RETAIL STRATEGY CONTINUATION

CITY OF VICKSBURG, MISSISSIPPI

JANUARY 31, 2017



"Our purpose is to provide an uncommon level of customized service and expertise to help communities move beyond the data to retail expansion and development results."

C. KELLY COFER, CCIM PRESIDENT & CEO, THE RETAIL COACH, LLC



Contract Extensions



f 1 | OPTION: FULL RETAIL MARKETING STRATEGY UPDATE +CONTINUED RECRUITMENT PLAN

We will update the current retail market reports and proactively recruit based on an approved timeline. We will make a minimum of two (2) trips to Vicksburg during the project.

PHASE 1: AREA METRO RESEARCH- UPDATE

• Update community demographics profile and existing retail maps

PHASE 2: COMMUNITY CORE ANALYSIS- UPDATE

- Update retail trade area map with demographic profile (historical/current/projected)
- Create a Consumer Density Analysis of Cell Phone Technology (for retail trade area)
- Update (or create) 10-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update (or create) 15-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update (or create) 20-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update Vicksburg community demographic profile (historical/current/projected)
- Update (or create) retail trade area psychographic profile, including dominant lifestyle segmentations
- Update (or create) daytime population summary
- Update (or create) retail gap analysis, including a summary table showing surpluses and/or leakages
- Update community and economic development observations and recommendations

PHASE 3: CONTINUED MARKETING & BRANDING

- Update Vicksburg's retail market profile
- Update tailored Retailer-specific feasibility packages
- Update 10 priority retail site profile packages
- Update Developer opportunity packages

PHASE 4: UPDATE GIST DATA PLATFORM (+ ONLINE DASHBOARD WEBSITE)

PHASES 5-6: CONTINUED RETAILER & DEVELOPER RECRUITMENT

- Update and continue to recruit a Target list of 25 priority retailers with contact information
- Provide Proactive Recruitment and a Retailer status report based on retailer contacts and feedback
- Create a Target list of 10 new real estate developers with contact information
- Provide Proactive Recruitment and a Developer status report based on developer outreach and feedback
- Continue to work with landowners, developers, and retailers on potential projects

PHASE 7: UPDATE ACTION PLAN

- Update strategy implementation plan
- Continue National and Regional Trade Show representation

PHASE 8: CONTINUED COACHING

 Continue to partner, coach, and educate the City of Vicksburg in an advisory and retail development consultant role

PHASE 9: DOWNTOWN REVITALIZATION + RETENTION OF EXISTING BUSINESSES

 The Retail Coach will develop and facilitate a downtown revitalization workshop or community development workshop aimed at educating the existing retail business base in Vicksburg, as well focusing on retention and market growth methods.

2 | PROJECT FEES + TIMELINE

TIMELINE

 The contract period is an extension of the previous contract and professional services agreement for an additional 12 months of service commencing upon the exercising of the option.

PROJECT FEES

- The total fee for completion of this work is \$20,000, payable in two installments:
- a) \$10,000 paid upon completion of Phase 1 and 2- updating of reports;
- b) \$10,000 paid upon completion of Phase 3.
- Project fees are payable within 30 days after receipt of the invoice.
- Should Vicksburg request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Vicksburg in advance of commencing any additional work.

REIMBURSABLE PROJECT EXPENSES

- It is estimated that reimbursable expenses will be approximately \$750.00. Reimbursable expenses include:
- All travel costs:
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.
 - Project expenses are payable within 30 days after receipt of the expense invoice.

SEVERABILITY

 Either Party may terminate this Extension Agreement by giving thirty (30) days prior written notice to the other Party. The Retail Coach shall be entitled to compensation for any services completed to the reasonable satisfaction of the COV in accordance with this Agreement prior to such termination.

Signature Page to Follow

EXECUTED this	day of	, 2016.	
		City of Vicksburg, VICKSBURG, MISSISSIPPI	
		By: Name: Title:	
EXECUTED this	day of	The Retail Coach, LLC TUPELO, MISSISSIPPI	
		By: Name: Title:	

BETTER RETAIL. BETTER COMMUNITIES.



WILLIS T. THOMPSON
ALDERMAN



MICHAEL A. MAYFIELD, SR. ALDERMAN

City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3411

January 11, 2016

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

RE:

Professional Services Agreement City of Vicksburg, Mississippi

Dear Sir/Madam:

Enclosed is one (1) original copy of the above referenced agreement. This was approved by the Mayor and Aldermen in an Adjourned Regular Board Meeting on January 8, 2016. Please return a fully executed copy to the City Clerk's Office.

Should you have any questions, please do not hesitate to call me.

Sincerely,

Tasha W. Jordan Deputy City Clerk

/twj

cc:

Enclosure

Victor Gray-Lewis, Director of Community Development

Incorporated 1825
City Website: http://www.vicksburg.org

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is made by and between the City of Vicksburg, Mississippi ("COV") and The Retail Coach, LLC, a Mississippi limited liability company ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

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

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

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

Article I

Term

- 1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.
- 1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to COV all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the COV in accordance with this Agreement prior to such termination.

Article II

Scope of Service

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

Article III

Schedule of Work

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A" titled Retail Recruitment and Retention Strategy.

Article IV

Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of forty two thousand dollars (\$42,000), plus expenses estimated to be one thousand dollars (\$1,000.00.)

Article V

Devotion of Time; Personnel; and Equipment

- 5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should COV require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.
- 5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI

Miscellaneous

- 6.1 <u>Entire Agreement</u>. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.
- Assignment. The Professional may not assign this Agreement without the prior written consent of COV. In the event of an assignment by the Professional to which the COV has consented, the assignee shall agree in writing with COV to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.
- 6.3 <u>Successors and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

- 6.4 Governing Law. The laws of the State of Mississippi shall govern this Agreement.
- 6.5 <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the Parties.
- 6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 6.7 <u>Independent Contractor</u>. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that COV assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of COV. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.
- 6.8 <u>Notice</u>. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for COV:

If intended for Professional:

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

6.9 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's

performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name COV, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the COV for cancellation of the insurance; (3) provide for a waiver of subrogation against the COV for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the COV of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by COV.
- 6.10 Indemnification. CITY OF VICKSBURG SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST COV, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "COV") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OF COV OR BREACH OF COV'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS COV FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE COV, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY COV ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- 6.11 <u>Counterparts</u>. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.
- 6.12 <u>Exhibits</u>. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.



	By Cost Flags Title: MAY 6
EXECUTED this 20 day of January	
	By: Chelly Cores Name: Chelly Cores Title: President / CEO

EXECUTED this 8th day of January 2016.

EXHIBIT A

Retail Recruitment and Retention Strategy

Vicksburg, Mississippi

November 2015

Prepared by: C. Kelly Cofer, CCIM, Scott Emison





The Retail Coach, LLC P.O. Box 7272 Tupelo, MS 38802-7272

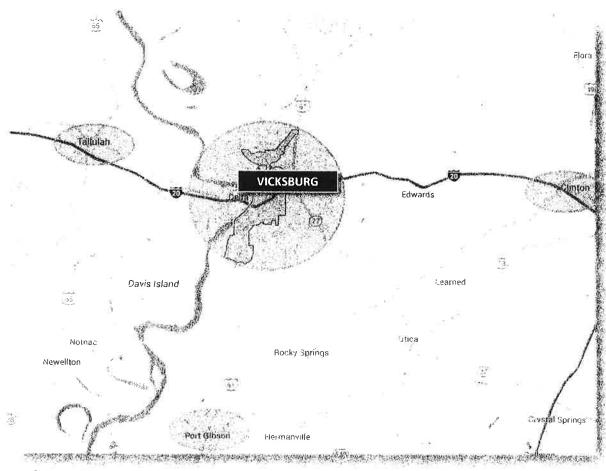
Tel 662.844.2155 Fax 662.844.2738 info@theretailcoach.net

A. PROJECT APPROACH

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

Phase 1: Area and Community Research

The Retail Coach will perform extensive market research to evaluate the area and Vicksburg. Using a "macro to micro" approach, economic and competitive forces that may impact the community's retail recruitment strategy will be analyzed. The Retail Coach will gather market-specific data to identify competition, Retail Trade Area boundaries, potential customer bases, and retail brand opportunities.

