

RESOLUTION 14-46

**RESOLUTION TO AUTHORIZE CONTRACT FOR MARKETING RESEARCH AND
RETAIL RECRUITMENT**

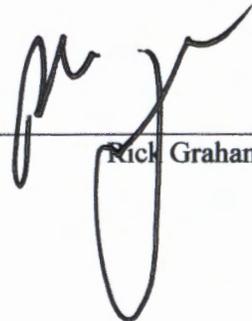
WHEREAS, the City of Spring Hill has applied for and been awarded a USDA RBEG Grant for Marketing Research and Development of Marketing Materials in the amount of \$29,581.00; and.

WHEREAS, the City of Spring Hill, Tennessee has issued a Request for Qualifications for Marketing Research and Retail Recruitment; and

WHEREAS, the City of Spring Hill Economic Development Commission interviewed responding companies on April 10, 2014 and recommends Retail Strategies to conduct the study at a cost of \$46,000.00 for year 1; \$28,000.00 for year 2; and \$28,000.00 for year 3.

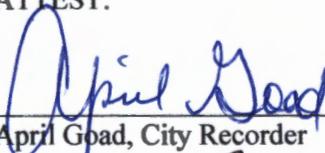
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, that the Marketing Research and Retail Recruitment contract be awarded to Retail Strategies.

Passed and adopted this 21st day of April, 2014.



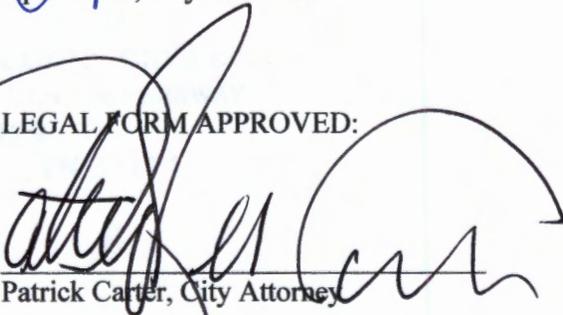
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



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

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the City of Spring Hill, Tennessee (hereinafter referred to as "Client") on this the 21st day of April, 2014, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the "Project") for the City of Spring Hill, TN, which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below.

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

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A.

2. **TIME OF PERFORMANCE**

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as **April 2014 to April 2017**.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. **COMPENSATION**

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$46,000** for the first year. Full payment is to be made upon execution of this agreement and receipt of the invoice from Retail Strategies, LLC. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for years two and three shall be **\$28,000** per year payable in the same manner as set forth above. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$28,000** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project.

4. **CLIENT RESPONSIBILITIES**

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

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Lacy Beasley, Laura Hudson, Chuck Branch and Robert Jolly, or other employees as deemed necessary by Consultant. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INDEMNIFICATION

Consultant shall defend, indemnify and hold the Client, its officers, agents and employees free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of Consultant or its respective owners, officers and employees in the performance of this agreement. Client shall defend, indemnify and hold the Consultant, its officers, agents and employees harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct

of the Client or its respective agents, officers and employees in the performance of this agreement.

12. INSURANCE

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

13. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

14. CONFLICT OF INTEREST

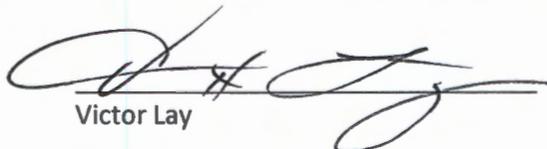
The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

15. NOTICES/PARTIES REPRESENTATIVES

The representative of the Client for this agreement shall be Victor Lay, City Manager, City of Spring Hill, TN.

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

Client:


Victor Lay

City of Spring Hill
P.O. Box 789
Spring Hill, TN 37174

Consultant: Retail Strategies, LLC
120 18th Street South
Suite 201
Birmingham, AL 35233
Attention: Chuck Branch

16. REPRESENTATIVE CAPACITY

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

17. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing

body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

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

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not

contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

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

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

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

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

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

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

Arbitration: Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.

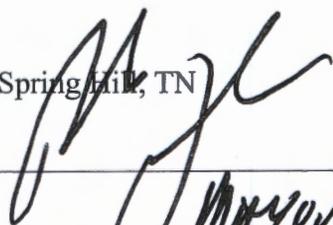
CLIENT:

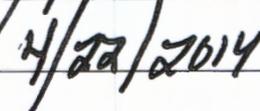
City of Spring Hill, TN

By _____

Title _____

Date _____





CONSULTANT:
RETAIL STRATEGIES, LLC

By Clark C. Muntz

Title Managing Partner

Date 4/28/14

EXHIBIT A

METHODOLOGY AND APPROACH:

SUMMARY OF RETAIL ANALYSIS AND SERVICES:

- Custom Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Spring Hill
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Retail GAP Analysis
- Retail Peer Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Consumer Attitudes and Behaviors
- Market Maximization Summary and Strategic Leasing Plan
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Introduction to Hospitality Developers as appropriate
- Updates on Retail Industry Trends

RETAIL STRATEGIES RESEARCH:

Our research solutions are not a “one size fits all” or pre-formatted by an industry standard radius or drive-time area. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most

likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

Retail Strategies primary data resources include:

CENSUS, AGS AND ESRI DEMOGRAPHICS

By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment.

BUSINESS LOCATION DATA

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.

CONSUMER EXPENDITURES

This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

RETAIL POTENTIAL

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

TAPESTRY

Tapestry classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups.

FINAL DELIVERABLE AND STRATEGIC RETAIL RECRUITMENT PLAN:

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account through our BASECAMP platform available to the appropriate contacts in Spring Hill to access all research, analysis and the strategic plan.

1. Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. Local Property Catalog- Retail Strategies, LLC and its partners will work with the city to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. This will include

maps, marked aerials and all pertinent contact and site specific information relative to each site.

3. Call List and Recruitment Update- an ongoing tracking form to keep the identified city contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

EXHIBIT B

ADDITIONAL CONSULTING SERVICES

Retail development in today's market, while improving from the downturn which occurred in the 2008-2011 period, requires much cooperation from all parties involved. Many new retail development projects show how this mutual partnership between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking retail, developers looking for new opportunities and retailers looking to grow in new markets which seemed a stretch in the past, are now happening thru this team effort.

In the past, when development economics didn't seem to make sense, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or re-development projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become deal makers versus deal breakers.

Each municipality in each state differs in the capability and method for providing assistance. Many development agreement alternatives exist to "bridge the gap" and deal with funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City develops

city-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn previously economically difficult deals into new development projects. By creating a partnership with the municipality from the outset of a deal, more opportunities exist for new and exciting retail developments to occur.

**INCENTIVES CONSULTING FEES (ADD-ON OPTION)
TO BE DETERMINED BY PROJECT**

ADD-ON MARKETING SERVICES

SITE SPECIFIC MARKETING FLYERS

\$1,500 PER SITE



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EXECUTIVE SUMMARY

Retail Strategies is honored to submit a proposal offering extensive market research and retail development services to the city of Spring Hill. What distinguishes Retail Strategies from other consulting firms is the emphasis placed on executing the strategic plan by actively recruiting retailers on the behalf of the city. Retail Strategies values their clients and goes the extra mile to ensure that every client is 100% satisfied.

In addition to the strong work ethic and client loyalty, Retail Strategies encompasses over 200 years of related experience in the real estate industry. The team consists of individuals who are licensed real estate professionals, and passionate about getting the job done right and on time.

Retail Strategies will have a booth at ICSC Las Vegas in May, and the city of Spring Hill will have full access to that booth. Upon full engagement with Retail Strategies, the team will meet with retailers on behalf of the city at this conference, as well as other ICSC conferences across the country.

Retail Strategies' goal is to deliver Spring Hill a robust market analysis, to create a strategic plan that outlines how to develop the community, and to implement that plan by connecting prospective retailers with local property owners, brokers, developers, and/or leasing agents. Retail Strategies has a team of retail recruiters, who will consistently call on retailers for your city, and will leverage existing relationships with industry professionals to bring new retail to Spring Hill. Retail Strategies partners with Decision Data Resources (DDR) to collect the market research. The marketing team will create aerial maps, city flyers, and key property flyers that will be distributed to prospective retailers for Spring Hill. Additionally, the city will have access to on-demand reporting as needed throughout the term of the contract.

