

RETAIL RECRUITMENT - LIMITED SERVICE

City of Decatur, Georgia

November 2023

Valid for 60 days.

Prepared for:

Angela Threadgill, Planning & Economic Development Director

City of Decatur, Georgia | Angela.Threadgill@decaturga.com



Mill Graves – Director of Community Partnership // Portfolio Director

[404] 719-9773 | mgraves@retailstrategies.com

2110 Powers Ferry Rd. SE, Suite 303, Atlanta, Georgia 30339

retailstrategies.com



retail strategies



About Us

Retail Strategies is the national expert and most trusted partner in recruiting businesses on behalf of communities.

Retail Strategies' mission is to provide real estate expertise, tools, and human effort that position deserving communities as alluring locations for recruiting and retaining businesses. With confidence, we pursue this mission by delivering unparalleled service as a unified team with unmatched real estate expertise.

Our expertise includes over 150 collective years of retail real estate experience and 30 licensed Commercial Real Estate professionals. We have a track record of success to aggressively execute a tailored strategy to attract retailers, restaurants and hotels for our Clients across the United States. We encourage you to contact our references for their feedback on our services.

Retail Strategies has been honored with "Best Places to Work", "Who's Who of Commercial Real Estate", "CEO of the Year", "Top 40 Under 40" and "Top 100 Influencers in Real Estate."

Our activities pay a return in sales taxes, add and save jobs, increase property taxes and add businesses that enhance the unique qualities of your community. Retail Strategies' network of decision maker contacts within the retail and real estate industry will be put to work for you.

Industry Leaders

- 160 years of retail real estate experience
- 35 licensed commercial real estate professionals
- Direct connections to retailers & developers
- Proactive, hands-on approach

Industry Involvement



Retail Strategies' core values are to be **Committed, Team-Oriented, Respected** and **Innovative**. It is our constant focus on these values that allow us to form strong, long-term relationships with our Clients and within the retail and real estate industries.

If we say we will do it, we will do it. We are respected as industry leaders because we do the right thing and are relentless in our pursuit of unique solutions.

We tell you this because if we partner with a community, we make sure we have the team and resources to help your economic development team and community thrive. With a **5:1 client ratio**, our team can successfully build relationships and manage our Clients' personalized needs.

Retail Strategies maintains a Smart Growth Strategy in which we limit the number of Clients we partner with in each state to maintain our client ratio, meet project schedules and exceed client expectations.



Community Opportunity – Limited Recruitment

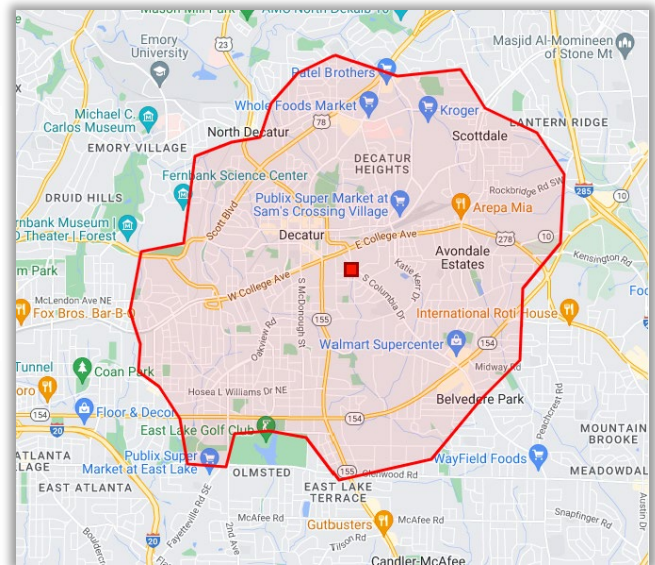
Decatur, Georgia

Approximately **60K+ potential consumers** frequent **City of Decatur’s** commercial corridors and downtown. In a limited-service recruitment partnership **Retail Strategies’ Georgia team will serve as Decatur’s resource extension and commercial development advisor to:**

1. Leverage data and analytics to better define targeted commercial development opportunities to new retail businesses and restaurants
2. Build relationships with landowners, developers and brokers to analyze area’s highest best use real estate opportunities for targeted and collaborative prospecting.
3. Promote and advocate the community’s vision, assets, and planning priorities for growth, revitalization, and redevelopment
4. Identify expanding retailers and businesses that are not in the market that should be
5. Proactively connect with retailers, developers and brokers on behalf of the community, and regularly report feedback and progress for advancing implementation efforts and collaboration

CUSTOM TRADE AREA

Leakage



Limited Partnership Scope:

- No market visit
- No Recruitment Plan (previous attended Retail Academy 2022-23)
- Limited scope on number of sites (5) to be determined collaboratively with community
- Limited scope on number of retail & restaurant prospects (10)
- Creation of grocery prospect list for 720 Commerce Drive
- Recruitment term 6 months with one (1) update per month on progress and feedback
- At the end of 6-month term, RS will put together a comprehensive report of the interest stage of each prospect



Approach & Methodology



Advance: Retail Recruitment & Retention

Retail Strategies will be reaching out to property owners, brokers, developers, retailers, restaurants and industry players to connect the dots in your market. We continue to seek information throughout our partnership to define the target opportunities in your community. Below is just a sampling of brands our team continues to work with:

