R-22- 53

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES, LLC FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the voters of the State of Arkansas have approved Amendment 97 to the Arkansas Constitution, expressly authorizing local governments to use public funds for economic development purposes; and

WHEREAS, the Arkansas General Assembly has adopted Act 685 of 2017, effective August 1, 2017, codified at Ark. Code Ann. § 14-176-101, et. seq., establishing the process that cities must follow in order to fund economic development; and

WHEREAS, by Ordinance No. 8956, the City Council has defined economic development services to be professional services under Arkansas law; and

WHEREAS, the City issued RFP #21-3741 to solicit bids for economic development services related to planning and research for economic development with an emphasis on retail services; and

WHEREAS, the City has determined that Retail Strategies, LLC is the most qualified applicant and should be engaged as a Consultant to provide economic development services to the City; and

WHEREAS, the City Council has found and determined that it is necessary for the success of the economic development project and in the best interests of the citizens of the City to engage Retail Strategies, LLC as a Consultant for three years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Retail Strategies, LLC for economic development consulting services, said agreement being substantially similar in form and content to the agreement attached hereto as Exhibit A. Total costs for the economic development services are estimated to be $35,000.00 per year and compensation and fees for all services provided under this Resolution shall not exceed that amount without authorization of the Council.

SECTION 2: That the cost of the services described herein, not to exceed $105,000.00, has previously been included in the Economic Development Budget for 2022.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Mayor Terry C. Hartwick

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:45 A.M. _____ P.M.

By M Miller, City Atty

DATE 3/8/22

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY B Tomb

EXHIBIT
tabbies
A

PROFESSIONAL SERVICES AGREEMENT FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT is made by and between the City of North Little Rock, Arkansas (the "City") and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") , and is effective on the date signed by Client (the "Effective Date").

RECITALS:

WHEREAS, the voters of the State of Arkansas have approved Amendment 97 to the Arkansas Constitution, expressly authorizing local governments to use public funds for economic development purposes; and

WHEREAS, the Arkansas General Assembly has adopted Act 685 of 2017, effective August 1, 2017, codified at Ark. Code Ann. § 14-176-101, et. seq., establishing the process that cities must follow in order to fund economic development; and

WHEREAS, by Ordinance No. 8956, the Council has defined economic development services to be professional services under Arkansas law; and

WHEREAS, the City issued RFP #21-3741 dated November 21, 2021, attached hereto as Exhibit "A," and incorporated herein, to solicit bids for economic development services related to planning and research for economic development with an emphasis on retail attraction; and

WHEREAS, the City has determined that Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in economic development targeting retail recruitment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the City and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** Generally, the Consultant agrees to provide the following professional consulting services to the City, which are more specifically set out in Consultant's Response to the Request for Qualifications attached hereto and incorporated herein as Exhibit "B" (the "Services"), which includes, but is not limited to, the "Scope of Services" and "Project Schedule":

,

A. **Research.** The Consultant will identify the Client's retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.

B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.

C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 45 retailers, restaurants, brokers or developers. The Consultant will regularly update the City Representative on retail recruitment efforts via email, telephone and the Consultant's client web portal known as "Basecamp." One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the City shall be approved and paid for by the City. The Consultant will represent the City at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.

D. **Quarterly Reports.** The parties acknowledge and agree that fulfillment of the services as set forth in this Agreement articulate the specific criteria that the City has determined are necessary to measure the achievement of the purpose of this Agreement. Measurement of Consultant's progress toward or achievement of the public purpose of this Agreement, shall be based on the results from the activities set forth in Consultant's Project Schedule in Exhibit B. Consultant shall submit quarterly economic development activity reports to the City Council that include a statement of the specific services contained in the Project Schedule and an articulation of compliance as to each of those items. The Quarterly Reports shall also provide a financial accounting of the use of the moneys with documentation. These reports will be submitted at one of the regularly scheduled meetings in March, June, September, and December. Consultant will not include information that is exempt from the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101, *et seq.,* as related to economic development projects.

2. TERM. The Term of this Agreement shall be for three (3) years commencing on the Effective Date, upon a public finding by the North Little Rock City Council that multiple years are necessary for the success of the economic development project and that multiple years are both lawful and a matter of public benefit, in accordance with Ark. Code Ann. § 14-176-104(b)(3), and will terminate three (3) years therefrom, unless terminated earlier by either party, as provided herein.

3. COMMPENSATION.

A. Consulting Fee. In consideration for providing the Services to the satisfaction of Client, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount of **THIRTY-FIVE THOUSAND AND 00/100 DOLLARS ($35,000.00)** a year in quarterly

installments of $8,750.00. The total compensation for this Service shall not exceed $105,000. The Consulting Fee will be paid in installments of immediately available funds within thirty (30) days of receipt of an approved invoice.

B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. RECAPTURE PROVISION. The City Council may formally demand by resolution the refunding of the moneys by the Consultant upon the City Council's decision that the required quarterly reports are insufficient and without merit or that the agreed-upon progress or criteria has not been made or achieved in a timely manner as provided in the Agreement. If the monies are not returned when demand is made by the municipality, the City Council may authorize a cause of action to recapture the moneys in the circuit court of Pulaski County.

5. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the City will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the City) accessible by the City that the Consultant may reasonably request from time-to-time during the Term. The City acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the City designates the Director of Development of the City of North Little Rock (the "City Representative"), currently Robert Birch. The City Representative will serve as the primary liaison between the Consultant and the City. The City Representative will have responsibility for regular communications between the City and the Consultant, including providing updates in a timely manner through Basecamp. The City Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The City Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the City (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The City hereby authorizes the City Representative to act on behalf of the City in the day-to-day administration and operation of this Agreement and the arrangements it contemplates, to the extent that any such action does not require the approval of the City Council. City Representative is not authorized to execute any document by which the City becomes contractually obligated, without consulting with the Mayor and City Attorney.

6. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the City upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality. Files and materials that if disclosed would give advantage to the competitors or bidders, and records maintained by an economic development service provider for a municipality related to any economic development project are exempt from the Freedom of Information Act, as related to economic development services.

7. **RECORDKEEPING.** Consultant shall maintain records that reflect the economic development services performed for City which, upon termination of this Agreement for any reason, shall be promptly delivered to the City's Commerce Department.

8. **INTERMINGLING OF FUNDS.** Consultant shall not intermingle fees paid as compensation for services under this Agreement with any funds provided by the City for an economic development project.

9. **TERMINATION.**

A. **By the City Without Cause.** The City may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable. No further compensation to Consultant shall be due.

B. **By the City With Cause.** The City may notify the Consultant within 90 days of the day that the City knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach to the satisfaction of the City, within that 30-day period, then the City may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period. If Contractor is terminated with cause, the Contractor shall not be entitled to any further compensation by the City.

C. **By the Consultant Without Cause.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the City. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. **By the Consultant With Cause.** The Consultant may notify the City within 90 days of the day that the Consultant knows or should have known that the City breached this Agreement. The City will have 30 days following receipt of such notice to cure any alleged breach. If the City fails to cure any alleged breach within that 30-day period, then the

Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

E. **Termination Due to Non-Appropriation of Funds.** Notwithstanding any other provisions of this Agreement, with respect to any financial obligation of the Owner which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement attachment, schedule, or exhibit thereto, by the Owner. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

Consultant shall be paid for all documented Services completed to the satisfaction of City up to the date of termination.

10. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

City: City of North Little Rock
100 Main Street
North Little Rock, AR 72119
Email: rbirch@nlr.ar.gov
Attention: Robert Birch, Director of Development

With a Copy to:
Amy Beckman Fields
North Little Rock City Attorney
116 Main Street
North Little Rock, AR 72114

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with

confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

11. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the City, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the City's agent or legal representative or (B) to legally bind the City, its officers, agents or employees.

12. **DISPUTE RESOLUTION**. In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Agreement or the acts or missions of the parties with respect to this Agreement ("Dispute"), after one party gives written notice of a Dispute, the parties shall meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon. The parties may also agree to mediation by a mutually agreed upon alternative dispute resolution firm located in Pulaski County, Arkansas, with each party sharing the costs of the mediation. If any Dispute is not resolved to the mutual satisfaction of the parties within thirty (30) days of the written notice, or such other period of time as may be mutually agreed upon in writing, either party may initiate litigation.

13. STANDARD TERMS.

A. **Affiliated Services:** The City acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the City, such affiliates may be engaged to provide such services in consideration for the payment of such fees. Consultant agrees that the City is under no obligation to engage the services of any of Consultant's affiliates.

B. **Applicable Laws** Consultant agrees to abide by all federal, state and local laws, rules and regulations applicable to the provision of the Services.

Insurance: The Consultant is solely responsible for providing any insurance including liability, workers' compensation and automobile for the Consultant's use. Consultant shall provide during the term of this Agreement a general liability policy with limits no less than $1,000,000 per occurrence and $2,000,000 per occurrence in the aggregate, a workers' compensation insurance policy covering all employees and complying with Arkansas law, automobile liability insurance, and professional liability insurance with limits no less than $1,000,000 per occurrence and $2,000,000 per occurrence in the aggregate. In the event Consultant organizes, promotes or sponsors an event involving the sale or consumption of food or alcoholic beverages, Consultant shall also provide evidence that it has obtained products liability and liquor liability insurance of at least $1,000,000.00 per occurrence, for each event. The City shall be named as an additional insured and before the Effective Date of this Agreement, a copy of a current Certificate of Insurance and the appropriate additional insured endorsement shall be provided to the City's Representative, which will be delivered to the Director of Finance. The Director of Finance shall be provided thirty (30) days written notice of any cancellation of said insurance. The obligation to maintain insurance shall survive any termination of this Agreement.

C. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this

Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

D. **Publicity:** The City agrees that the Consultant may, from time-to-time, use the City's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.

E. **Governing Law and Venue**. The parties agree that this Agreement shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in either the Circuit Court of Pulaski County, Arkansas or the U. S. District Court for the Eastern District of Arkansas. Consultant irrevocably consents to the exclusive jurisdiction of these courts.

F. **Entire Agreement:** 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. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

G. **Further Assurances**: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

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

I. **Limitation on Liability:** With the exception of City's right to file a claim against Consultant's General Liability and Professional Liability insurance policies, each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee.

J. **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 a duly authorized officer of the Consultant and the City.

K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

L. **No Presumption Against Drafter**: Each of the parties hereto has jointly participated in the negotiations and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

M. **Authority**: The persons executing this document each represent that he or she is duly authorized by his or her respective entity to bind the same to the terms contained herein.

N. **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.

O. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

P. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

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

R. **Survival:** All representations, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, including Section 6 and Section 13(H) will survive final payment, completion, and acceptance of Services or termination or completion of the Agreement or termination of the services of Consultant.

S. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. **A party, with the intent to be bound by or authenticate this Contract, may use an electronic or digital signature method, which is: (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; and (d) linked to data in such a manner that if the data are changed the electronic signature is invalidated.**

T. **Filing**: The City Clerk shall file this document in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CITY OF NORTH LITTLE ROCK

BY: _____
Terry C. Hartwick, Mayor

_____
DATE

RETAIL STRATEGIES, LLC

BY: _____
Clay Craft, Vice-President
Client Services

_____
DATE

ATTEST:

_____
DIANE WHITBEY, CITY CLERK

_____
DATE

APPROVED AS TO FORM:

CITY OF NORTH LITTLE ROCK

Amy Beckman Fields
City Attorney

BY: _____
Deputy City Attorney

_____
Date

EXHIBIT

A

REQUEST FOR QUALIFICATIONS
CITY OF NORTH LITTLE ROCK, ARKANSAS

MARY BETH BOWMAN
DEPARTMENT OF COMMERCE
120 MAIN STREET - P.O. BOX 5757 (72119)
NORTH LITTLE ROCK, ARKANSAS 72114
501-975-8881

RFQ NO. 21- 3741 DATE ISSUED: Sunday, November 21, 2022

DATE & TIME OF RFQ OPENING: Friday, December 17, 2021 at 2:00 P.M. CT

RFQ NOTICE

THE CITY OF NORTH LITTLE ROCK IS REQUESTING STATEMENTS OF QUALIFICATIONS FROM QUALIFIED INDIVIDUALS/FIRMS FOR RETAIL ATTRACTION SERVICES AND WELL AS PROVIDING ECONOMIC DEVELOPMENT DATA.

Any questions regarding this RFQ should be directed in writing to:
Mary Beth Bowman Director
Department of Commerce
120 Main Street - North Little Rock, AR 72114
or
Email Mary Beth Bowman at: mbowman@nlr.ar.gov

Upon signing this request, the company/firm certifies that they have read and agree to the requirements set forth in this Request for Qualifications, including conditions set forth, pertinent information requests, Scope of Work and Addendums.

NAME OF FIRM:_____ PHONE NO.:_____

ARKANSAS TAX PERMIT NO.: _____

BUSINESS ADDRESS:_____

SIGNATURE OF AUTHORIZED PERSON: _____

TITLE:_____ DATE:_____

UNSIGNED REQUEST FOR QUALIFICATIONS WILL BE REJECTED

NORTH LITTLE ROCK, ARKANSAS

REQUEST FOR QUALIFICATIONS

Economic Development Retail Attraction and Data Services

For

The Department of Development, Mayor's Office

1. REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTIONS AND GENERAL SCOPE OF SERVICES

1.1 Public Notice

The City of North Little Rock, Arkansas (the "City") is soliciting Requests for Qualifications (RFQ) from professional retail attraction and economic development data firms/teams (Firms) to provide services (Services) for a planning, research for economic development as well as assisting with retail attraction.

The City is seeking firms whose combination of experience and expertise will provide data driven decisions on the best locations for new retail stores, grocery stores and targeting city owned property to the best use possible. The City of North Little Rock anticipates awarding a single contract for the services required.

Information related to this solicitation, including any addenda, will be posted to the City's website at http://www.nlr.gov (Click on Business, Bids and Vendors and Current Bids). For questions related to the Scope of Services part of this solicitation, contact:

Robert Birch/Colleen Carr
North Little Rock Department of Development
100 Main Street
North Little Rock, AR 72114
Phone: 501-247-1852
E-mail: rbirch@nlr.ar.gov / ccarr@nlr.ar.gov

1.2 Project Overview

The City is looking to redefine our approach to business attraction as well as selling or acquiring property that will assist in creating pockets for retail, entertainment and industry.

In mid-2021, the City added personnel to its development team to boost retail attraction in the City. Along with adding personnel, the City is focusing on promoting the City of North Little Rock to a nationwide market.

Upon selection of the most qualified applicant, the City will provide a Draft Agreement, which, upon execution, will be included in the "Contract Documents".

2. RFQ SUBMISSION REQUIREMENTS AND DUE DATE

Required Information

- Type of Firm (e.g., sole proprietorship, partnership, corporation, LLC). If joint venture, give details, including relationship of the parties.

- Names of principals involved in the project.
- Résumés of key team members.
- Total number of staff.
- Description of the firm's primary areas of expertise.
- Portfolio of the firm's experience with relevant government success in development strategies.
- Describe team member's proposed role and relevant experience with projects of similar nature and size and any experience in and familiarity with development in North Little Rock.
- Description of your understanding and approach to the Project.
- Description of how the firm will manage the Project and résumés of the key individuals proposed to coordinate and lead this Project both during design and implementation, including previous assignment information and positions held.
- List of all claims, disputes, arbitrations or litigation with which the firm has been involved in the past ten (5) years, with the status or outcome of the same, and including all pending claims or potential claims of which the firm is aware.
- Description of your experience in retail attraction and downtown development.
- Ability to plan and execute work effectively, meet deadlines, and interface professionally with the City of North Little Rock officials.
- Provide information on the types and amounts of insurance carried by the respondent, including general liability, workers compensation, and professional liability coverage.
- Additional information or comments for the Owner's consideration.
- Proposals must be received by 2:00 p.m., local time, on Friday, December 17, 2021.

Submit/Deliver to the following address:
Mary Beth Bowman
Director of Commerce
120 Main Street
North Little Rock, AR 72114

Proposals received after that time and date will not be considered. Proposals will be opened publicly and will be reviewed by staff at a later date.

- Any cost incurred by respondents in preparing or submitting a proposal, participating in an onsite interview shall be the respondents' sole responsibility.

- All responses, inquiries or correspondence relating to this RFQ will become the property of the City.

- The City reserves the right to reject any or all proposals received or to request additional information as may be needed to determine qualifications. It is the intention of the City to negotiate a contract for services at fair and reasonable prices with what it determines to be the best qualified Firm.

- Proposals shall be enclosed in a sealed envelope or package and addressed to the City of North Little. The name and address of the firm, and the RFQ Title, shall be noted on the outside of the package. All items required for a responsive RFQ shall be included. It is the sole responsibility of the firm to ensure that the RFQ package is received no later than the established due date and time at the proper location. RFQs received after the due date and time will not be considered. RFQs submitted by facsimile or other electronic means will not be accepted. **Do not submit any price or fee information at this time. Firms providing such information as part of their response to this RFQ will be disqualified.**

3. SUBMISSION FORMAT AND REQUIREMENTS

Proposals should be formatted to 8.5" X 11" pages and contents bound in 3-ring loose-leaf binders. Minimum 10-point font. Submissions shall be sealed and clearly marked: **Economic Development Retail Attraction and Data Services**

Proposals should include but not be limited to the following information:

- **TAB 1 – COVER LETTER**
  Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and from the proposer that provides information regarding the firm's interest in and ability to perform the

requirements of this RFQ. A person who is authorized by the organization to enter into an agreement with the City of North Little Rock will sign the letter. Please include all contact information.

- **TAB 2 – COMPANY BACKGROUND**
  1. Years of business under present name.
  2. Name and address of each office location.
  3. Ownership Structure (Corporation/Partnership).
  4. Names and titles of officers in the company.
  5. Company trade organizations/associations/affiliations.

- **TAB 3 – TEAM QUALIFICATIONS**
  1. Describe the firm's qualifications and experience.
  2. Provide resumes for key firm personnel that will be assigned to this project.
  3. Provide a diagram of proposed organizational structure.

- **TAB 4 – PROJECT EXPERIENCE**
  Demonstrate the firm's qualifications and experience with relevant government economic development projects.

- **TAB 5 – PROJECT APPROACH**
  Discuss the proposed project approach to fulfill the scope of services listed within this RFQ.

- **TAB 6 – REFERENCES**
  Include a minimum of five (5) references of governmental entities of similar requirements and scope of work completed within the last ten years. Indicate contact information for the person knowledgeable of the services provided by your firm.

- **TAB 7 – SUPPLEMENTAL INFORMATION**
  Provide any other information you feel is appropriate to assist the review committee in selecting your firm for the services stated in this RFQ.

Provide the original and four (4) copies of your submission along with a cover letter.

Mail or deliver no later than 2:00 p.m. Central Time on Friday, December 17, 2021 to the address below. Late submissions will not be accepted.

Mary Beth Bowman
Director of Commerce
120 Main Street
North Little Rock, AR 72114

All questions regarding the Scope of Services outlined in this RFQ shall be submitted in writing and directed to:

Colleen Carr/Robert Birch
North Little Rock Development Department
E-mail: ccarr@nlr.ar.gov / rbirch@nlr.ar.gov

Questions must be received by Thursday, December 10, 2021 no later than 3:00 p.m. CST. Questions initiated after December 10, 2021 will not be considered. Any additional information and/or clarification regarding this RFQ will be issued in the form of an addendum to this RFQ no later than December 11, 2021, and be posted at the following website: nlr.ar.gov

Click on Business, Bids and Vendors and then Current Bids for addendums.

Respondents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFQ and all Respondents shall be bound by such, whether or not received by the Respondent.

In order that the selection process is as objective as possible, please do not contact North Little Rock staff or officials other than as noted above.

4. Evaluation Criteria and Process

- Qualifications of the Firm;
- Relevant Past Project Experience of the Firm;
- Relevant Past Project Experience of Key Team Members;
- Resumes of Key Individuals;
- Familiarity with Local Conditions, Codes and Practices;
- Approach to strategies that will boost engagement of retail firms; and,
- Proposal Completeness.

The City will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each SOQ and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each SOQ. Interviews are not anticipated, but may be held at the discretion of the evaluation committee. The City reserves the right to obtain clarification or additional information from any firm regarding its proposal. The City reserves the sole right to select the most qualified firm(s) on the basis of best overall proposal(s) that is most advantageous to the City. Firms that submit SOQs will be notified of the selection results. Final approval of any selected firm is subject to the approval of City Council and/or City officials. RFQ's should be prepared simply and economically, providing a clear and concise description of the Firm's capabilities to satisfy the requirements of the request.

5. Scope of Services

The City of North Little Rock, AR will be redeveloping its strategies in attracting businesses to the City. In this project, we need the best data, marketing and assistance from a team that is used to working with municipalities.

The City is looking to build separate strategies for Downtown Development, Urban Development and Suburban Development. Each market has its own unique feel and needs.

The City is looking to design a data driven approach in attracting the right fit for the City and is looking to bring new businesses to North Little Rock.

6. Interviews

After written proposals are received and initially evaluated, the Owner may require one or more of the Proposers to provide an oral presentation as a supplemental to their proposal. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFQ and/or submitting a written proposal in response to this RFQ. Any expenses incurred due to an interview will be the sole responsibility of the Proposer.

If the City does conduct interviews after narrowing the list of proposals, elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than three hours and will be conducted in the North Little Rock City Hall Conference Room located at 300 Main Street.

REQUEST FOR QUALIFICATIONS

Economic Development Retail Attraction and Data Services

Department of Development-Mayor's Office City of North Little Rock

North Little Rock, Arkansas

ACKNOWLEDGEMENT OF RECEIPT / INTENT TO SUBMIT

Please fill in the requested information below as acknowledgement that you have received the Request for Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned to:

Robert Birch
Director of Development
100 Main Street • North Little Rock, AR 72114
Telephone: 501-516-0839 • Fax: 501-975-8885
rbirch@nlr.ar.gov

Name of Firm: _____

Address: _____

_____

Phone Number: _____ Fax Number: _____

Email Address: _____

_____ YES Our company does have an interest in responding

_____ NO Our company does not have an interest in responding

Name (print): _____ Title: _____

Signature: _____ Date: _____

NOTICE TO RESPONDENTS
PLEASE RETURN THIS SECTION UPON RECEIPT IF YOU INTEND TO SUBMIT FOR THIS RFQ

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."

2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.

3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.

4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.

5. The City reserves the right to reject any and all bids.

6. The Purchasing office reserves the right to award items, all or none, or by line item(s).

7. Quality, time and probability of performance may be factors in making an award.

8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.

9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."

10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.

11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.

12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.

13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..

14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.

15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.

16. Bids will not be considered if they are:

    1. Submitted after the bid's opening time.

    2. Submitted electronically or faxed (unless authorized by Purchasing Agent).

17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. **CONSTRUCTION**

A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
C. A Performance Bond equaling the total amount of any bid exceeding $35,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).

19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.

20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.

22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.

23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

24. Additional information or bid forms may be obtained from:

COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881
www.nlr.ar.gov

BIDDERS ACKNOWLEDGE AND UNDERSTAND THAT UPON AWARD OF THE WINNING BID, THE SELECTED BIDDER WILL BE REQUIRED TO REVIEW AND SIGN A CONTRACT WITH THE CITY OF NORTH LITTLE ROCK PRIOR TO BEGINNING WORK.

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

Commerce Department
120 Main Street (P.O. Box 5757)
North Little Rock, AR 72119

The City of North Little Rock is committed to fair and equal opportunity in employment and service delivery regardless of race, color religion, gender, age, disability, sexual orientation, gender identity or expression, genetic information, marital status, national origin, or veteran status. This policy statement reinforces and communicates that commitment to employees.

retail strategies

PARTNERSHIP

Opportunity in North Little Rock

EXHIBIT

tabbies

B

Our team has extensively reviewed the **North Little Rock's** trade area and identified fast casual and dine in food establishments, a new grocery store, hospitality and entertainment as opportunities to pursue for this partnership. To be successful working the spectrum of opportunities in **North Little Rock**, we will deploy specific strategies that we have successfully integrated in similar communities. Retail Strategies will serve as an extension of your staff to partner on various initiatives resulting in new retail and restaurant growth.