The services provided will yield an end result of an increase in sales tax revenue, an increase in jobs, and a higher quality of life for the residents of Spring Hill. It will take approximately sixty days to conduct the full market analysis and create the strategic plan. The retail recruitment process will begin immediately after the strategic plan is completed.

The enclosed proposal details the plans Retail Strategies has for assisting the city of Spring Hill, at the most competitive rates.

Please feel free to contact **Lacy Beasley** directly at **205.490.2829** if you have any questions or require any additional information.

Thank you for your time and consideration. Retail Strategies looks forward to working with Spring Hill!

**PROPOSAL TO THE CITY OF SPRING HILL
FOR RETAIL DEVELOPMENT STRATEGY AND RECRUITMENT SERVICES**

Our Process



Your Advantage



GENERAL BUSINESS RETENTION TOOLS AND CUSTOMIZED REPORTS

It is Retail Strategies' pleasure to present a proposal to maximize the retail and restaurant potential for the City, as well as provide business retention tools and an analytic approach to customizing reports. The research solutions that Retail Strategies provides are not a "one size fits all" or pre-formatted by an industry standard radius or drive-time area. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. The research focuses on identifying the datapoints that are most likely to influence the site location decisions of retailers. Once these datapoints are determined, Retail Strategies will provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

Retail Strategies primary data resources include:

TAPESTRY – CUSTOMERS' BUYING HABITS, LIFESTYLE CHARACTERISTICS AND MEDIA HABITS

Tapestry Segmentation classifies US neighborhoods into 65 distinct market segments. Neighborhoods with the most similar characteristics are grouped together, while neighborhoods showing divergent characteristics are separated. Tapestry Segmentation combines the "who" of lifestyle demography with the "where" of local neighborhood geography to create a model of various lifestyle classifications or segments of actual neighborhoods with addresses—distinct behavioral market segments.

CENSUS, AGS, ESRI AND POPSTATS DEMOGRAPHICS – POPULATION AND HOUSEHOLD

By incorporating demographic data from multiple sources, DDR is able to better understand the population trends, household trends, income and retail spending shifts taking place in the current economic environment.

BUSINESS LOCATION DATA – EXISTING & LOCAL RETAIL, COMPETITION & RETAIL DEVELOPMENT IN PEER CITIES

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.

CONSUMER EXPENDITURES – LEAKAGE & SURPLUS, CANNIBALIZATION AND MARKET VIABILITY

This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

RETAIL POTENTIAL - LEAKAGE & SURPLUS, CANNIBALIZATION AND MARKET VIABILITY

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

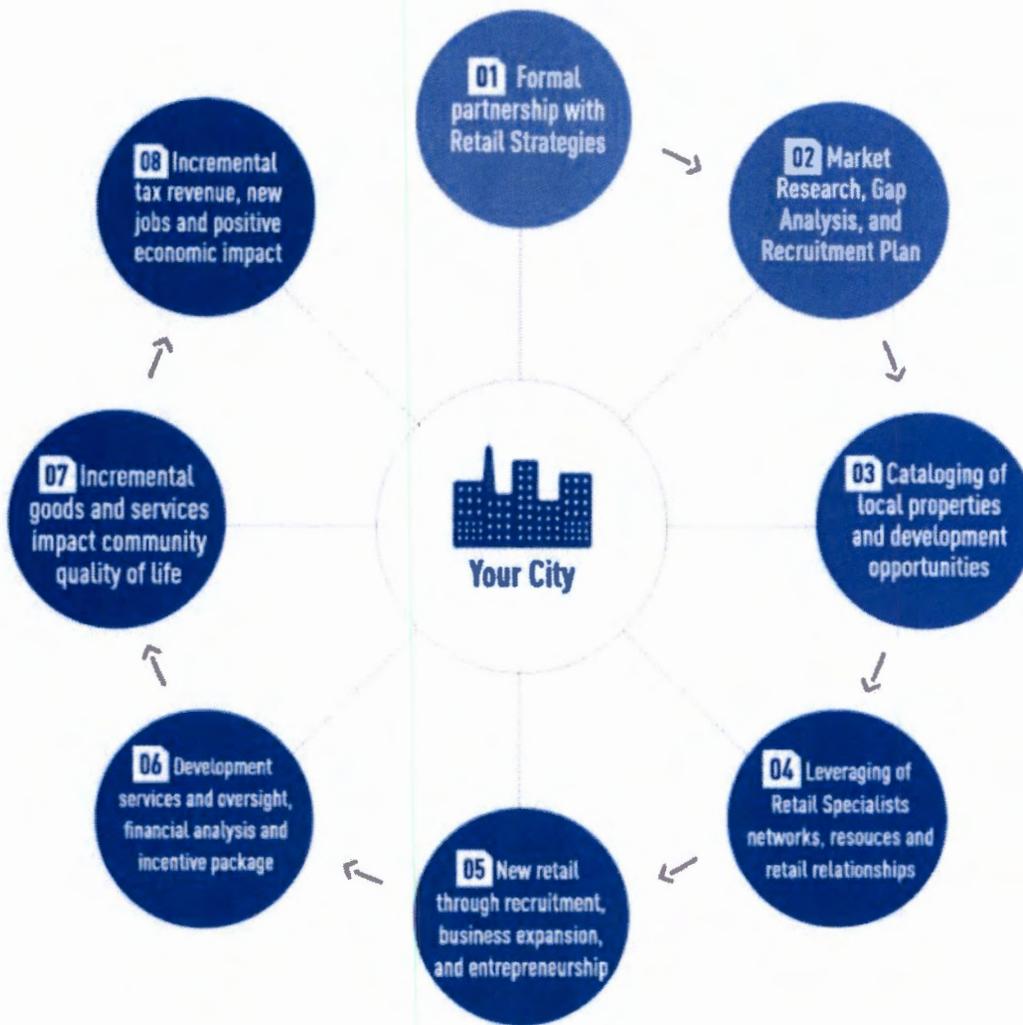
ESRI REPORTING ON HEALTHCARE

Medical Expenditures report including 15 variables of Medical Care expenditures and 6 Health Care expenditures with the average amount spent per year and the spending potential index compared to the national average.

BASECAMP, ON-DEMAND REPORTING AND RETAIL TRENDS

All of the above reports are customized, as needed, per project for the City. Basecamp is a web based project management platform used to organize all customized reports. Retail Strategies watches the trends of the retailers defined on the retail prospect list for the City and posts these trends to Basecamp. In addition, phone calls to developers, retailers and brokers are reported on Basecamp.

RETAIL RECRUITMENT AND RETENTION



SCOPE OF WORK

- Retail Strategies will provide custom demographic research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with the city of Spring Hill.
- Market Segmentation Analysis will be provided through Tapestry Lifestyles and MOSAIC
- Retail Strategies will identify key sites in the market and placed in a customized property catalog
- Retail Strategies will identify retail prospects based on the market analysis outlining Spring Hill's needs
- Retail Strategies will match city demographics/profiles with those of retailers on prospect list
- Customized marketing packages will be prepared and presented to retailers' decision-makers

- g. Retail Strategies will provide customer propensity reports to assist local retailers with merchandising and marketing decisions
- h. Recommendations will be made as needed based on the analysis
- i. Retail Strategies will provide Retail Gap Analysis (A.K.A. Leakage/Surplus Analysis)
- j. Retail Strategies will provide access to Basecamp (online database & marketing tool) to assist in recruitment efforts (See Exhibit A)
- k. On-Going support will be given to the city throughout term of contract
- l. Retail Strategies will provide Retail Peer Analysis, showing which retailers can be sustained in cities of similar size and makeup to Spring Hill; this helps build a case behind why they would be sustainable in your city
- m. Retail Strategies will provide consumer behavior and attitudes reports and consumer expenditure data to better understand the value of residents
- n. Retail Strategies will provide thematic mapping and aerial imagery by trade area
- o. Retail Competitor Mapping/Analysis will be conducted to get a holistic understanding of where existing retail is located
- p. Unlimited access to GIS reports and staff will be available to help maximize marketing efforts
- q. Retail Strategies will provide market maximization summary and strategic leasing plan
- r. Retail Strategies will execute retailer recruitment of the retail strategic plan
- s. Retail Strategies will provide employment and wage data required to retaining and attracting jobs pertaining to retail
- t. Retail Strategies will provide information to understand residents' access to retail for overall quality of life benchmarks
- u. Retail Strategies will provide Tapestry and MOSAIC market segmentation assessment of the city

BENEFITS OF PARTNERSHIP

PERSONALIZED CONTENT

Retail Strategies provides personal guidance from the key personnel assigned to this project. Spring Hill will be provided with a password protected account to Basecamp, which is a web-based project management tool. Basecamp allows Retail Strategies to share files and communicate on message board forums. Additionally, Retail Strategies sends out monthly newsletters to their clients to keep them informed on company updates and industry trends.

LONG-TERM PARTNERSHIP

The staff at Retail Strategies will be accessible to the city of Spring Hill at all times throughout the term of the contract. The company booth at ICSC Las Vegas will be available to Spring Hill throughout the duration of the conference. Additionally, Retail Strategies will meet with retailers on behalf of Spring Hill at multiple ICSC events across the country (See Exhibit B).

EXCLUSIVE ACCESS

Retail Strategies will maintain a strong partnership with the city to be aware of the specific projects with unique needs, by providing them on-demand reporting and calling retail real estate industry contacts. Strategic relationships with retailers and developers also strongly contribute to the strategic plan execution.

WEB-BASED DELIVERABLE

It has been Retail Strategies' experience that the learning curve of quality GIS services is extremely time consuming. Rather than providing a web-based GIS platform for you to use, we instead create the maps for you. With three full time trained GIS personnel on staff, Retail

Strategies can quickly and accurately turn around specialized reports and maps on an as-needed basis per project. Once the items are customized, they are stored in the personalized Basecamp account for the use of the city.

VISITOR EXPENDITURE

Using the Tennessee Department of Tourism Annual Expenditures Report, The Great Smoky Mountains information, The city of Spring Hill data, number of second homes and hotel rooms, Smith Travel Research data and a variety of other sources. In addition, the TN Department of Revenue annual tax collections will be broken down on a per capita population number, and compared with the state. Retail Strategies can prove the amount of spending power of tourist if Spring Hill exceeds that of any other Tennessee County.

RETAIL EXPERIENCE

Retail Strategies maintains strong relationships with national retailers, and leverages those relationships to enhance the company's performance. Retail Strategies has 200 years of collective retail experience among its employees, and a working knowledge of the retail industry as a whole. The project lead, Lacy Beasley, has strong working relationships with the brokers, developers and retailers in the Middle Tennessee area.

ACCESS TO DATASETS

Retail Strategies provides more than 250 distinct datasets ranging from household level consumer information to various relative geographic variables.

DELIVERABLES

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account available to the City of Spring Hill, which serves as a working resource that will be continuously updated with current data, research, the strategic recruitment plan and updates on retail recruitment and development. In addition to the market analysis outlined above, the following will be available through the Retail Strategies Basecamp account:

1. Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. Local Property Catalog- Retail Strategies and its partners will work with the city to catalog all local commercial properties that will be presented to prospective retailers. This will include maps, marked aerials and all pertinent contact and site specific information relative to each site.
3. Call List and Recruitment Update- An ongoing tracking form to keep the identified city contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

A. EXAMPLES OF KEY DELIVERABLES

The market research and strategic planning deliverables provided by Retail Strategies as part of this engagement could fill several binders. In an effort to be environmentally conscious, we have provided you with access to our online platform where you may review examples of deliverables. Please visit:

www.basecamp.com
Username: retails360@gmail.com
Password: retail

FIRM'S QUALIFICATIONS

A. SUMMARY OF RETAIL STRATEGIES, LLC

Birmingham based Retail Strategies, LLC (incorporated in the state of Alabama) is a retail consulting firm offering unparalleled market analysis, strategic planning, and retail recruitment services to municipalities and economic development authorities throughout the Midwest and Southeastern United States. The Retail Strategies team is comprised of twenty experienced retail real estate professionals and has offices located in Birmingham, AL and Dallas, TX.

Retail Strategies utilizes a unique process that entails comprehensive market research to help their clients better understand the strengths, weaknesses, and opportunities in their retail trade areas through demographic and business analysis, retail gap analysis, and peer analysis. Once the initial research has been completed, the Retail Strategies team will develop a Strategic Retail Recruitment Plan identifying retail prospects, which could expand and improve the community's retail tenant mix and retail tax base. However, the research and strategic planning would be incomplete without execution of the recruitment plan. Retail Strategies will proactively recruit retail prospects and represent their clients at national and regional retail conferences. Their goal, like yours, is to see your retail sector flourish.

