City of Columbia Industrial Development Board (IDB)
City of Columbia Industrial Development Board (IDB) Agenda
August 22, 2023 - 4:00 PM

City of Columbia
Industrial Development Board (IDB)
700 North Garden Street
Conf. Room A - Basement
Columbia, TN 38401
Phone: 931-560-1510

Anyone requesting accommodations due to disabilities should contact Wanda McClain, at (931) 560-1570 prior to the meeting.

I. **Call to Order.**

II. **Official Notice.**

III. **Approval of Minutes.**

JULY 18, 2023 MINUTES - .

ATTACHMENTS: IDB Minutes 071823

IV. **Old Business .**

V. **New Business.**

VI. **Maury Alliance Update .**

VI. **AUTHORIZE THE CHAIRMAN TO SIGN AND SUBMIT A LETTER OF INTENT TO APPLY FOR A TNECD SITE DEVELOPMENT GRANT - .**

ATTACHMENTS: IDB Letter of Intent for TNECD Site Development Grant

VII. **City Update.**

APPROVE RENEWAL AGREEMENT WITH RETAIL STRATEGIES - .

ATTACHMENTS: Columbia TN Retail Recruitment Renewal 2023

VIII. **Other Business.**

IX. **Next Meeting.**

SEPTEMBER 26, 2023 - .

X. **Public Comments.**

XI. Tentative 2023 Meeting Schedule.

SEPTEMBER 26, 2023
OCTOBER 24, 2023
NOVEMBER - TBD
DECEMBER - TBD - .

XII. Adjourn.

City of Columbia Industrial Development Board

July 18, 2023

Call to Order:

The meeting of the Industrial Development Board was called to order by Chairman Morgan.

Attendance:

Members present were: Bob Morgan, Tim Dodd, Julie Heffington, Bill Marbet, and Darlene Baxter. Others in attendance were: City Manager Tony Massey, Assistant City Manager Thad Jablonski, Wastewater Director Donnie Boshers, Executive Secretary Liz Bermudez, Maury County Chamber & Economic Alliance President Wil Evans and Vice President Travis Groth, Mill Graves, Lacey Beasley and Justin Painter with Retail Strategies. Board Member Manuel Young was absent. Board Member Bo Holloway arrived at 4:08 p.m.

Minutes:

Minutes of the June 27, 2023 meeting were reviewed. Bill Marbet moved the minutes be approved. The motion was seconded by Darlene Baxter. The motion was unanimously approved by those in attendance.

Old Business:

There was no old business.

New Business:

There was no new business.

Maury Alliance:

Travis Groth spoke about the ribbon cutting event for Mersen and thanked the board for all the work that has been done. He also updated the board on other projects and meetings that have taken place.

City Update:

Report from Retail Strategies regarding attending the ICSC retail convention conference

Mill Graves went over what Retail Strategies has done in the last couple years. He advised that the ICSC retail convention conference held a positive energy with momentum. Board Member Bo Holloway arrived to the meeting. Lacey Beasley spoke about soft landings in regards to a recession, things slowing down while waiting on stability and some of the biggest challenges like banks not lending. She also spoke of a TNECD small business grant.

Approve the dedication of Mersen Pump Station to the City of Columbia and authorize the chair to execute all related documents

Donnie Boshers went over the timeline for the Mersen Pump Station. Chairman Bob Morgan asked about future industry connections. Donnie Boshers advised this would provide an opportunity for connection to the force main.

Tim Dodd moved to approve the dedication of Mersen Pump Station to the City of Columbia and authorize the chair to execute all related documents. The motion was seconded by Julie Heffington. The motion was unanimously approved by those in attendance.

Other Business:

There was no other business.

Next Meeting:

The next meeting is scheduled for August 22, 2023 at 4:00 p.m.

Adjournment:

There being no additional business the meeting ended at 5:11 p.m.