Through our partnership, we will not only identify the key properties, but ensure that these properties visible to targeted businesses and tailored to their site selection criteria to give **North Little Rock** the greatest opportunity to capture new business.

In any economic endeavor, it is important to take a "rising tide" approach. We will assess the current retail footprint in **North Little Rock** in order to pair the City's assets with interested retailers and commercial developments.

STEP BY STEP

Scope of Services

DATA & ANALYTICS | REAL ESTATE ANALYSIS | IDENTIFY PROSPECTS | PROACTIVE OUTREACH

TASK 1: DATA & ANALYSTICS

- Define market area and review/update demographic profile
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Mobile tracking data will identify consumer shopping patters and home locations to define a customized retail trade area
- Analyze community's growth potential through the community analogue market peer analysis and retail gap analysis (i.e. leakage/surplus and market peer cities)

TASK 2: MARKET PROFILE

- Analyze community's retail void by and growth potential through the peer analysis that identifies retailers and restaurants existing in others markets of similar size and make up not yet in North Little Rock
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer spending pattern reports

TASK 3: TARGET BUSINESSES

- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants (minimum of 30)

TASK 4: SITE SELECTION CRITERIA

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
- Identify and evaluate competing shopping areas
- Create list of retailers and restaurants not in North Little Rock to target for recruitment along with site selection criteria

TASK 5: TARGET COMPANIES FOR PROACTIVE OUTREACH

- Pro-active retail recruitment for targeted zones
- Will customize outreach efforts individually for a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Active outreach to industry professionals
- ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule

TASK 6: MARKETING MATERIALS FOR PROSPECTING

- Customized Marketing Guide (four pages) including key demographic criteria, retailers plotted on aerial map, traffic counts, and contact information.
- Key property marketing flyers

TASK 7: ANALYTICAL TOOLS FOR CITY TO CONDUCT IN HOUSE ANALYSIS

- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- Trends and outlook resourced provided on a regular basis throughout partnership

retail strategies

TIMELINE

Project Schedule

DAY 1-30

Research and analysis

- Team introductions – you will have 2 full time project managers supported by 30+ additional staff members
- Online Project management platform, Basecamp, set up
- Thousands of demographic variables run and uploaded to Basecamp
- Community Survey to Local Leadership
- Mobile Tracking Data Report conducted and used to customize retail trade area
- Identify market retail trade area using drive times, radius rings and custom trade area
- Perform retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis (other communities of similar size and make up)
- Analysis of potential number of new retail stores by category in relation to the peer markets Pearland can support
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Identification of priority business categories for recruitment and/or local expansion

DAY 30-60

Real estate analysis

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Market visit to identify and evaluate priority commercial properties for development, re-development and higher and best use opportunities. Property inventory created.
- Aerial map with Pearland's existing retailers and TDOT traffic counts
- Identify and evaluate competing shopping areas and retail nodes

DAY 45 & BEYOND

Retail recruitment implementation // national representation

- Identification of at minimum 45 retail prospects to be targeted for recruitment in the first year of our partnership
- Project specific on-going updates on customized demographic research
- Pro-active retail recruitment for targeted zones
- Active outreach to developers, retailers, franchises, local brokers, landowners and other industry decision makers
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC and Retail Live conference representation- updates provided according to the annual conference schedule
- On Demand Reporting – by partnering with Retail Strategies we become your research arm providing data to our contracting entity as it is requested.
- Frequent Industry Trends and Market Outlook Reports

DAY 60-90

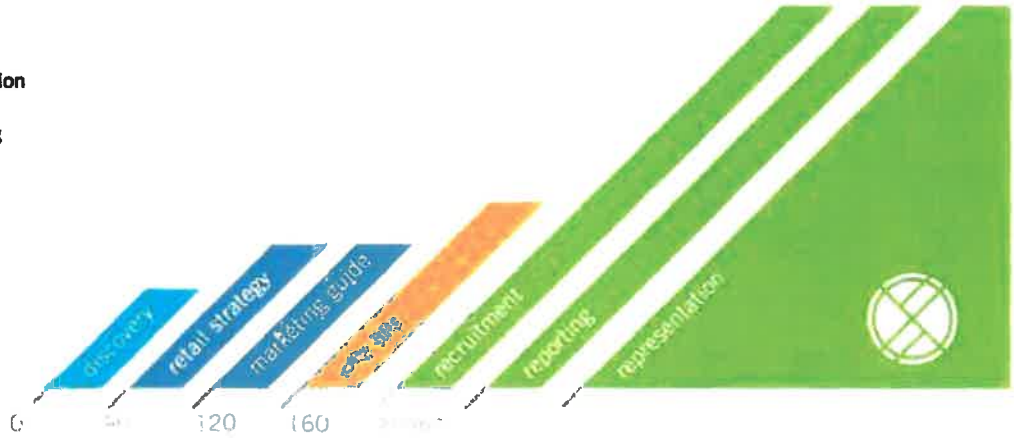
Recruitment plan completed and delivered to North Little Rock

- Customized Marketing Guide (four pages) with aerial map and key demographic highlights
- Customized 70+ page plan with research, real estate and top categories for recruitment deliver plan to City

ALWAYS

YOUR ADVOCATE

- Recruitment
- Conference representation
- Reporting
- Research and Marketing



RETAIL STRATEGIES

Approach & Methodology

Our process is divided into three parts: Discover. Connect. Advance. Each components of our process are fully explained over the course of this RFQ.

discover

We are an investment for your community.

We believe that every community is unique, so we take time to engage our Client's to understand your story of opportunity to leverage your attributes towards expanding businesses.

Our activities pay a return in sales tax, added jobs, and businesses that enhance and add to the unique qualities of your community.

connect

We make sure your community's story is heard.

As a conduit between communities and national retailers, we ensure that your stories of opportunity, culture, values and people are perfected to resonate with the right retail audiences.

Aggressively taking your communities story and information to expanding businesses, property owners, brokers, developers, and other industry players to create economic growth in your community.

advance

We multiply and enhance your staff.

We work as an extension of your staff, adding specific expertise, and amplifying your efforts and visibility many times over.

Being your partner and consistently providing feedback, answering questions, and solving complex problems to position your market for growth.

Data, Analytics & Market Profile

Discover: Research

The cycle begins with market analysis. We take the deep dive into data, advanced analytics, and proprietary tools developed in-house to uncover and define the potential in your community.

After interviewing dozens of firms, Retail Strategies has assembled a series of data providers that are industry-trusted leaders in analytics. These are the same providers used by the majority of national pharmacy, grocery, and restaurant brands conducting research on your community.

This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

Trade Area Identification
By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Real Estate Assets
An in-market study which identifies within the community various opportunities: strategic focus properties, underutilized assets, development zones, and redevelopment zones.

Mobile Data Collection
An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Retailer Void Analysis
Identifying businesses that have entered similar communities but have not yet entered your market. This provides an initial list of realistic retail prospects that should be considering your market for expansion.

GAP Analysis
Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures
Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

Psychographic Analysis
Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

Peer Community Analysis
Identification and comparison of similar communities to measure your retail base and identify opportunities from a categorical perspective.

RETAIL STRATEGIES

Target Business Site Selection

Discover: Real Estate Analysis

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.

To accomplish this we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.

The inventory of properties our team believes is viable for new development, redevelopment highest and best use or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.

RETAIL STRATEGIES

Target Business and Site Selection

Connect: Retail Recruitment

Retail Recruitment is not an event, it is a process. While your team at Retail Strategies will provide a thorough analysis and Strategy within the first 100 days of our partnership, we will constantly be running new data sets, assessing the changing real estate environment within the community, researching new prospective businesses, assessing retailers changing expansion plans, etc.

Our Commitment to Success

Retail Strategies is constantly searching for new tools, hiring retail real estate professionals, and covering the Country with outreach to build the best network and service for our Clients. This relentless pursuit of success will position your community for growth today and in the future.

Community Input

Discover: Community Input

Throughout the life of our partnership we will always be ready to listen to your feedback, suggestions, opinions, and requests. Below are items and actions we take to ensure we are providing information and action toward the betterment of the community.

Communication: The Key to Our Partnerships

During our onboarding process we will be scheduling a time to speak with you to get a first- hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, Community Leaders to provide Retail Strategies further information on your goals and vision.

From Day 1 our process is built around creating a relationship with you and getting communication and information flowing to one another. This is partnership. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.

RETAIL STRATEGIES

Proactive Recruitment

Connect: Retail Recruitment

This is where the rubber meets the road. This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community. The Benefit of partnering with Retail Strategies is that we do not just hand you fancy gadgets and a CRM tool to conduct recruitment, our real estate professionals will conduct every piece of outreach to the appropriate contact on your behalf.

Recruitment

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market. We utilize the resources we have gathered and will continue to seek additional information throughout our partnership to further define the opportunities in your market.

Representation

Each year our team attends more than a dozen retail real estate conferences. For Boyd County, the key retail conference include ICSC Red River States, Retail Live Austin, and ICSC RECON. Retail Strategies attends all of these shows annually and vows to continue to attend to meet with industry leaders and market the opportunities in Boyd County.

At the conferences we will set up and have meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following the conference, you will receive an update on who we met with, what was said, and what our next steps are.

ICSC RECON RETAIL LIVE!

Proactive Recruitment

Advance: Reporting and Collaboration

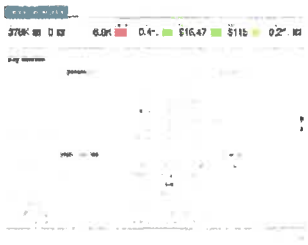
Reporting and Communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure 1) effective outreach and 2) that your questions, feedback, and other information can be answered, collected, and utilized.

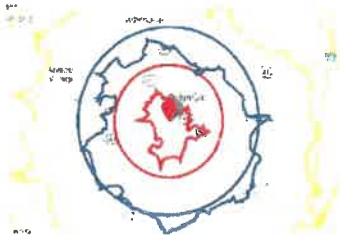
Reporting

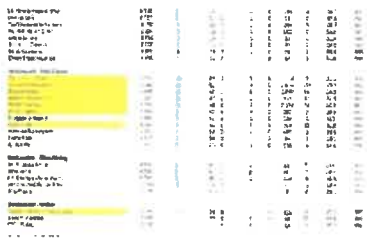
Through our partnership we will establish regular communication with you. We report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

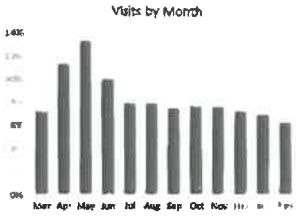
Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

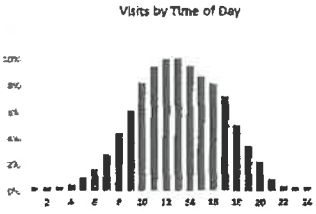
In addition, through our experience we know we can learn as much from a "no" as we can from the "yes". We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.

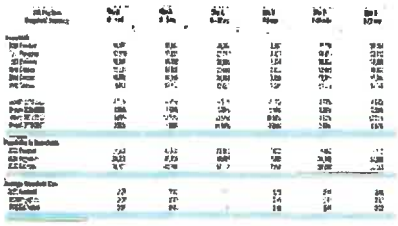












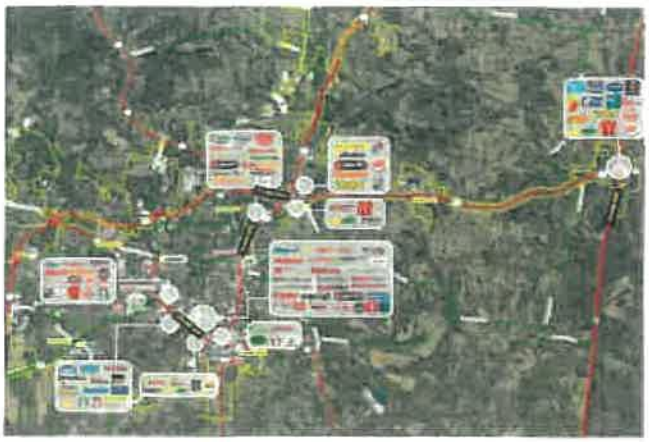
Marketing Materials

Marketing Guide

North Little Rock will have a customized Marketing Guide (four pages) including key demographic criteria, retailers plotted on aerial map, traffic counts, and contact information.

Property Flyers

We work with property owners to support their needs. Oftentimes, Retail Strategies GIS and analytics resources far exceed that of a local property owner. We will provide the property owners with data, site-specific marketing flyers, and access or our retail research as needed.



REQUEST FOR QUALIFICATIONS

Economic Development Retail Attraction and Data Services

Department of Development-Mayor's Office City of North Little Rock

North Little Rock, Arkansas

ACKNOWLEDGEMENT OF RECEIPT / INTENT TO SUBMIT

Please fill in the requested information below as acknowledgement that you have received the Request for Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned to:

Robert Birch
Director of Development
100 Main Street • North Little Rock, AR 72114
Telephone: 501-516-0839 • Fax: 501-975-8885
rbirch@nlr.ar.gov

Name of Firm: Retail Strategies

Address: 2200 Magnolia Ave. S #100
Birmingham, AL 35205

Phone Number: 205-313-3676 Fax Number: 205-313-3677

Email Address: CCraft@retailstrategies.com

X YES Our company does have an interest in responding

____ NO Our company does not have an interest in responding

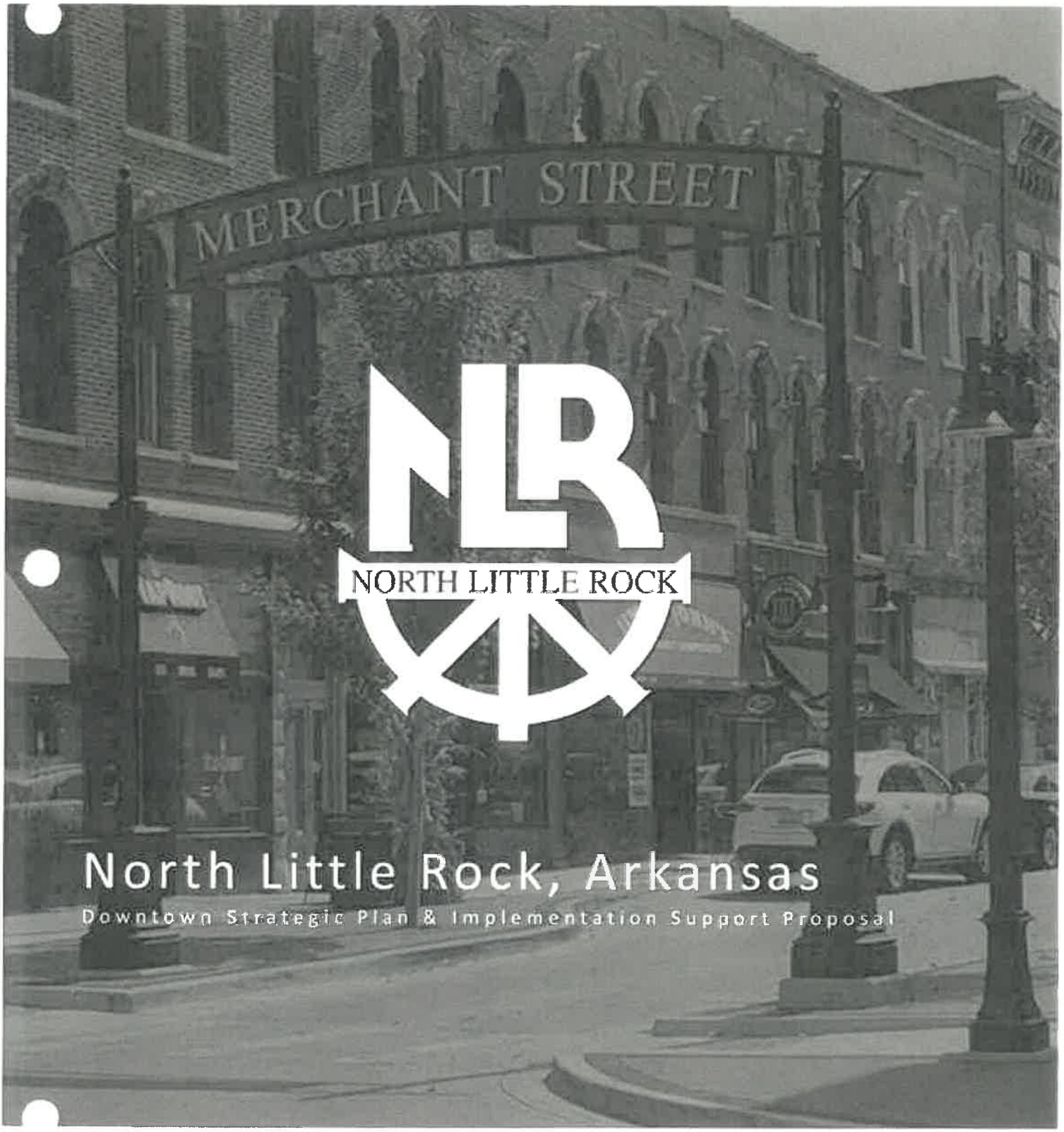
Name (print): Clay Craft Title: V.P of Client Services

Signature: Date: 11/22/21

NOTICE TO RESPONDENTS

PLEASE RETURN THIS SECTION UPON RECEIPT IF YOU INTEND TO SUBMIT FOR THIS RFQ

downtown strategies



NLR

NORTH LITTLE ROCK

North Little Rock, Arkansas

Downtown Strategic Plan & Implementation Support Proposal

retailstrategies.com | [205] 314-0386 info@retailstrategies.com

2200 Magnolia Ave South, Suite 100 Birmingham, AL

retail strategies

DOWNTOWN STRATEGIES

Executive Summary

In a fast-paced world with 24/7 technological connectivity, residents and visitors alike are seeking to return to the nostalgic, slower pace of Main Street America. Downtown is the gathering place of your community, where citizens, consumers, and tourists embark to experience the unique character of your place, its values, and pace of life. Successful Downtowns are positioned to serve as powerful catalysts for private investment and showpieces of public infrastructure improvements.

Downtown Strategies exists to assist communities in taking the next, or first, step in their Downtown's journey. Through our Downtown Strategic Visioning Workshop process, we evaluate the five pillars of your downtown's mix: Market Analysis, Policy & Administration, Design, Tourism & Promotion, and Economic Vitality to provide a true roadmap to revitalization.

For our Clients, we identify and create a tailored strategy to enhance, revitalize, and mobilize your community's efforts. When properly fueled, your Downtown can be a powerful economic, tourism, and quality of life engine and our team of professionals can help you define your potential.

Revitalizing and rejuvenating Downtown communities is a complex task and we are committed to helping you achieve it.

Industry Leaders

- **150 years of retail real estate experience**
- **Direct connections to retailers & developers**
- **Hands-on approach**

Industry Involvement

ICSC NLC MAIN STREET AMERICA IDA

Critical Factors for Success

Creating a strategic plan is a crucial first step in determining the vision and path for your downtown.

Oftentimes, community leaders are fearful of investing in a master plan that will ultimately *"sit on a shelf"*.

With Downtown Strategies, we meet communities where they are. We build on your existing plans and ideas rather than reinventing the wheel and duplicating efforts.

What we deliver, you can implement.

Critical Factors for Successful Implementation of a Strategic Plan

Community Buy-In

Support from your immediate team isn't enough to see transformational change within your community. Our workshop session generates the needed community buy in from stakeholders (property owners, business owners, merchants, community leaders, elected officials, etc.) to ensure that all parties with a vested interest believe in the vision and are committed to successful implementation.

Communication

Once stakeholders leave our session, they're excited, eager, and ready to contribute to the successful implementation of the overall vision. Consistent communication between our team, your team, and stakeholders is critical to maintain the momentum and commitment.

Implementation Support

Our implementation support keeps your team on track by providing accountability, benchmarks, and success stories to share with the community and stakeholders throughout the life of the partnership.

Resources

Downtown Strategies was founded to fill the gap between what community leaders can execute themselves and master plans. Our approach focuses on practical, actionable, and implementable asset-based and market driven solutions that allow for quick wins and continued success for your team.

In our Strategic Plan, we provide strategies and recommendations based on three stages of time and monetary investment:

- little to no cost with immediate impact – just time and energy!
- minimal investment that requires proper partnerships & persistence
- long-term investment for substantial projects

This allows for your team to build capacity, assemble funds, and generate partnerships that allow for the successful implementation of our plan.

downtown strategies

DOWNTOWN STRATEGIES

Our Process

Roadmap to Revitalization

Downtown Strategies exists to assist communities in taking the next, or first, step in their Downtown's journey. Revitalizing and rejuvenating Downtown communities is a complex task and we are committed to helping you achieve it. We identify and create a tailored strategy to enhance, revitalize, and mobilize your community's efforts.

When properly fueled, your Downtown can be a powerful economic, tourism, and quality of life engine and our team of professionals can help you define your potential and empower you to achieve it.

The 5 Pillars

Through our Downtown Strategic Visioning Workshop, we assess the five pillars of your downtown's mix: Market Analysis, Policy & Administration, Design, Tourism & Promotion, and Economic Vitality to provide a true road map to revitalization.

Market Analysis

uncover and define the economic potential in your Downtown.

Policy & Administration

set the foundation for smart growth.

Design

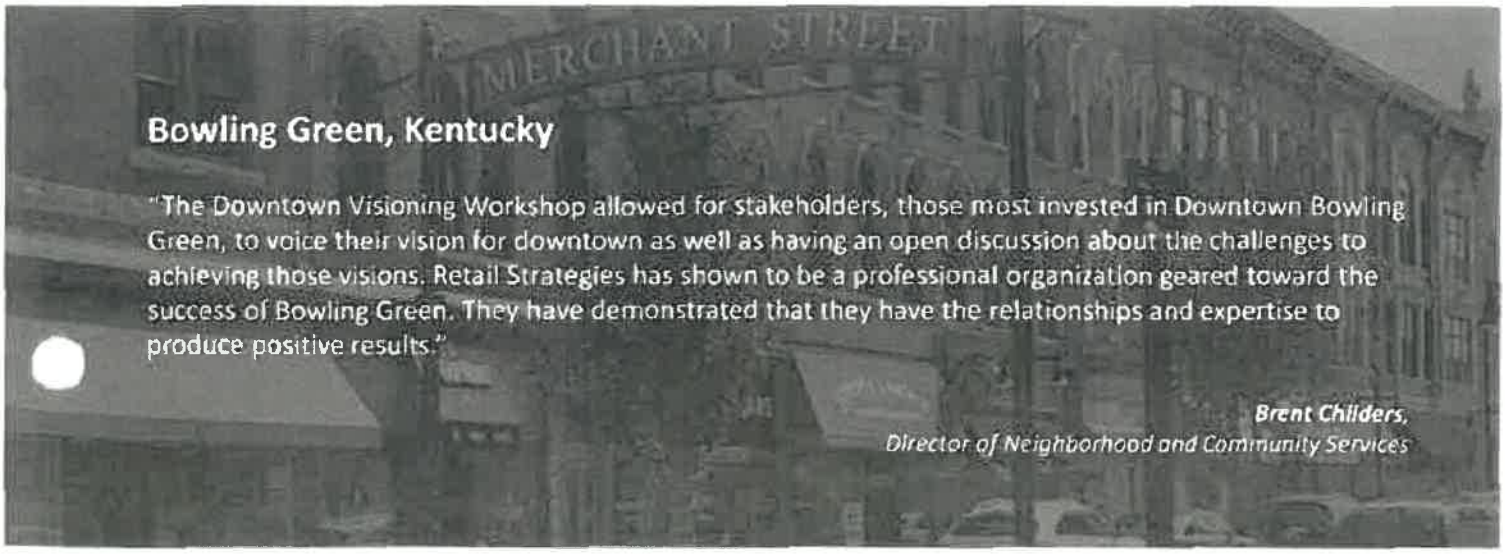
thoughtful design supports a community's transformation.

Tourism & Promotion

power your economic engine.

Economic Vitality

creating opportunity for investment.



Bowling Green, Kentucky

"The Downtown Visioning Workshop allowed for stakeholders, those most invested in Downtown Bowling Green, to voice their vision for downtown as well as having an open discussion about the challenges to achieving those visions. Retail Strategies has shown to be a professional organization geared toward the success of Bowling Green. They have demonstrated that they have the relationships and expertise to produce positive results."

Brent Childers,
Director of Neighborhood and Community Services

retail strategies

Getting Started: Collaboration & Communication

Kickoff Call

We begin the process of your Downtown Strategic Visioning Workshop with a detailed conference call with your team to introduce ourselves and examine the current status of your Downtown area.

We'll learn about your community and Downtown organization's governance structure, discuss goals that have already been internally identified, and uncover existing roadblocks to your community achieving its highest purpose.

Discovery

Next, we'll engage in a detailed discovery phase, in which our team will independently analyze customized data regarding your community's retail mix, economic vitality, and opportunities for growth.

Stakeholder Community Input Survey - Online

Equipped with this information, we'll customize an electronic survey to engage stakeholders, business owners, and other influential community leaders in a collaborative conversation about your Downtown's past, present, and future.

Strategic Visioning Workshop & Walking Tour of Study Area

An **in-market process** where our team engages stakeholders, merchants, and community leaders in thought provoking conversation, combined with independent discovery and market analysis, to provide a strategic, asset-based and market driven plan.

Strategic Visioning Workshop & Walking Tour: Hartsville, TN

retail strategies

Scope of Services

MARKET ANALYSIS

- Identification of market trade area using mobile data analysis
- Trade area demographics (population, income, housing, etc.)
- Market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Tapestry lifestyles – psychographic profile of trade area
- Consumer Spending Pattern Reports
- Commute Patterns Report
- Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
- Downtown Building Inventory
- Downtown Walkability Assessment
- Downtown Neighborhood Demographics

STRATEGIC VISIONING WORKSHOP & WALKING TOUR

- One (1) day in-market visit to meet with core working group, host a stakeholder input session, and tour the study area.

DOWNTOWN STRATEGIC PLAN

Your downtown will be evaluated and a customized, strategic, asset-based, and market driven plan will be presented to your team. This plan will include practical, actionable, and transformational strategies defined and developed considering the following:

- Connectivity & Walkability
- Landscaping & Streetscapes
- Public Art
- Historic Preservation
- Special Events & Promotions
- Wayfinding Signage
- Transportation & Parking
- Messaging & Branding
- Hospitality
- Retail & Restaurant Recruitment
- Backfilling Vacancies
- Real Estate Analysis
- Supporting Entrepreneurs
- Incentives & Financial Tools
- Zoning & Codes
- Identifying Partnerships
- Catalyst Projects
- Community Input Survey Results

DOWNTOWN STRATEGIES

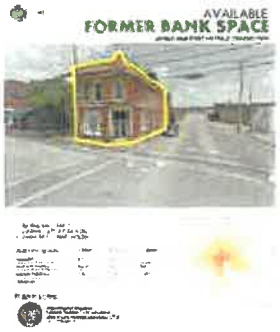
Scope of Services

STRATEGIC VISION IMPLEMENTATION SUPPORT (add-on)

- Development of work plan document to include recommendations from Downtown Strategic Vision and provide implementation plans for client and advisory committee.
- Implementation support for 3-4 strategies in strategic plan, collaboratively identified, and development of associated documents, collateral and resources necessary for successful implementation.

REAL ESTATE ANALYSIS (add-on)

- Real Estate analysis deliverable identifying approximately 5 pieces of real estate prime for adaptive re-use, infill, higher and better use, or new development.
- Analysis is provided via marketing flyers for each available or ideal site



STRATEGY & COLLABORATION SESSIONS (add-on)

- Support via email and Zoom to provide collaboration, assess progress, troubleshoot roadblocks, and provide accountability for implementation.

DATA & ANALYTICS

- Delivery of new and refreshed data and analytics.

Walkability Assessment

What's your Community's Walk Score?

A walkable downtown is highly desirable by consumers, local businesses, and municipal leaders. But what makes a walkable downtown and how do you improve your community's walkability?

A community's walk score is determined by analyzing 3 factors: walkable distance between boundaries, presence of a comprehensive network of pathways designed for pedestrians and cyclists, and variety of restaurants, retailers, and service providers necessary for regular life.

3,487

1.7

$40,694

$34,860

$13,610

90–100	**Walker's Paradise** Daily errands do not require a car
70–89	**Very Walkable** Most errands can be accomplished on foot
50–69	**Somewhat Walkable** Some errands can be accomplished on foot
25–49	**Car-Dependent** Most errands require a car
0–24	**Car-Dependent** Almost all errands require a car

The following demographics represent the population of residents within a 20-minute walk time of the Downtown Study Area. A walk time from one Downtown boundary to the next that exceeds 20 minutes is not considered walkable.

Keep these figures in mind when imagining the possible economic impacts of developing your Downtown into a walkable destination.

69%

16%

15%

12.1%

1,004

17,255

12%

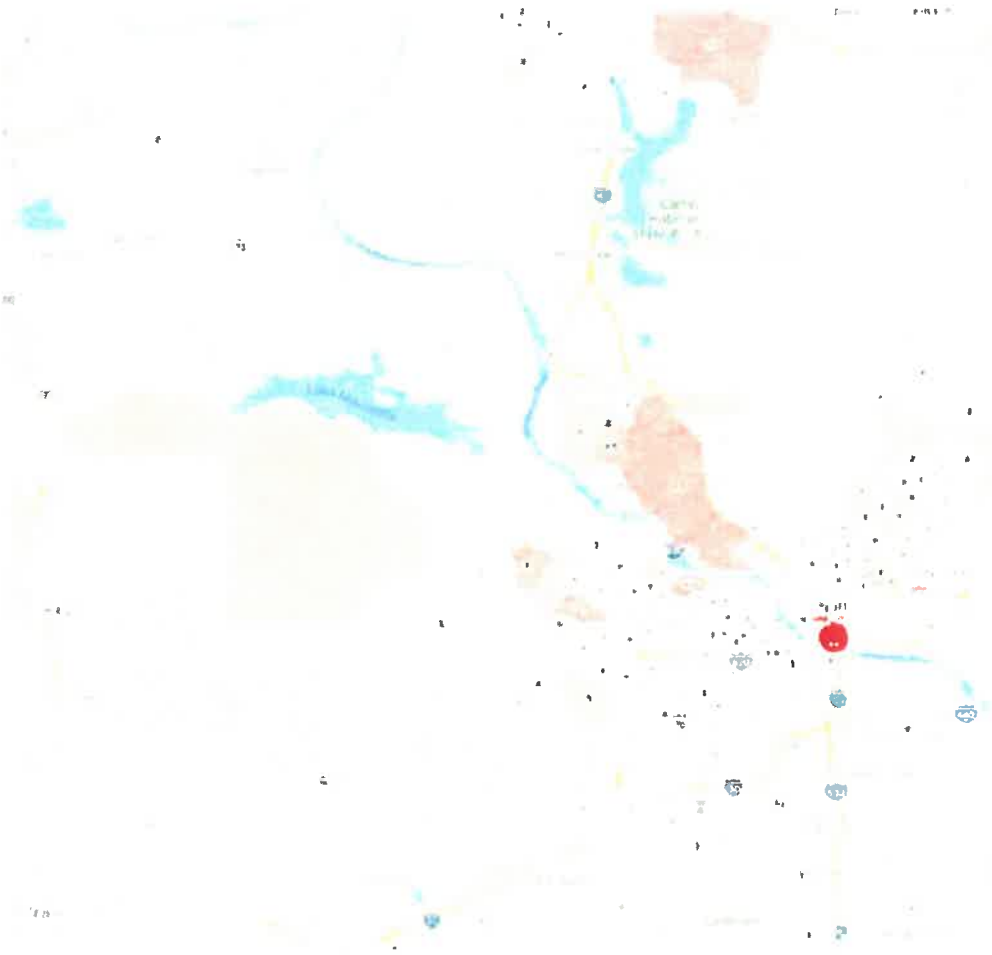
$191,935

$5,310

$781

retail strategies

Mobile Insights & Tourism Summary

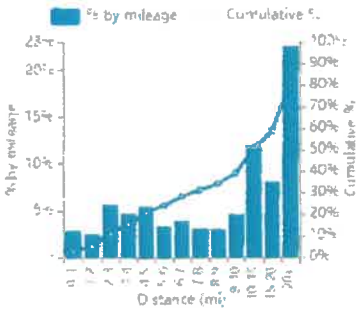


Flyway Brewing Co
314 Maple St
North Little Rock, 72114

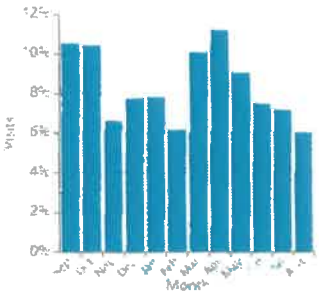
Details

Top Category	Beverage Manufacturing
Sub Category	Breweries
Median Dwell Time	72.07 min
Median Distance from Home	12.9 miles
Annual Visits	5,106 visits
Monthly Visits	365
Monthly Visitors	187
Tourist Visits	21.0%

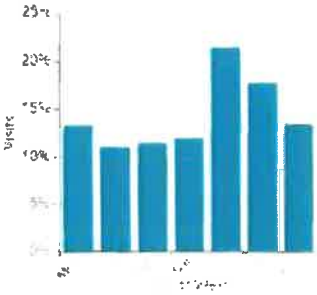
Visits by Distance



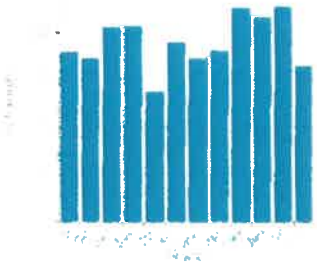
Visits By Month



Visits by Day



% Tourists by Month



DOWNTOWN STRATEGIES

Recommendations: Your Plan

NOW
no cost

These recommendations can be implemented now, with **minimal cost** and for **immediate impact.**

YEAR 1-2
minimal investment

Plan now to implement these recommendations in the next 1-2 years.

With **proper partnerships** & **persistence**, these initiatives will elevate your community with reasonable investment.

YEAR 3-5
long-term investment

These recommendations represent substantial projects requiring long-term investment.

Position your community for **transformational change.**

Sample Design Recommendation: Zachary, LA

retail strategies

DOWNTOWN STRATEGIES

Recommendations: Existing Client

Sample Design Recommendation: Central, LA

retail strategies

References: Retail Analysis and Recruitment

Lisa Watkins
President, MHC Chamber of Commerce
Executive Director, C-PEG
Martinsville, VA
Office (276) 632-6401
lisa@mhcchamber.com

Melinda Keifer
Economic and Community Development
Cookeville, TN
Office (931)520-5226

Mayor Tim Kent
New Albany, MS
(662) 534-4354
namayor@visitnewalbany.com

J. Alex Dietz
Economic Development Coordinator
Clark County Community & Economic Development
Clark County, OH
(937) 521-2185

David DeYoung
Economic and Community Development Director
Clayton, NC
ddeyoung@townofclaytonnc.org
919.359.9347

retail strategies

References: Retail Analysis and Recruitment

Thad Jablonski
Assistant City Manager
City of Columbia, Tennessee
(931) 922-8514
tjablonski@columbiatn.com
Partnership Start: 2020

Seth Sumner
City Manager
City of Athens, Tennessee
(405)677-5741
citymanager@cityofathenstn.com
Partnership Start with Savannah: 2015
Partnership Continued with Athens: 2017

Sarah Haston
Economic Development Director
City of Lebanon, Tennessee
(615)443-2839
sarah.haston@lebanontn.org
Partnership Start: 2017

Brooxie Carlton
Rural Development – Deputy Director
Tennessee Economic and Community Development [TNECD]
(615) 336-2481
brooxie.carlton@tn.gov
Partnership Start: 2016

retail strategies

References: Regional/State Economic Development Organizations

Tennessee Department of Economic and Community Development*

Logan McCoy
Special Projects,
Community and Rural Development
c. 629-201-0063
logan.mccoy@tn.gov

Northwest Arkansas Economic Development District*

Jeremy Ragland
Deputy Director
NWAEDD
Email: jragland@nwaedd.org
Phone: 870-741-5407
Fax: 870-741-1905

Mississippi Development Authority*

Chance McDavid
Director of the Mississippi Development Authority's Asset Development Division
cmcdavid@mississippi.org
P: 601.359.3449

*links to press releases

RETAIL STRATEGIES

References: Downtown/Mainstreet

Bowling Green, Kentucky
"The Downtown Visioning Workshop allowed for stakeholders, those most invested in Downtown Bowling Green, to voice their vision for downtown as well as having an open discussion about the challenges to achieving those visions. Retail Strategies has shown to be a professional organization geared toward the success of Bowling Green. They have demonstrated that they have the relationships and expertise to produce positive results."

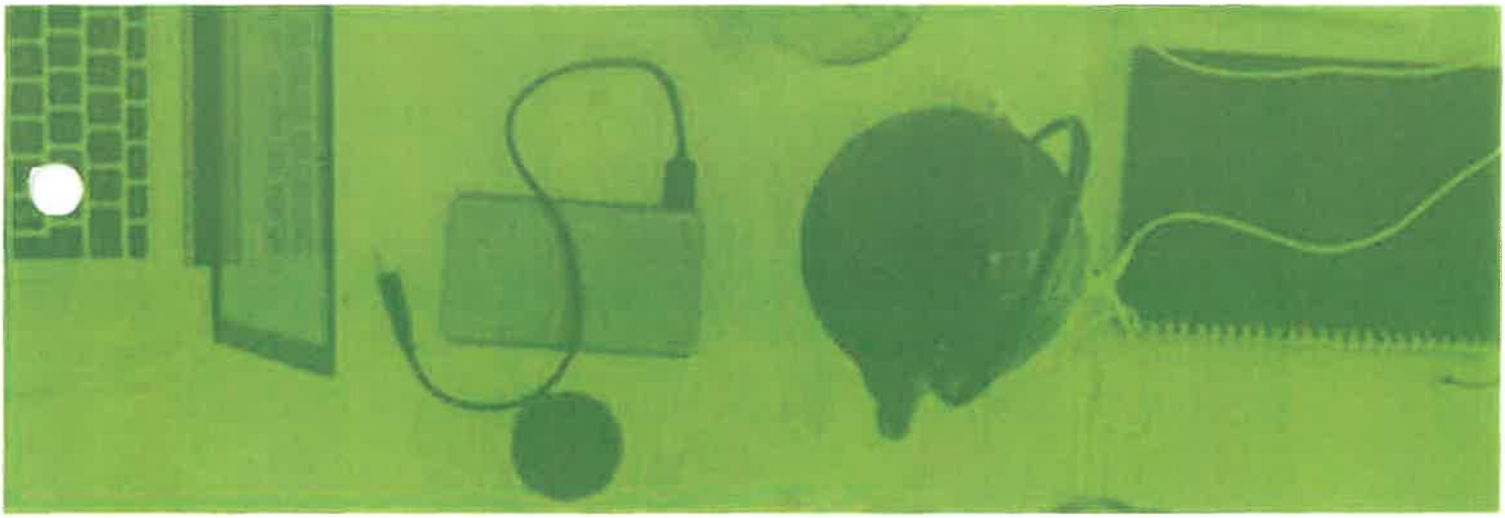
Brent Childers, Director of Neighborhood and Community Services

Zachary, Louisiana
"Our community knew we needed to focus on our Downtown, but we weren't confident where to start. Hiring Retail Strategies to create a Downtown plan for us gave us a path to follow and has jumpstarted private investment and redevelopment in our Downtown area."

David Amrhein, Mayor

Starkville, Mississippi
"Jenn believes in the crucial nature of a vibrant Downtown to the viability of any city and worked tirelessly and effectively to help us revitalize, rebrand, and rejuvenate Downtown Starkville. Her efforts have yielded an incredible return as our Main Street is currently booming with retailers, restaurants, condos, events, public art, and the realization of a unique and special place in our community."

Lynn Spruill, Mayor



retail strategies

retailstrategies.com | [205] 314-0386 | info@retailstrategies.com

2200 Magnolia Ave South, Suite 100 Birmingham, AL