B. POINTS OF CONTACT WORKING ON SPRING HILL PROJECT

The Retail Strategies team is comprised of twenty experienced retail real estate professionals who will be serving the city of Spring Hill. During the engagement, team members may be assigned varying tasks according to their specialties. For this project, the following individuals will be the city's primary contacts:

Lacy Beasley (Lead), VP of Business Development

120 18th St. South
Suite 201
Birmingham, AL 35233
Office Phone: (205)490-2829
Cell Phone: (615)330-7987
Email: lacy@retailstrategies.com

Laura Hudson, Business Development and Client Management

120 18th St. South
Suite 201
Birmingham, AL 35233
Office Phone: (205)490-2828
Cell Phone: (205)306-6579
Email: laura.hudson@retailstrategies.com

Robert Jolly, Principal

120 18th St. South
Suite 201
Birmingham, AL 35233
Office Phone: (205)314-0328
Cell Phone: (205)913-0276
Email: robert@retailstrategies.com

Chuck Branch, Principal

120 18th St. South
Suite 201
Birmingham, AL 35233
Office Phone: (205)304-0400
Cell Phone: (205)218-9652

C. BIOGRAPHIES



Lacy Beasley
VP OF BUSINESS DEVELOPMENT

Lacy serves as Vice President of Business Development. She has been involved in Retail Consulting across the Southeast for the past five years as the Municipality Consultant Director at The Shopping Center Group. Prior to her work with TSCG, Lacy was with the Dickson County Chamber of Commerce.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Lacy Beasley has served on the ICSC TN/KY Idea Exchange Committee, CCIM Economic Outlook Committee, and Economic Development Association of Alabama [EDAA] Retail Committee. She has spoken on retail trends and best practices in retail recruitment to the Tennessee Valley Authority, Alabama Certified Municipal Officials, Tennessee Economic Development Council, Tennessee League of Municipalities and other organizations.



Laura Hudson
BUSINESS DEVELOPMENT AND CLIENT MANAGEMENT

Laura graduated in 2005 from the University of Alabama, majoring in Fashion Retail and minoring in Marketing. In 2013, she received her Masters of Business Administration with a concentration in Entrepreneurship from Samford University. Laura's experience includes retail sales, market analysis, and real estate property management. Additionally, she is a licensed real estate salesperson, and is a member of the International Council of Shopping Centers.



Robert Jolly
PRINCIPAL

Robert Jolly co-founded Retail Strategies in 2011. Robert is also the President of Retail Specialists, Inc., which he helped co-found in 2005. As President and Qualifying Broker, he oversees all financial, development, and management aspects of Retail Specialists, Inc. During his time at RSI, he has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets throughout the Southeast.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc. and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the "Top 40 Under 40" in 2004, and "Who's Who of Commercial Real Estate" in 2005 and 2010.

Robert graduated from the University of Alabama majoring in marketing and english. He is a

member of the International Council of Shopping Centers, a life member of the Birmingham Association of Realtors "Million Dollar Sales Club" and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker's license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma.



Chuck Branch
PRINCIPAL

Chuck Branch is the Chief Executive Officer of Decision Data Resources, LLC and co-founded Retail Strategies in 2011. Chuck has spent the past ten years managing the development and implementation of large data and web-based GIS projects. His background includes consulting, project management and product implementation.

Chuck is a graduate of the University of Alabama with a bachelor's degree in accounting and marketing. He is a member of the International Council of Shopping Centers, a Board and Executive Committee member of the Mountain Brook Sports Corporation, a past board member of the University of Alabama Alumni Association and a past board member of the Mountain Brook Chamber of Commerce.

D. SUPPORTING TEAM BIOGRAPHIES

Mead Silsbee is the Vice-President and Chief Operating Officer of Retail Specialists, Inc., and co-founded Retail Strategies in 2011. In his role at Retail Specialists, Inc, he manages and coordinates all day to day operations, as well as oversees the operations of numerous investment and development projects.

Laura Marinos is the Research Coordinator at Retail Strategies and will be responsible for all research and market analysis. Laura's primary responsibilities are creating marketing materials, maps, aerials, and demographics reports. Laura also assist in data base management, client communication, advanced research and the organization of all digital media.