Respectfully submitted,

Julie Heffington, Secretary

Bob Morgan, Chairman

CITY OF COLUMBIA
TENNESSEE

INDUSTRIAL DEVELOPMENT BOARD

August 22, 2023

Mr. Kirby Lewis-Gill, Site Development Director
Rural Development
Tennessee Department of Economic and Community Development
312 Rosa L. Parks Avenue, 27th Floor
Nashville, Tennessee 37243

RE: LETTER OF INTENT TO APPLY

I am writing to inform you of the Industrial Development Board of the City of Columbia's intent to apply for a Site Development Grant to relocate a power transmission line in the Columbia Tennessee Rail Site. This industrial site is located adjacent to US Highway 43 between Oakland Parkway and US Highway 412, Columbia, Maury County, Tennessee 38401. Grant funds, through the Select Tennessee Site Development Grant Program, are being sought to improve the site by relocating TVA transmission lines in order to increase the amount of developable acreage remaining at the Columbia Tennessee Rail Site. The Columbia Tennessee Rail Site is a Select Tennessee Certified Industrial Site.

The Industrial Development Board of the City of Columbia recognizes that funding for these grants is limited, that the selection process is competitive, and that application does not guarantee funding. Further, we understand that the sites will be chosen to participate based on a combination of factors, which include, but are not limited to, a strategy that comprehensively addresses product need, solution opportunity and local initiative.

The Industrial Development Board of the City of Columbia represents that it has the local support needed to undertake the work necessary to successfully complete the requirements of this grant application. Additionally, the Industrial Development Board of the City of Columbia represents that if this application is funded, it has the project management necessary to successfully complete the requirements of this grant.

The Industrial Development Board of the City of Columbia has designated Travis Groth, Maury County Chamber and Economic Alliance, to represent its interests during the application process and subsequently manage the proposed scope of work to completion, if awarded. All correspondence and inquiries regarding this site should be addressed to:

Mr. Travis Groth, Vice President – Economic Development
Maury County Chamber and Economic Alliance
106 W. Sixth Street
Columbia, TN 38401
tgroth@mauryalliance.com
931-981-4446

The Industrial Development Board of the City of Columbia understands that applications that are not complete and not submitted prior to the application deadline will not be considered.

Sincerely,

Bob Morgan, Chairman
Industrial Development Board of the City of Columbia

Enclosure: Aerial Photo

N
W E
S

0 400 800 Feet
0 100 200 Meters

HAMPSHIRE PIKE

US 412

COLUMBIA TENNESSEE RAIL SITE
225 acres (+/-)

TN Southern Railroad

TVA 46kV Transmission Line

US 43

OAKLAND PARKWAY

THIS MAP IS A GRAPHICAL REPRESENTATION AND IS TO BE USED FOR GENERAL PLANNING PURPOSES ONLY. IT IS NEITHER A SURVEY OR A RECORDED MAP AND IS NOT INTENDED TO BE USED AS SUCH. SOURCE: FEMA DIGITAL FLOOD MAP DATASETS.

Prepared by the Middle Tennessee Industrial Development Association, November 2020.

Columbia Tennessee Rail Site

Columbia, Tennessee

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Industrial Development Board of Columbia, Tennessee and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this 22nd day of August 2023 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

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

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional consulting services to the Client (the "Services"):

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 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client 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 Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.

D. Updates. The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. TERM. The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to $90,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	$30,000
Year Two	On or before the 1st anniversary of the Execution Date	$30,000
Year Three	On or before the 2nd anniversary of the Execution Date	$30,000

B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the required 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. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client 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 Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client 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 Client designates the Assistant City Manager (the "Client Representative"), currently Thad Jablonski. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client 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 Client 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 Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. 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 Client 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.

6. TERMINATION.

A. **By the Client At-Will.** The Client 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.

B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client 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 within that 30-day period, then the Client 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.

C. By the Consultant At-Will. The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. 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 Upon the Client's Default. The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client 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.

7. 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:

Client: Industrial Development Board of the City of Columbia
700 North Garden Street
Columbia, TN 38401
Office: (931)560-1510
Fax: (931)381-7722
Email: tjablonski@columbiatn.com
Attn: Thad H. Jablonski, Assistant City Manager

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.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, 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 Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

A. **Affiliated Services:** The Client 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 Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **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.

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

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 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; Sole Remedy:** 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. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.

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 Client Representative, acting for and on behalf of the Client.

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. **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.

M. **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.

N. **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.

O. **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.

P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.

Q. **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.

[SIGNATURE PAGES FOLLOW]

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.

CLIENT:
Industrial Development Board of Columbia, Tennessee

By: _____
Name: Robert Morgan
Title: Chairman
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to Industrial Development Board of Columbia, TN (the "client").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule