

RESOLUTION NO. R-18-49**A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE RETAIL COACH, LLC FOR THE CREATION OF A COMPREHENSIVE RETAIL RECRUITMENT AND DEVELOPMENT PLAN**

WHEREAS, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt resolutions pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the "City Council") is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City desires to engage the services of a professional, who will serve as an independent contractor for the City to assist the City in the creation of a Comprehensive Retail Recruitment and Development Plan; and

WHEREAS, accordingly, the City Council hereby finds and determines that it is necessary and appropriate and in the best interests of the City and its residents that the City enter into an Agreement for the professional assistance in creating said Plan; and

WHEREAS, the Parties have determined that it is their respective best interests to memorialize the terms and conditions of the professional services, and have so

memorialized said terms a Professional Services Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "1".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Professional Services Agreement, in substantially the same form as attached to this Resolution as Exhibit "1" and incorporated herein by reference, and as may be finalized by the City Attorney, is approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 4: The Mayor, City Manager, Staff, and the City Attorney shall take all the steps necessary to carry out the Agreement.

SECTION 5: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 2nd day of August 2018

AYES: Aldermen JACOB, Messina, Sorrentino, Susmarski, E. Wesley
And Woods

NAYS: Alderman R. Wesley

ABSENT: Alderman Catalano

APPROVED this 2nd day of August 2018

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert
Shirley J. Siebert, City Clerk

Published in pamphlet form August 2, 2018

EXHIBIT 1
Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is made by and between the City of Wood Dale, Illinois ("City") 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, the City 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 the City in creating a Comprehensive Retail Recruitment & Development Plan (the "Project"); and

WHEREAS, the Professional desires to render professional services for the City 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 the City 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 City 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.

Attachment: Exhibit 1 - The Retail Coach_PSA (R-18-49 : Retail Recruitment Agreement)

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of forty-five thousand dollars (\$45,000).

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

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

Article VI Miscellaneous

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

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

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

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

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City 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 the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City of Wood Dale:

Attn: Jeff Mermuys
404 North Wood Dale Road
Wood Dale, IL 60191
630.766.4900

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 City, 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 City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City 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 City 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 City.

6.10 Indemnification. The City of Wood Dale 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 the City, its officers, agents and employees (collectively referred to in this section as "City") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of City or breach of City's obligations hereunder. Professional agrees to indemnify and save harmless City 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 City, in whole or in part, in which case professional shall indemnify City only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). The professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by professional under this agreement. This provision shall survive the termination of this agreement.

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

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

EXECUTED this 17th day of August, 2018.

City of Wood Dale, IL

By: *Annunziato Pulice*
Name: ANNUNZIATO PULICE
Title: MAYOR

EXECUTED this 17th day of August, 2018.

The Retail Coach, LLC

By: *ckellycofer*
Name: ckellycofer
Title: President / CEO

Attachment: Exhibit 1 - The Retail Coach_PSA (R-18-49 : Retail Recruitment Agreement)

EXHIBIT A
Comprehensive Retail Recruitment & Development Plan Proposal

Attachment: Exhibit 1 - The Retail Coach_PSA (R-18-49 : Retail Recruitment Agreement)



June 15, 2018



Attachment: Exhibit 1 - The Retail Coach_PSA (R-18-49 : Retail Recruitment Agreement)



Comprehensive Retail Recruitment & Development Plan

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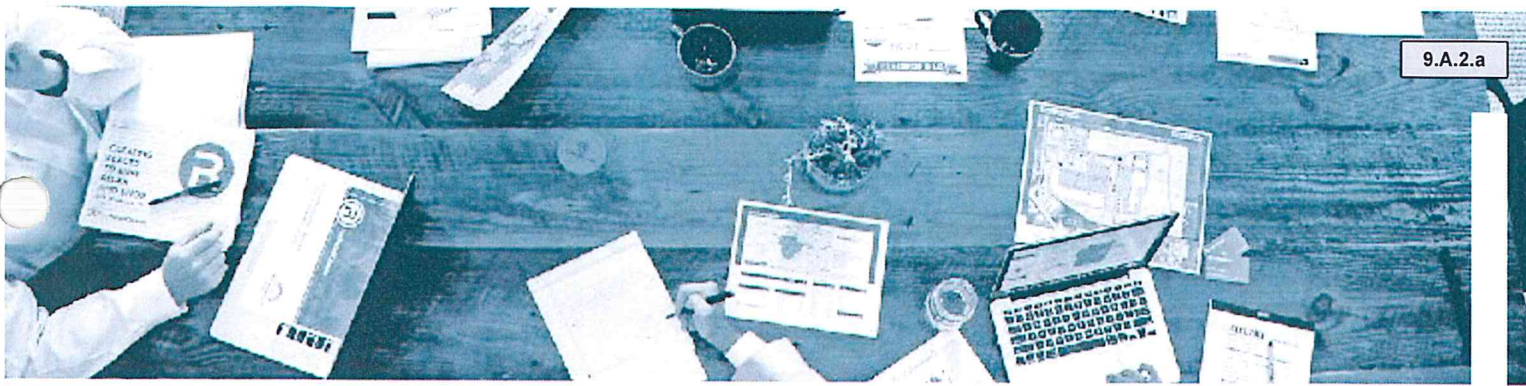
PROPOSAL FOR:

City of Wood Dale, IL

PREPARED BY:

**C. Kelly Cofer, CCIM
President & CEO**

The Retail Coach, LLC
Ph. 662.844.2155
Fx. 662.844.2738



WHO WE ARE

Your Retail Partner

We are a national retail consulting, market research, and development firm. Our experience combines strategy, technology, and creative marketing to execute high-impact retail recruitment and development strategies for local governments, chambers of commerce, and economic development organizations.

Since 2000, we have provided the research, relationships, and strategies needed to drive new retail developments in communities across the United States.

PROVEN RESULTS

3.5+ million

Square feet of new retail space recruited to client communities in the past five years

\$600 million

Additional sales tax dollars generated in client communities in the past five years

450+

Communities throughout the United States have trusted The Retail Coach with their retail recruitment efforts





Retail Recruitment Experts You Can Trust



- 50+ years of retail recruitment and development experience.
- We are consultants, not brokers. We have no conflicts of interest and will do what is best for the long-term growth of your community.
- Member of the most exclusive retail professional network - CCIM.

RETAILERS WE'VE RECRUITED



And Hundreds More...

OUR TEAM OF RETAIL RECRUITMENT EXPERTS DEDICATED TO Wood Dale'S PROJECT

Project Lead



Kelly Cofer, CCIM
President & CEO



Aaron Farmer
Senior Vice President



Charles Parker
Director - Retail Strategy



Will Kline
Director - Retail Strategy



Nancy Dees
Director of Finance



Matthew Lautensack
Director of Research & Development



Caroline Hearnberger
Retail Recruitment Specialist



Kyle Cofer
Project Manager - Retail Strategy



Shelby Nickol
Project Coordinator



Austin Farmer
Director of Marketing



A PROVEN PROCESS FOR RESULTS

Retail360® Process: Moving Beyond Data to Bring Retailers to Wood Dale

Retail recruitment is a process, not an event. Through our proprietary Retail360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.

OUR COMPREHENSIVE APPROACH



Attachment: Exhibit 1 - The Retail Coach_PSA (R-18-49 : Retail Recruitment Agreement)

Market-Based Solutions

We understand that no two communities are the same, and that each one has its own unique set of development and/ or redevelopment needs. Therefore, we work with our clients to determine those needs and to offer custom, tailored solutions. Our strategies are data-driven and verified through our comprehensive Retail360® process.

On-The-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

Retail Action Plan

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process. This partnership typically produces the best results when, together, we derive short-term and long-term strategies based on market data and opportunities.

Scope of Services

PHASE 1

Analyzing The Market

The Retail Coach will perform extensive market research and analysis to evaluate the area and the Wood Dale community. This “macro” to “micro” approach enables The Retail Coach to analyze competitive and economic forces that may impact the community’s retail recruitment and development plan. The Retail Coach will gather market-specific data to assist in identifying Retail Trade Area boundaries, potential consumer bases, community issues and opportunities.

Competing Community Analysis

It is important to monitor what is occurring in area communities from a retail economic development prospective. What are their advantages and/or challenges? Are they experiencing positive or negative growth? What are their current retail offerings?

A community must have a clear understanding of the competitive nature of retail recruitment. Before analyzing the Wood Dale community, The Retail Coach will look at competing communities to identify a competitive advantage, via economic and market forces, that have a direct impact on retail recruitment and development in Wood Dale.

Custom Retail Trade Areas

The Retail Trade Area is the geographical area from which the community’s retailers derive a majority of their business. It is the foundation-piece of the retail plan and its accuracy is critical.

To best confirm a community’s Retail Trade Area, we will execute the following strategic steps:

Mobile Data for Location Decisions

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Wood Dale. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions.

Retail Trade Area Mapping

The Retail Coach will delineate a boundary map of the Retail Trade Area utilizing the mobile data collected.

Demographic Profiling

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

The Retail Coach will create comprehensive 2010 Census, 2018, and 2023 demographic profiles for the Retail Trade Area and Wood Dale community. The profile includes population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers’ preferred location criteria. Understanding a consumer’s propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for an independent business.

Based on the market segmentation system developed by ESRI, The Retail Coach will develop a Tapestry Segmentation profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

PHASE 1

Analyzing The Market

Daytime Population

The daytime population, or workplace population, of a community's labor market is important to quick-serve and casual dining restaurants that rely heavily on lunch business. The labor market may be confined to community boundaries, 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.

Stakeholder Discussions

Buy-in by key community leaders and stakeholders is crucial to the retail plan. Our belief is that, "if they are not in on it and up on it - they may be down on it." One of our first meetings will be with independent businesses who may see our work as threatening.

The Retail Coach will obtain plan buy-in from public and private stakeholders through a series of individual and group meetings. Stakeholders may include city staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.

PHASE 2

Determining Retail Opportunities

Retail Gap Analysis

A community is able to quantify its retail demand through a Retail Gap Analysis, which provides a summary of the primary spending gaps - or opportunities - for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community.

A Retail Gap Analysis will determine the level of retail demand for the designated Retail Trade Area. The analysis computes the retail potential of the Retail Trade Area and then compares it to estimated actual sales in the community. The difference is either a leakage, where Wood Dale consumers are traveling outside the community to purchase certain retail goods and services; or a surplus, where consumers are traveling from outside to Wood Dale to purchase certain retail goods and services.

The Retail Coach will perform a Retail Gap Analysis to calculate the approximate flow of retail dollars in and out of Wood Dale.

The Retail Gap Analysis will:

- Identify retail sales surpluses and leakages for more than 68 retail sectors.
- Distinguish retail sectors with the highest prospect for success, and quantify their retail potential.

PHASE 3

Identifying Development & Redevelopment Opportunities

Identifying & Marketing Vacancies & Development/Redevelopment Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information. Successful retail recruitment begins to happen with the introduction of available sites.

Focus Areas

- 23.6 acre business park in the southwest quadrant of Wood Dale Road & Mittel Drive - pursue retail opportunities to create a retail/mixed-use destination; pursue developers to execute the development
- Georgetown Square Shopping Center - work with center ownership and seek to consider redevelopment and an upgrade of the tenant roster; possibly pursue new ownership groups who see the value of the real estate location and would consider redevelopment
- Identify redevelopment opportunities along Irving Park Road

The Retail Coach will identify priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

- Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- Site-line visibility from primary & secondary traffic arteries
- Ingress/regress
- Adequate parking
- Site characteristics
- Topography
- Proximity to retail clusters

Retail Site Profiles

A critical step in attracting retail is providing accurate and current information on each identified vacancy and site.

The Retail Coach will create a retail site profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information

PHASE 4

Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 18 years. Our process is driven by providing accurate and current data sets, as well as site-specific information to retailers that “fit” the community.

Identification of Retail Prospects

The Retail Coach will target national and regional retail brands that are a good “fit” for the community. This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

The Retail Coach will review a master list with Wood Dale staff and work together to prepare a final target list of retailers for recruitment.

Identification of Developer Prospects

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 18 years. Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success. If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

The Retail Coach will use its network to identify retail real estate developers active in Wood Dale and [REGION] for recruitment.

PHASE 5

Marketing & Branding

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

Retail Market Profile

The Retail Coach will develop a retail market profile tailored to the specific needs of targeted retailers' essential site selection and 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

Retailer Feasibility Packages

The Retail Coach will create a retailer-specific feasibility package to address essential location criteria. The feasibility package includes:

- Community Overview
- Retail Site Profiles
- 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
- Appropriate logo and contact information

PHASE 5

Marketing & Branding

Real Estate Developer Opportunity Package

The Retail Coach will create a *Developer Opportunity Package* to highlight development/redevelopment opportunities in Wood Dale.