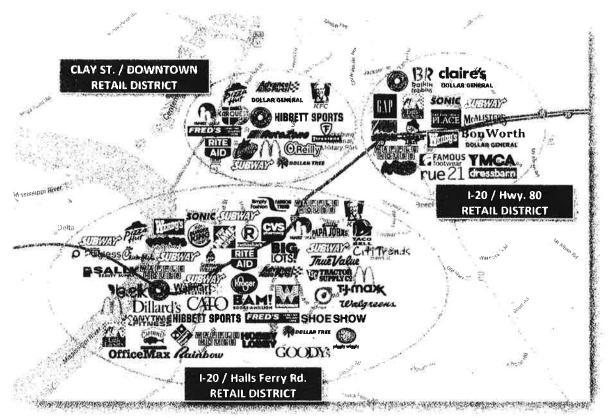


1.1 | Analyzing Competing Areas

A community must have a clear understanding of the competitive nature of retail recruitment. The community that secures the retailer will receive the ultimate benefits of increased sales tax revenues and improved quality of life.

To that end, monitoring what is occurring in competing communities is vital. What are their advantages? What are their challenges? Are they experiencing significant growth or a shift in their demographic base? What are their current retail offerings? Before analyzing the Vicksburg community, The Retail Coach will look at competing communities to:

- Identify economic and market forces that may have a direct and significant impact on retail recruitment and retail development in Vicksburg.
- Document and evaluate primary national and regional retail brands / Tallulah, Clinton, Port Gibson, etc.
- Create demographic profiles.
- Identify development trends and challenges that may provide Vicksburg a competitive recruitment advantage.
- Assess retail recruitment incentive programs.



1.2 | Analyzing the Community

A community, regardless of size, is comprised of more than one Retail Trade Area. In smaller communities, retail areas may include a downtown district and a suburban growth area.

Each RTA has a unique opportunity based on several different factors: RTA population served, demographic profile of consumers in the RTA, and road systems serving the area. Some areas have a regional consumer draw, while others may only serve a specific neighborhood within the community. To determine Retail Trade Areas and the communities they serve, The Retail Coach will:

- Physically travel primary and secondary traffic corridors to document regional and national retail brands and confirm Vicksburg's retail study areas: I-20/Hwy. 80 Retail District, Downtown/Clay St. Retail District, I-20/Halls Ferry Rd. Retail District, etc.
- Identify community and economic development issues.
- Note real estate sites and properties suited for new development and redevelopment.
- Document major retail property vacancies.

1.3 | Stakeholder Discussions

Community leader and stakeholder buy-in is key to The Retail Coach strategy. Stakeholders who are not "in on it" may be "down on it." Buy-in is best accomplished through individual and group meetings. Project leaders will begin by meeting with independent business owners in Vicksburg who may see our work as threatening.

Discussing timeline and strategy with public and private stakeholders is a part of The Retail Coach process. Stakeholders may include city staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses. By gathering stakeholder input, The Retail Coach will gain a more comprehensive view of the community's opportunities and possible challenges.

Phase 2: Community Analysis

2.1 | Determining Retail Trade Areas

The Retail Trade Area is the foundational tool of the retail recruitment strategy; therefore, its accurate mapping is critical. A primary RTA is the geographic area from which a community's retailers derive approximately 80-85% of their business. To best determine a community's Retail Trade Area, the Retail Coach will execute the four following strategic steps:

Discussions with Retailers

The Retail Coach will interview national and regional retailers seeking input on their business performance, because
no one knows the travel and shopping behavior of consumers better than the retailers themselves. They will be
asked about possible issues and challenges they are facing, and most importantly, where consumers are traveling
from, based on point-of-sale transactional data. This point-of-sale data is significantly more accurate than data that
relies solely on maps determined by computer-generated estimates of radial and drive time populations.