Amanda Beshears is the Director of Marketing for Retail Strategies. She specializes in GIS mapping, market research, market development plans, project coordination, and team operations. She is also responsible for the creation of site submittal packages including aerials, maps, flyers, and demographic reports.

Bill Hankins serves as Vice President of Business Development for Retail Strategies focusing on Corporate Development activities. His experience in real estate spans work in private equity, law and development. Prior to that, he served in an appointed position as a Special Assistant United States Attorney for the Department of Justice. Bill's work includes identifying and working with Retail Strategies commercial real estate and development partners.

Brooks Corr represents clients in the leasing and brokerage of retail properties around the Southeast. He has worked on all facets of transactions for various retail clients ranging from small entrepreneurs to multinational corporations to local and federal governments. Brooks has worked with city municipalities as a representative or consultant in their real estate matters such as land sales, attracting new retail development, and providing guidance to daily real estate decisions. Brooks has earned the coveted Certified Commercial Investment Member (CCIM) designation from the CCIM Institute. Additionally, he has been awarded the "Power Broker" honor for the last three consecutive years by the nation's leading commercial real estate information service, Costar.

Bill Clements represents clients in the leasing and brokerage of retail properties. Additionally, he negotiates leases and purchase contracts, assesses property and handles market and trade area

analysis. Bill is a member of the International Council of Shopping Centers, Birmingham Association of Realtors and in 2008 earned the Certified Commercial Investment Member (CCIM) designation.

Hamilton Huber joined Retail Strategies in 2013, coming from The Shopping Center Group where he served as a broker in leasing and selling retail space, gas stations, and convenient stores as well as working in the landlord service division concentrating on property management.

Todd Becker serves as Restaurant Specialist, providing restaurant research, strategic planning, and recruitment services for municipalities throughout the Southeast. Todd brings over 20 years of experience to the company with focus on restaurant site selection and franchise growth. His experience includes positions as a multi-unit controller, entrepreneur, franchisee, and working with and for franchisors. Since 2007, Todd has owned Restaurant Solutions, LLC, where he continues to provide financial and operational management to restaurants across the Southeast.

Brad Siegal serves as General Counsel and Project Manager for Retail Strategies. Brad provides legal assistance and oversight as the firm provides research, strategic planning, and retail recruitment services to municipal clients. Through his work with developers and municipalities, Brad has assisted and been involved with many city-assisted developments including public infrastructure assistance, municipal lease financing, and development agreement revenue sharing arrangements.

E. CLIENTS AND SUCCESS STORIES

Retail Strategies currently serves approximately sixty municipalities spanning eleven US states, providing retail market research, strategic planning and retail recruitment services. Below is a listing of municipalities for whom we are providing consulting services of similar size and scope.

Tullahoma, Tennessee

Project Overview: Providing market research, strategic planning, retail recruitment, and conference representation services to city.

Contact: Thom Robinson, Executive Director EDA (931.455.2282/trobenson@tullahomatn.gov)

Success Story:

Lacy Beasley, VP of Business Development, played an instrumental part in recruiting Joann's Fabric, Harbor Freight Tools, and Aspen Dental to the city of Tullahoma. Site selector for Joann's Fabric said this deal was only made possible because of Lacy and the information she provided him.

Tuscaloosa, Alabama

Project overview: Providing market research, strategic planning, retail recruitment, and conference representation services to city.

Contact: Jim Page, Chamber CEO (205.391.0552/jim@tuscaloosachamber.com)

Success Story:

Retail Strategies was engaged by the City of Tuscaloosa to assist with strategic planning, retail recruitment, and advising the city on zoning ordinances and incentive packages as the city continues to rebuild in the aftermath of the 2011 tornado. Our team was also selected as the listing agent for Midtown Village during its construction phase and has since worked with the owners to take the center to over 80% occupancy, signing anchors like Planet Fitness and Ulta.

LaGrange, Georgia

Project overview: Providing market research, strategic planning, retail recruitment, and conference representation services to city.

