stakeholders in the City of Columbia, prospective retail/restaurant companies, property owners/developers, and real estate brokers to execute the Strategic Retail Recruitment Plan. In addition to facilitating relationships between key entities Retail Strategies will represent the City of Columbia on a National scale at Retail/Real Estate Conventions by preparing marketing materials, identifying sites for targeted retailers, and setting meetings with targeted retailers/developers to discuss opportunities within the City of Columbia.

Retail Strategies will also update the Strategic Retail Recruitment Prospect List as we identify new and expanding retail/restaurant companies. The City of Columbia will be updated on our progress through their BaseCamp account and communication between Retail Strategies and the designated contact at the City of Columbia.

d. Optional: Incentives Consulting

Optional Ongoing Representation: Incentives Consulting and Negotiation

Retail development in today's market, while improving from the downturn which occurred in the 2008-2011 period, requires much cooperation from all parties involved. Many new retail development projects show how this mutual partnership between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking retail, developers looking for new opportunities and retailers looking to grow in new markets which seemed a stretch in the past, are now happening thru this team effort.

In the past, when development economics didn't seem to make sense, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or redevelopment projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become deal makers versus deal breakers.

Each municipality in each state differs in the capability and method for providing assistance. Many development agreement alternatives exist to "bridge the gap" and deal with funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City develops city-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn previously economically difficult deals into new development projects. By creating a partnership with the municipality from the outset of a deal, more opportunities exist for new and exciting retail developments to occur.

Optional: Additional Marketing Materials and Property Marketing Materials

As a part of our engagement Retail Strategies will develop marketing materials for the City of Columbia (MO) market including key development/redevelopment sites. In the event developers, property owners, and/or commercial realtors request similar marketing materials for their sites, Retail Strategies can create these collateral materials for a fee.

<u>PART 2: Vendor Information (Corresponds with "3.1 Vendor Information" in RFP)</u>

A. Vendor Information

Retail Strategies LLC
Established: 2011
120 18th Street South
Birmingham, AL 35223
Phone: (205) 490-2826
Fax (205) 313-3677
Matt@RetailStrategies.com
Matthew Petro (Lead)
Business Development and Retail Recruitment Specialists

B. Team

The Retail Strategies team is comprised of experienced retail real estate professionals.

Matt Petro (Lead) is a Business Developer for the Retail Strategies team assisting in the research and retail recruitment efforts for multiple municipal clients. Matthew specializes in the execution of the strategic retail recruitment plan, focusing on the identification of companies to fill the product and service gaps within each city's trade area. Matthew graduated from the University of Alabama with a bachelor's degree in Marketing and a specialization in Sales.

Joseph Fackel is Senior Vice President of Business Development for the Retail Strategies team assisting in the research and retail recruitment efforts for municipal clients. Prior to joining Retail Strategies, Joe spent 11 years with Buxton, providing market research to clients throughout the U.S. Joe is a licensed Texas real estate salesperson and a member of the International Council of Shopping Centers (ICSC).

Chuck Branch is CEO of Decision Data Resources and co-founded Retail Strategies in 2011. Chuck has spent much of his career managing the development and implementation of large database and GIS projects and solutions for municipalities and workforce development related agencies and organizations across the United States.

Robert Jolly is the President of Birmingham based Retail Specialists, Inc. and co-founded Retail Strategies in 2011. During his time at Retail Specialists, Inc., he has overseen the leasing and management of more than 5,000,000 sf of retail space and has assisted some of the most well-known tenants in the United States with their expansion into new markets in the Southeast.

Mead Silsbee is the Vice-President and Chief Operating Officer of Retail Specialists, Inc., and co-founded Retail Strategies in 2011. In his role at Retail Specialists, Inc, he manages and coordinates all day to day operations, as well as oversees the operations of numerous investment and development projects.

Laura Marinos is the Research Coordinator at Retail Strategies and will be responsible for all research and market analysis. Laura's primary responsibilities are creating marketing materials,

maps, aerials, and demographics reports. Laura also assist in data base management, client communication, advanced research and the organization of all digital media.

Amanda Beshears is the Director of Marketing for Retail Strategies. She specializes in GIS mapping, market research, market development plans, project coordination, and team operations. She is also responsible for the creation of site submittal packages including aerials, maps, flyers, and demographic reports.

Lacy Beasley serves as Vice President of Business Development. She has been involved in Retail Consulting across the Southeast for the past five years as the Municipality Consultant Director at The Shopping Center Group. Prior to her work with TSCG, Lacy was with the Dickson County Chamber of Commerce. Lacy's work includes identifying and working with Retail Strategies commercial real estate and development partners.

Bill Hankins serves as Vice President of Business Development for Retail Strategies focusing on Corporate Development activities. His experience in real estate spans work in private equity, law and development. Prior to that, he served in an appointed position as a Special Assistant United States Attorney for the Department of Justice. Bill's work includes identifying and working with Retail Strategies commercial real estate and development partners.

Brooks Corr represents clients in the leasing and brokerage of retail properties around the Southeast. He has worked on all facets of transactions for various retail clients ranging from small entrepreneurs to multinational corporations to local and federal governments. Brooks has worked with city municipalities as a representative or consultant in their real estate matters such as land sales, attracting new retail development, and providing guidance to daily real estate decisions. Brooks has earned the coveted Certified Commercial Investment Member (CCIM) designation from the CCIM Institute. Additionally, he has been awarded the "Power Broker" honor for the last three consecutive years by the nation's leading commercial real estate information service. Costar.

Bill Clements represents clients in the leasing and brokerage of retail properties. Additionally, he negotiates leases and purchase contracts, assesses property and handles market and trade area analysis. Bill is a member of the International Council of Shopping Centers, Birmingham Association of Realtors and in 2008 earned the Certified Commercial

Hamilton Huber joined Retail Strategies in 2013, coming from The Shopping Center Group where he served as a broker in leasing and selling retail space, gas stations, and convenient stores as well as working in the landlord service division concentrating on property management.

Todd Becker serves as Restaurant Specialist, providing restaurant research, strategic planning, and recruitment services for municipalities throughout the Southeast. Todd brings over 20 years of experience to the company with focus on restaurant site selection and franchise growth. His experience includes positions as a multi-unit controller, entrepreneur, franchisee, and working with and for franchisors. Since 2007, Todd has owned Restaurant Solutions, LLC, where he continues to provide financial and operational management to restaurants across the Southeast.

Brad Siegal serves as General Counsel and Project Manager for Retail Strategies. Brad provides legal assistance and oversight as the firm provides research, strategic planning, and retail recruitment services to municipal clients. Through his work with developers and municipalities,

Brad has assisted and been involved with many city-assisted developments including public infrastructure assistance, municipal lease financing, and development agreement revenue sharing arrangements.

Part 3. Experience & References (Corresponds with "3.2 Experience" in RFP)

Reference 1

- a. West Alabama Chamber of Commerce P.O. Box 020410 Tuscaloosa, Al 35402 (205) 391-0552
- b. Contract Type: Full Engagement & Incentives Consulting Start Date August 2012
- c. Contract Value: Contract value is confidential between Retail Strategies and the West Alabama Chamber of Commerce
- d. Services and Performance: Retail Strategies provides our full engagement to the Tuscaloosa (AL) market. Tuscaloosa is a similar college town to Columbia. Tuscaloosa has a population of 94,000 with a student population of 35,000. During our engagement Tuscaloosa has seen a period of unprecedented retail growth. Through our engagement we have advised the leaders of the community on zoning, worked as the cities advocate on a \$16 million dollar incentives package, and have aided in the recruitment of numerous retailers and retail projects.
- e. Primary Contact Information:

Donny Jones

CFO

West Alabama Chamber of Commerce P.O. Box 020410
Tuscaloosa, Al 35402
(205) 391-0552
donny@tuscaloosachamber.com

Reference 2

- a. City of Vestavia Hills, AL 513 Montgomery Highway Vestavia Hills, AL 35216 (205) 978-0100
- b. Contract Type: Full Engagement Start Date January 2014
- c. Contract Value: Contract value is confidential between Retail Strategies and Vestavia Hills
- d. Services and Performance: Retail Strategies partnered with the City of Vestavia Hills for a full engagement in January of 2014. Although we have engaged with the City of Vestavia Hills on January of 2014, we have been working with City Manager Jeff Downs for the previous 18 months in Montgomery (AL).
- e. Primary Contact Information:

Jeff Downes City Manager 513 Montgomery Highway Vestavia Hills, AL 35216 (205) 978-0100 idownes@vhal.org

Reference 3

- a. Edmond Economic Development Authority
 825 East 2nd Street
 Suite 200
 Edmond, OK 73034
 (405) 340-0116
- b. Contract Type: Full Engagement Start date April 2013
- c. Contract Value: Contract value is confidential between Retail Strategies and EEDA
- d. Services and Performance: Retail Strategies provides our full engagement to the Edmond Economic Development Authority. Edmond has a population of 85,000 and a student population of 18,000. During our engagement two retailers who we identified in our initial Strategic Recruitment Plan and marketed Edmond to have located in the market (Firehouse Subs and Del Taco), ALDI who we identified and sent information on the Edmond market to has pulled a permit on a location in Edmond, and we have numerous ongoing conversations and opportunities we are executing on the EEDA's behalf.
- e. Primary Contact Information:

Janet Yowell
Executive Director
Edmond Economic Development Authority
825 East 2nd Street
Suite 200
Edmond, OK 73034
(405) 340-0116
jy@eeda.com

Part 4: Project Detail (Corresponds: with "3.3 Project Detail" in RFP)

a. Narrative of Scope

Birmingham based Retail Strategies, LLC is a retail consulting firm offering unparalleled market analysis, strategic planning, and retail recruitment services to municipalities and economic development authorities. We currently have employed 14 research, marketing, and real estate professionals plus we have established numerous relationships with commercial real estate firms and developers across the U.S. to assist our public sector consulting engagements. We have offices in Birmingham (AL), New Orleans (LA) and Dallas (TX).

The current economic environment has taken its toll on cities throughout the country, many of whom rely on volatile retail sales taxes as a primary source of revenue. Basic community services and quality of life depend heavily on a city's ability to broaden the sources of public revenue. This often requires the city to recruit additional retailers, identify local entrepreneurial opportunities or assist existing businesses in better understanding their potential through detailed market analysis.

To accomplish this, cities today need a plan to address their retail recruitment initiatives. In many instances, city economic development efforts turn to retail consultants to address these

issues, only to be left with research reports, a list of retailers, and limited guidance on the actual process of recruiting prospects to their community.

Retail Strategies, LLC partners with the appropriate city departments, staff, elected officials and other stakeholders to identify, through in-depth research and analysis, opportunities to recruit retail concepts that expand and improve the retail tenant mix and retail tax base throughout the client's community. Our unique research solutions help you better understand the strengths, weaknesses, and opportunities in your retail trade areas through demographic and business analysis, retail gap analysis, and peer analysis.

Once we have completed the research assessment we then focus on the primary benefit of our services – the retail recruitment strategic plan and recruitment of retailers. The conclusions of retail research reports are meaningless without effectively executing a Strategic Retail Recruitment Plan.

b. Management Approach

The project will be overseen by the Principals of Retail Strategies, the Senior VP for the territory, and the Business Developer/Client Manager for the project. The project will be executed by a combination of the Retail Strategies team utilizing each team member's individual skill set to create the synergy needed to develop success in Columbia (MO).

c. Activities required by the City of Columbia (MO)

The City of Columbia (MO) will be asked to provide:

- A point person for Matt Petro (Lead) to provide information and updates on our progress
- A point person to have access to our online site BaseCamp where the research, analysis, marketing materials, etc. are uploaded
- Images and information to be used on the marketing materials
- Provide contacts to property owners from property that is identified as a "Key Site" for retail/shopping center development
- Provide traffic counts for intersections and streets

d. Documenting Errors & Cost Savings

Retail Strategies invoices our clients once per calendar year, therefore we do not have recurring billing. The City of Columbia will receive savings of up to 40% from licensing the research from Retail Strategies through our partnership. The City of Columbia will also be represented on a national scale at over twenty (20) Retail Real Estate and Shopping Center Conventions across the country. The cost to attend your regional trade show and the national trade show per year per attendee (two total conventions) is roughly \$10,000. This figure does not include the reduction of production time lost for preparation and follow up from the convention.

Additional cost savings that come from our partnership as a whole are the marketing deliverables, daily execution of the Strategic Recruitment Plan, Retail Market Updates, experience and expertise of the Retail Strategies Team, etc. this type of savings cannot be put in to a figure.

e. Data Analysis Methodology and Approach

Our research solutions are not a "one size fits all" or pre-formatted by an industry standard radius or drive-time area. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept. Retail Strategies primary data resources include:

Census, AGS, and ESRI Demographics

By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment.

Business Location Data

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics. Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRightTM, D&B's Quality Process which gives you the insight you need to identify and target prospects.

Consumer Expenditures

This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

Retail Potential

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

Tapestry

Tapestry classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups

Additional Information and Sources for our Research:

- Census data from 1980 through 2010 (Census years).
- Most of our data providers use similar methodologies for creating estimates and projections which is then impacted by methodologies for aggregating that data across block groups up to trade area boundaries.
- AGS demographics for current year and 5 year projections.
- ESRI demographics for current year and 5 year projections.
- Claritas demographics for current year and 5 year projections.
- We use the following additional datasets for segmentation analysis:
 - o MOSAIC
 - o Tapestry
- MRI's Consumer Behavior and Attitude data.
- Other data from the Bureau of Economic Analysis, Census of Retail/Consumer Spending, and the Department of Labor.

- Multiple sources for our GAP Analysis supplemented by business databases and our boots on the ground market research.
- Crime stats directly from the FBI.
- IPEDS for analysis of 2 year and 4 year education institutions when needed to better understand the demographics of college students in a given market/trade area.
- Create geographies and maps down to areas as small as .5 mile radius or 1 minute travel times
- Create custom retail trade areas by aggregating geography boundaries or hand drawing polygons.
- Our software allows us to filter a retailer's locations to match with targeted sites.
- Regus software to create aerials by city, retail trade area or development/redevelopment zones including locations of all existing retail.

Examples Research and Analysis Provided in Appendix A

f. Addition Benefits Columbia Will Realize By Our Engagement

The goals and additional benefits Columbia (MO) will realize by our engagement:

- Additional Sales Tax Revenue
- A Broader Tenant Mix
- More Retail Options for Residents, Students, and Tourists to spend locally
- National Representation and Positioning
- Developer Identification and Introduction
- Retail Trend and Analysis Updates
- Progress and Execution Updates
- On Demand Reporting
- Unprecedented Marketing of Opportunities and the Community to Retailers and Developers
- Locating New to Market Retail to Columbia (MO)

g. Ongoing Representation

Upon completion of the research assessment, our team then focuses on the primary benefit of our approach, implementation. Without a robust retail recruitment strategic plan, and the associated outreach to retailers and developers, even the best research is wasted. City Staff and Elected Officials have many demands on their time and talents creating obstacles to truly dedicating themselves to retail recruitment, while Retail Strategies will become an extension to your staff providing the focus, expertise, and relationships necessary to develop and execute a successful recruitment process.

Once the retail recruitment strategic plan has been adopted, Retail Strategies puts its years of retail real estate experience - and a national network of retail, restaurant and developer contacts – to work on your behalf. Retail recruitment is a commercial real estate activity and, as such, requires all of the aforementioned elements in order to yield results. Retail Strategies will embark upon a sustained, aggressive recruitment campaign on behalf of Columbia (MO). We become an extension of the staff that you don't have and are laser-focused on growing your retail base.

In 2013 Retail Strategies attended twenty-two (22) retail industry conferences and trade shows (International Council of Shopping Centers, Retail Live, Retailer One on One) each of which is an opportunity for us to position our client communities and the opportunities within each market respectively for retail growth. In 2014 Retail Strategies is slated to increase that number to more than thirty (30) to further represent and position our clients to expanding retailers and developers executing against each markets Strategic Recruitment Plan.

Part 5. Cost Price (Corresponds with "3.4 Pricing To Be Quoted" from RFP)

Proposed Consulting Engagement Costs:

Initial Engagement: Three (3) Years

Pricing – Year 1 \$48,000

Deliverable will focus on all retail trade areas for Columbia (MO) and include:

- Initial Market/Trade Area Research and Analysis
- Creation of Strategic Retail Recruitment Plan
- Development and continued updating of Retail Prospect List
- Representation at national and regional retail real estate conferences

Pricing – Year 2 and 3

\$26,000 per year

Retail Strategies, for year two and three of the engagement, will provide updated research and on-demand research reports/analysis.

- Updated research and on-demand research reports/analysis
- Updating of Strategic Retail Recruitment Plan
- Continued updating of Retail Prospect List
- Representation at national and regional retail real estate conferences

Pricing - Year 4 and Beyond

Our clients have the option, beginning in year four, to renew Retail Strategies services on an annual basis at the same cost as year three of the consulting engagement.

Incentives Consulting (Optional)

Retail development in today's market, while improving from the downturn which occurred in the 2008-2011 period, requires much cooperation from all parties involved. Many new retail development projects show how this mutual partnership between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking retail, developers looking for new opportunities and retailers looking to grow in new markets which seemed a stretch in the past, are now happening thru this team effort.

In the past, when development economics didn't seem to make sense, developers and retailers chose to move on to the next opportunity. However, success is now being realized in

communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or redevelopment projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become deal makers versus deal breakers.

Each municipality in each state differs in the capability and method for providing assistance. Many development agreement alternatives exist to "bridge the gap" and deal with funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City develops city-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn previously economically difficult deals into new development projects. By creating a partnership with the municipality from the outset of a deal, more opportunities exist for new and exciting retail developments to occur.

Incentives Consulting Fees (Add On Option) \$10,000 Per Project or \$250/Hour Plus Travel Expenses

Additional Marketing Materials (Optional)

As a part of our engagement Retail Strategies will develop marketing materials for the City of Columbia (MO) market including key development/redevelopment sites. In the event developers, property owners, and/or commercial realtors request similar marketing materials for their sites, Retail Strategies can create these collateral materials for a fee.

Additional Marketing Materials (Add On Option) \$1,500 Per Site