Retail Trade Area Mapping

• The Retail Coach will delineate boundary map of the RTA using the area analysis, community analysis, community stakeholder discussions, and retailers' actual transaction data.

Retail Trade Area Mapping using Driving Times

• The Retail Coach will delineate a boundary map of the RTA using three (3) unique drive times — areas from which a consumer can reach the community or retail site within 10-, 15-, and 20-minute commutes.

2.2 Demographic Profile

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

The Retail Coach will create comprehensive 2010 Census, 2015, and 2020 demographic profiles for the Retail Erade Area, Vicksburg community, and appropriate radials and drive times. The profile includes the following characteristics:

- Population and projected population growth
- · Population growth trends
- Ethnicities
- · Average and median household incomes
- Median age
- · Households and household growth
- · Educational attainment

2.3 | Psychographic Profile

As retail site selection has evolved from an art to a science, psychographics and lifestyle segmentation have become components of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific name brands—is important not only to regional and national retailers, but to independent businesses as well.

Knowing the retail purchasing habits and behaviors of consumers removes a great deal of risk for retailers. Based on the market segmentation system developed by the Environmental Systems Research Institute (ESRI), The Retail Coach will develop a Tapestry Segmentation profile of the households in the Retail Trade Area by using the most advanced socioeconomic and demographic data to:

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

2.4 | Consumer Surveying

Consumer buy-in is important since consumers are the key component driving retail demand. Luckily, when a consumer's opinion is requested, it will be given and is often beneficial.

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

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

2.5 | Determining the Daytime Population

The workplace population is important to fast food and casual dining restaurants that rely heavily on lunch business.

A community's labor market may be within the city limits, or it may include areas of employment outside community boundaries. The Retail Coach will provide an employment summary report detailing the total number of establishments by industry and employee counts within the designated labor market area. This report will:

• Provide insight into the "work here" population versus the "live here" population.

2.6 | Identify Retail Gaps

A retail gap analysis will determine the level of retail demand in a community's Retail Trade Area. The analysis computes the retail potential of the Retail Trade Area and then compares potential to actual sales in the community. The difference is either a leakage, where consumers are traveling outside the community for certain retail goods and services, or a surplus, where consumers are traveling from outside the community for certain retail goods and services. The Retail Coach will perform a retail gap analysis to estimate potential retail sales (demand) in the RTA and compare these figures to estimated sales figures (supply) to calculate the approximate flow of retail dollars in and out of Vicksburg. The retail gap analysis will:

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

2.7 | Identifying and Marketing Retail Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their location needs. A community must have a database of prime and available properties as well as accurate and current marketing information for each site.

The Retail Coach will identify five (5) prime retail sites. Criteria will be based on the essential factors of regional and national retailers' location criteria, including, but not limited to, location, traffic patterns, visibility, adequate parking, available signage, safety, and security. The Retail Coach will create a **Retail Site Profile** for each site with site-specific information including:

- Location
- Photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic counts
- Area retailers
- Appropriate contact information.

2.8 | Identify Retail Development and Redevelopment Opportunities

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

Land Use Analysis

A community's retail opportunities may be obvious — a new development opportunity on a 20-acre site adjacent to a Walmart Supercenter or an older, well-located, strip center in need of revitalization. In other situations, the opportunities are less obvious.

A highest and best use analysis is needed to view properties not as they are today, but what they can become tomorrow. The Retail Coach will analyze five (5) sites and recommend their highest and best uses. Sites to be analyzed will be approved in advance by Vicksburg staff. Recommendations of higher uses are made in the context of economic conditions, the vision of the community and its stakeholders, and the optimal financial impact. Site criteria includes:

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

2.9 | GISt Interactive Site Mapping

As an accredited ESRI Silver Tier Partner, The Retail Coach is able to deliver concise, easy-to-access data. Considering retail site selectors do much of their research while in hotel rooms and in airports, this is a great advantage. Unique Retail Coach GISt maps can be hosted as a stand-alone application or embedded within your community's website.

GISt is a powerful platform that streamlines data and insights into one interactive and centralized location. Demographic, socioeconomic, psychographic, and retail spending layers are detailed down to the block level. With customizable layers to meet the needs of each individual client, site selectors and developers can see a community's potential like never before. Each user-friendly map includes clickable layers revealing:

- · Median household income
- · Population density
- Population growth
- Psychographic lifestyle segmentation
- · Ethnicity median home value
- Median age

2.10 | Recommendations for Economic and Community Development

Retailers tend to locate where their investment is safe and secure.

By looking at your community from their perspective, The Retail Coach recognizes issues ranging from lack of code enforcement to the need for improved traffic signaling, making you aware of community and economic development issues that are a deterrent to retailers and setting you up for success. These recommendations and next steps are unique to each community.

Phase 3: Retail Recruitment Plan

3.1 | Recruitment of Retailers

The Retail Coach is the first national retail-consulting firm to introduce actual retail recruitment for communities. Fifteen years and 350 projects later, the recruitment of retailers remains the primary metric of success.

While accurate and current data are necessary, the most important component of a retail strategy is proactive recruitment. Recruitment is a process, not an event, so The Retail Coach Project Leaders maintain contact with their national, regional and independent retail contacts over a 12-month period to ensure success.

Retail recruitment requires a long-term commitment. The Retail Coach Retail:360^{5M} Program involves a multi-step process that begins during the project and continues throughout the 12-month engagement period.

Step 1: Identification of Retail Prospects

A community must target the retailers that are a good fit for their community, which means the Retail Trade Area population, disposable incomes, ethnicities, ages, and education level of the population should meet the retailers' ideal location specifications.

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

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

Step 2: Marketing

The most critical step In attracting targeted retailers is providing site-specific information to corporate real estate directors and site selectors.

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

- · Retail Trade Area map
- · Location map
- Traffic count map
- Demographic profile summary
- Appropriate logo and contact information

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

- · Community overview
- Real estate sites
- Location map
- Retail Trade Area map
- Existing retailer aerial map
- · Retailer location map
- Retail Trade Area demographic profile summary
- Retail gap analysis summary table
- Retail Trade Area psychographic profile
- Retail Trade Area demographic profile
- · Community demographic profile
- Area traffic generators
- Web addresses for retail site profiles and GISt interactive maps
- · Appropriate logo and contact information

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

Step 3: Recruitment

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

Step 4: Trade Shows

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

3.2 | Recruitment of Real Estate Developers

Much of the success of The Retail Coach communities comes from establishing a network of national retail developers over the past 15 years of consulting, recruiting, and coaching.

Developer interaction and recruitment has become a key component in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid- to high-tier retailer might show interest in a community, however, there may not be sufficient ready-to-lease properties matching their needs and brand. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Step 1: Identification of Developer Prospects

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

Step 2: Marketing

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

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

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

Step 3: Recruitment

- Introductory emails and Developer Opportunity Packages are sent to developers.
- · Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant and positive community changes.
- A Developer Status Report is provided, which includes each developer's complete contact information and comments resulting from recruitment activities.

3.3 | Downtown Retail Development (and Retention)

A community needs a healthy balance of national, regional, and independent retailers. Community leaders should not abandon their vision for downtown as a vibrant place for living, shopping, dining, entertainment, and gathering.

Downtowns are still considered the heart of many communities, and proactive residential support and programs that aid and retain independent retailers are just a few of the components that keep that heart strong. The Retail Coach will conduct an assessment of the downtown district and provide recommendations for revitalizing the downtown retail environment in ways that will support the community's overall retail recruitment goals.