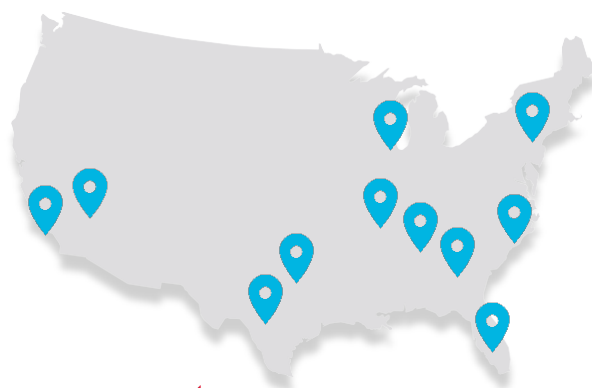


Marketing and Representation

Our team attends more than a dozen retail real estate conferences including ICSC, ICSC Recon and RetailLive! Retail Strategies attends these shows to meet with industry leaders and market your opportunities.

At conferences, we set up meetings with targeted retailers, restaurants, brokers, and developers on your behalf.

Following the conference, you receive an update on who we met with, what was said, and what our next steps are for your community.





Investment

We appreciate the opportunity to work with the City of Decatur! By partnering with Retail Strategies, the City of Decatur can intentionally build a team extension to proactively pursue attainable and desirable retail and begin implementation of a comprehensive retail recruitment and retention strategy. This initiative is foundational for capitalizing on Decatur’s momentum to advance generational retail investments and enhance retail amenities in underserved and targeted economic development corridors.

Return on Investment

Our services will help reduce retail leakage, pay a return in increased taxes, add jobs, and add businesses that enhance the unique qualities of your community.

The addition of just one retail store/restaurant that brings in \$1 million in retail sales will bring in tens of thousands of tax collections to add back to the city and county’s budget.

Services	Fees*
6 Month Limited-Service Retail Recruitment	\$25,000

Pricing valid for 60 days

Retail-commercial transactions take 18-36 months on average. For this reason, our Retail Strategies team recommends 3 years to advance implementation efforts and fully realize a return on investment for recruitment services.

The total fee for completion of work is due upon execution of agreement. Project fees are due within 30 days of receipt of the invoice.

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work. Any travel will be approved by the Client (not to exceed \$1,000 per trip).

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Decatur (hereinafter referred to as “Client”) on this the _____ day of _____, 2023, (the “Effective Date”) as follows:

WHEREAS, the Client desires to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the “Project”); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

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

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

3. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in Exhibit A. These professional services are consulting services and not that of a contractor or other provider.

2. TERM

The Term of this Agreement shall commence upon the Execution date and terminate six (6) months after the execution date as set forth in Exhibit A.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Client agrees to pay Consultant a total not to exceed \$25,000. Consultant will invoice Client immediately upon

execution of the contract. Client must remit payment within fifteen (15) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable.

4. CLIENT RESPONSIBILITIES

(a) **Information and Access**. In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: Access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client (which shall belong to Client), reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing. All strategic plans and other materials delivered by Consultant to Client shall belong to Client.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

8. DEFAULT AND TERMINATION

(a) **Default Termination.** In the event Consultant should violate any of the terms of this Agreement, Client shall provide Consultant with written notice of such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Client shall be permitted to terminate this Agreement. All fees previously paid by Client to Consultant are understood to be fully earned when paid and are not subject to refund following any termination hereunder.

(b) **Automatic Termination.** This Agreement shall automatically terminate one year following the Execution Date.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Downtown Development Authority of the City of Decatur, Georgia
509 N. McDonough St.
PO Box 220
Decatur, GA 30031
Email: angela.threadgill@decaturga.com
Cell: 404-801-5277
Attention: Angela Threadgill, Executive Director

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

11. **MISCELLANEOUS**

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

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. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

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.

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.

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.

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.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Alabama.

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.

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.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Client 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 which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

CLIENT:

DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
DECATUR, GEORGIA

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

This section outlines the 6 month term of Services which Retail Strategies (the “consultant”) will provide to the Downtown Development Authority of the City of Decatur, Georgia (the “client”).

A. DATA & ANALYTICS

1. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
2. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Market Outlook Reports
6. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area
7. Updated Market Guide – 11x17 aerial map and market summary

B. REAL ESTATE ANALYSIS | RETAIL PROSPECTS

1. Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
2. Identification of priority business categories for recruitment and/or local expansion
3. Target List of Retailers and Restaurants (minimum of 10)
4. Updated Customized Marketing Guide (four pages)
5. Aerial imagery of trade area(s)

C. RECRUITMENT | OUTREACH

1. Pro-active retail recruitment for targeted retailers
2. Will contact a minimum of 20 overall retailers, restaurants, brokers and/or developers
3. Active outreach to 5 local brokers and landowners
4. Updates on new activity will be provided to Client’s designated primary point of contact via Basecamp, telephone, or email on a monthly basis
5. A comprehensive report of outreach and retailer progress provided to the community concluding the six (6) month term of services