This will include:

- Community Overview
- Location Map
- Retail Trade Area
- Demographic Trends
- Aerial Imagery
- Traffic Counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Appropriate Zoning
- Area Retail
- Residential clustering and support
- Proximity to “anchor” retailers
- Top Employers
- Workplace Population
- Potential retail tenants

Online Retail Dashboard

The Retail Coach will create a Retail360® Retail Dashboard for Wood Dale, which will be available at [CITY WEBSITE], for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community’s retail potential like never before.

Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

The Retail Coach will develop a concise, easy-to-access, interactive site mapping platform for Wood Dale, along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing. Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user - whether they be a retailer, developer, or even a local entrepreneur. Additionally, this platform can be hosted as a stand-alone application on your iPad, or embedded within your community’s website, for “touch of a button” access to important economic indicators, such as: median household income, population density, population growth, psychographic lifestyle segmentation, ethnicity, median home value, and median age.

PHASE 6

Recruiting Retailers & Developers

Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Eighteen years and 500 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proved that a community must move beyond just gathering data sets, and proactively recruit retail.

The retailer recruitment process includes the following steps:

1. Introductory emails and retail market profiles are sent to each targeted retailer.
2. Personal telephone calls are placed to measure interest level.
3. Personal emails and retailer feasibility packages are sent to each targeted retailer.
4. Personal emails and retail site profiles for prime vacancies and sites are sent to the appropriate targeted retailer.
5. Personal emails are sent to inform targeted retailers of significant market changes.
6. Personal emails are sent to decision makers, once per quarter, to continue seeking responses regarding their interest level.

A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.

Recruitment of Developers

Much of our recruitment success comes from having established a network of national retail developers over the past 18 years. Oftentimes, a retailer may have interest in a community, only to find that suitable "for lease" properties do not exist.

Our developer recruitment process includes the following steps:

- Introductory emails and 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 market changes.

A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

Retail Conferences

The Retail Coach will assist in marketing Wood Dale, and its vacancies and sites, to retailers, developers, and brokers with whom we meet at retail industry conferences.

PHASE 7

Retail Coaching

Coaching

The Retail Coach will partner with Wood Dale on a long-term basis, and will be available when you have questions, new ideas, or need access to GIS mapping and current data and statistics. We are also available if Wood Dale needs to brainstorm opportunities as the community grows and develops.

Deliverables & Responsibilities

PHASE 1

Analyzing the Market

Competing Communities Analysis
Custom Retail Trade Area Map (Mobile Location Technology)
Retail Trade Area Demographic Profile (Historical, Current, Projected)
Retail Trade Area Psychographic Profile
Wood Dale Demographic Profile (Historical, Current, Projected)
Daytime Population Summary
Stakeholder Discussions

PHASE 2

Determining Retail Opportunities

Retail Gap Analysis

PHASE 3

Identifying Development & Redevelopment Opportunities

Analysis of 20 Vacancies & Development/Redevelopment Sites
20 Retail Site Profiles

PHASE 4

Identifying Retailers & Developers for Recruitment

Target list of 25 retailers along with contact information
Target list of 25 developers along with contact information

PHASE 5

Marketing & Branding

Retail Market Profile
Retail Market Flyer
25 Retailer Feasibility Packages
Developer Opportunity Package
Online Retail Dashboard
Interactive Site Mapping (20 PRELOADED SITES)

PHASE 6

Recruiting Retailers & Developers

Proactive Retail Recruitment & Recruitment Updates
Proactive Developer Recruitment & Recruitment Updates

PHASE 7

Coaching

Ongoing Coaching & Support

PROJECT EXPECTATIONS

Timeline & Pricing



REPORTING

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



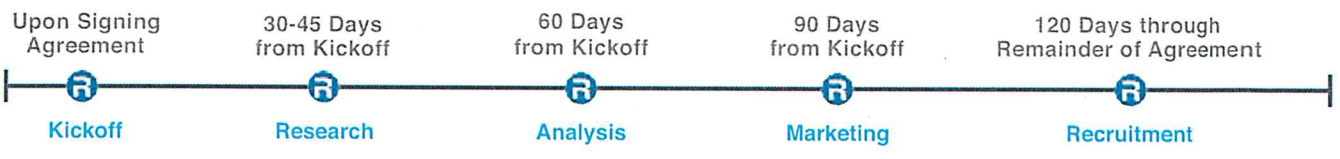
COMMUNITY TRIPS

The Retail Coach team will make three (3) site visits to Wood Dale during the project.



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.



Project Pricing

Work Fees

The total fee for completion of this work is \$45,000, payable in three installments:

- a) \$15,000 upon execution of the agreement;
- b) \$15,000 at 90 days following execution of contract; and
- c) \$15,000 at 180 days following execution of contract.

If Wood Dale elects to extend the agreement, the additional fee shall be \$30,000 for each additional 12 month period of data updates, recruitment and coaching (see page 17).

Work fees are payable within 30 days of receiving invoice.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$2,500. Reimbursable expenses include:

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

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

Attachment: Exhibit 1 - The Retail Coach_PSA (R-18-49 : Retail Recruitment Agreement)

ONGOING SUPPORT

Optional Contract Extensions

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend the project agreement for up to two additional years. Your agreement can be extended at any time to ensure you have the tools, resources, and support you need to successfully recruit retailers.

Year 2 Contract Extension

\$30,000

Extends your agreement by an additional 12 months. During that 12 month period, you will continue to receive the following:

- Data Updates
- Site Evaluations
- Online Dashboard Update
- Access to GIS Site Mapping
- Recruitment of Retailers and Developers
- Coaching and Support from the The Retail Coach Team

Year 3 Contract Extension

\$30,000

Extends your agreement by an additional 12 months. During that 12 month period, you will continue to receive the following:

- Data Updates
- Site Evaluations
- Online Dashboard Update
- Access to GIS Site Mapping
- Recruitment of Retailers and Developers
- Coaching and Support from the The Retail Coach Team

SUCCESSFUL PARTNERSHIPS

Past Clients & References



Ray Dunlap
Community Development Manager
 Fairview Economic Development Corporation
 Fairview, Texas
 Phone: 972.886.4222
 rdunlap@fairviewtexas.org
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Attachment: Exhibit 1 - The Retail Coach_PSA (R-18-49 : Retail Recruitment Agreement)

WHAT OTHERS SAY ABOUT THE RETAIL COACH

Client Testimonials

"As a customer of The Retail Coach I have witnessed first-hand success with Aaron Farmer and his skilled team. The staff at The Retail Coach deliver the knowledge, skill, and rapport necessary to recruit retail into regions seeking progression, all while taking the difficulty away from the municipalities. They are a strong catalyst in retail expansion for any community that is looking for increased economic growth."

Sean Overeynder
Economic Development Director
Floydada, Texas

"In my opinion, The Retail Coach's strategy and assistance has netted us over 325,000 square feet of occupied retail development during one of the most significant retail downturns in the last 20 years. Money well spent."

Samuel D. R. Satterwhite
Executive Director
Wylie Economic Development Corporation

"United Supermarkets showed interest in Brownwood directly through the efforts of the consulting firm The Retail Coach which was hired by the City, Chamber and Brownwood Economic Development Corporation in 2010. Aaron Farmer of The Retail Coach initiated the idea of a location in Brownwood with United."

Mayor Stephen Haynes
City of Brownwood, Texas

"The location of Sprouts Farmers Market was a direct result of meetings coordinated by The Retail Coach between our community and site selectors at ICSC/Recon in 2012."

Warren Unsicker, CEcD
Vice President, Economic Development
Broken Arrow Economic Development Corporation

"For years I researched firms to help me with retail development and The Retail Coach continued to surface as the best choice provider. Over and over again I heard about their 'service after the sale.' This was important. You see a lot of firms can run data and put together fancy reports. What allows The Retail Coach to stand out is their coaching. A tool is useless unless someone 'coaches' you on the best way to utilize it. When you hire The Retail Coach you are not just buying data, you are hiring a coach to help you with your retail development needs. I highly recommend them to any community seeking to effectively recruit retail development."

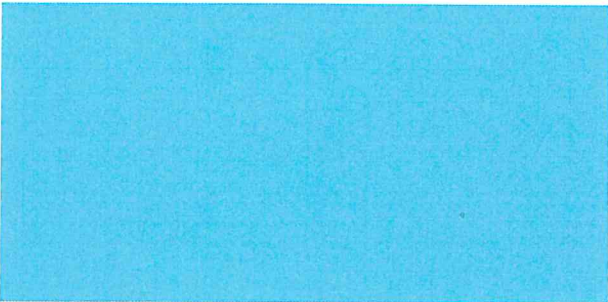
Dave Quinn, CEcD, Executive Director
Previously Bastrop, Texas Economic Development Corporation
Currently Frisco, Texas



PLEASE CONTACT:

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Building Partnerships.
Developing Communities.



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