Discussions with Downtown Stakeholders

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

Determining Downtown Retail Trade Area

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

Demographic Profiling

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

- · Population and population growth
- · Population trends
- Average annual population growth
- Ethnicity
- Income
- · Median age
- Average/median household incomes
- · Households and household growth
- Educational attainment

Psychographic Profiling

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

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

Determining Daytime Population

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

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

Identify Retail Opportunities

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

Expansion & Retention of Independent Businesses

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

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

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

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

3.4 | Coaching

Consultants have the reputation of delivering a product and then moving on to a new assignment. Retail recruitment is different. It is not a product or package, it's systematic, and the Retail:360^{5M} Program has proven successful in hundreds of communities across the United States. The Retail Coach's coaching period is different from other consulting firms and assures clients that an experienced resource is just a telephone call away.

Because retail recruitment is a process, not an event, The Retail Coach partners with Vicksburg on a long-term basis. Project Leaders will be available when you have questions, new ideas, need access to GIS mapping, or just want to brainstorm with someone who understands your opportunities as your community grows and develops.

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

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

B. PARTNERSHIP EXPECTATIONS

1 | PROJECT REPORTING

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

2 COMMUNITY TRIPS

The Retail Coach project team will make three (3) trips to Vicksburg during the project.

3 | PROJECT TIMELINE & PRICING

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

Project Fees

The total fee for completion of this work is \$42,000 payable upon completion of each of the three phases:

- a. \$14,000 upon completion of Phase 1;
- b. \$14,000 upon completion of Phases 2; and
- c. \$14,000 upon presentation of Phase 3.

Project fees are payable within forty-five (45) days after receipt of the invoice.

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

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$1,000.00. Reimbursable expenses include:

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

Project expenses will be incurred throughout the projects phases and are payable within forty-five (45) days after receipt of the expense invoice.

4 | Deliverables

The Retail Coach will provide the following deliverables at the end of the project period on a flash drive.

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

Area & Community Research

- Competing community retailer maps
- Competing community demographic profiles
- · Competing community incentive outline
- Study area map
- Study area retailer maps
- Stakeholder discussion summary
- Retailer discussion summary

Community Analysis

Retail Trade Area Map with Demographic Profile (Historical/Current/Projected)

- 10 minute drive time Retail Trade Area maps with demographic profiles (historical/current/projected)
- 15 minute drive time Retail Trade Area maps with demographic profiles (historical/current/projected)
- 20 minute drive time Retail Trade Area maps with demographic profiles (historical/current/projected)
- Vicksburg community demographic profile (historical/current/projected)
- Retail Trade Area psychographic profile, including dominant lifestyle segmentations

- · Consumer survey findings
- Community daytime population summary
- Retail Gap Analysis, including a summary table showing surpluses and/or leakages
- Retail site profiles
- Land use analysis sites along with recommended uses
- GISt interactive site mapping platform
- Retailer retention survey findings
- Community and economic development observations & recommendations

Retail Recruitment Plan

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

Downtown Retail Revitalization

- Downtown stakeholder discussion summary
- Downtown Retail Trade Area map with demographic profile (historical/current/projected)
- Downtown Retail Trade Area psychographic profile, including dominant lifestyle segmentations
- Downtown daytime population summary
- Downtown retail opportunity analysis

C. CONTRACT EXTENSIONS

1 | Option: Year Two

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

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

Project Fees:

The total fee for completion of this work is \$20,000 payable upon completion of each of the three phases:

- a. \$7,000 upon completion of Phase 1;
- b. \$7,000 upon completion of Phases 2; and
- c. \$6,000 upon presentation of Phase 3.

Project fees are payable within forty-five (45) days after receipt of the invoice.

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

Reimbursable Project Expenses:

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

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

Project expenses are payable within forty-five (45) days after receipt of the expense invoice.

2 | Option: Year Three

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

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

Project Fees:

The total fee for completion of this work is \$20,000 payable upon completion of each of the three phases:

- \$7,000 upon completion of Phase 1;
- b. \$7,000 upon completion of Phases 2; and
- c. \$6,000 upon presentation of Phase 3.

Project fees are payable within forty-five (45) days after receipt of the invoice.

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

Reimbursable Project Expenses:

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

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

Project expenses are payable within forty-five (45) days after receipt of the expense invoice.