Contact: Page Este, LaGrange, Troup County Chamber of Commerce (706.884.8671/pestes@lagrangechamber.com)

Success Story:

Page Estes with the LaGrange/Troup County Chamber was approached by a Texas commercial real estate broker representing a local LaGrange shopping center. The broker was targeting a national pet store chain and needed the Chamber's help in providing research specific to the property. Ms. Estes contacted the city's retail consultant, Retail Strategies, regarding the request and within a couple of hours was able to

provide a pet store specific research reports. Within 30 days, PetSense agreed to open a 7,000 square foot store in a Publix anchored shopping center.

Jasper, Alabama

Project overview: Providing market research, strategic planning, retail recruitment, and conference representation services to city.

Contact: Linda Lewis, Chamber President (205.384.4571/linda@walkerchamber.us)

Success Story:

Longtime Brangus Steak House owner Lonnie Baxter announced to his staff last December that he was retiring and would close his restaurant by the end of the summer after 18 years. He turned to Linda Lewis, Executive Director of the Chamber of Commerce of Walker County, after reading in February that the local chamber had hired Birmingham-based Retail Strategies to market Jasper and Walker County. "Within three weeks of contacting Linda, I had a Letter of Intent in my hands." As part of the grand opening, the chamber's Lewis acknowledged Charles Branch and Todd Becker of Retail Strategies, which played a key role in brokering the restaurant deal.

Foley, Alabama

Project overview: Providing market research, strategic planning, retail recruitment, and conference representation services to city.

Contact: Jeff Rouzie, Economic Development Dir. (251.971.1467/ jrouzie@cityoffoley.org)

Success Story:

Retail Strategies research identified quick service restaurants as an opportunity in Foley, AL. Our Client Manager for this engagement reached out to Foosackly's, a restaurant chain based in the Mobile, AL area, about their interest in expanding the company's footprint to the City of Foley. The chicken finger restaurant is re-developing a former Arby's location on Highway 59 and is expected to hire 35 employees and open for business in early 2014.

HOUSEHOLD LEVEL DATA

Reports will be provided showing the number of households, value of households, rented vs. owned, median household value, projected value of households in five years and a variety of additional household information. Thematic maps will show the geographic pockets of household density and household values.

INSIGHT INTO RETAILERS' DECISION MAKING PROCESS

The Retail Strategies team tracks national trends per concept in sales volumes and retailer expansion and closure announcements. RS has paid subscriptions to multiple resources that provide retailers contact information, site selection criteria and preferred real estate. Most importantly, Retail Strategies has relationships with the brokers and the developers in Tennessee who bring retail/restaurant to the City. Retail Strategies is in conversations with the tenant representation team at The Shopping Center Group. In addition, please feel free to call Paul Schaffer (865) 470-9393, Keith Widmer (865) 588-1000, and/or David Ogle (865) 453-2348 to learn more about Lacy Beasley and her knowledge of the Spring Hill market.

PROPOSED FEE SCHEDULE

INITIAL ENGAGEMENT: THREE (3) YEARS

PRICING – YEAR 1

\$46,000

Deliverable will focus on all retail trade areas for the city of Spring Hill. Deliverables will include:

- Market & Retail GAP Analysis
- Consumer Attitude & Behavior Analysis
- Peer Identification & Analysis
- Catalog Available Properties
- Identification of Retail Prospects (Plus Continued Updating)
- Creation of Strategic Retail Recruitment Plan
- Representation at National and Regional Retail Real Estate Conferences
- Execution of Strategic Plan and Proactive Retail Recruitment
- Updates to Market Research Data

PRICING – YEARS 2 AND 3

\$28,000

Retail Strategies, for year two and three of the engagement, will provide updated research and on-demand research reports/analysis.

- Continued Updating of Strategic Retail Recruitment Plan
- Continued Updating of Retail Prospect List
- Continued Execution of Strategic Plan
- Updated Research and On-Demand Research Reports/Analysis
- Continued Representation at National and Regional Retail Real Estate Conferences

PRICING – YEAR 4 AND BEYOND

Retail Strategies' clients have the option, beginning in year four, to renew Retail Strategies services on an annual basis at the same cost as year three of the consulting engagement.

*As part of the execution of the Strategic Retail Recruitment Plan, Retail Strategies will proactively recruit retailers on Spring Hill's behalf. However, Retail Strategies does not guarantee the recruitment of any specific retailer or retail recruitment results as outcomes are outside of the firm's control. Retailers will make the final decision as to when, where, and in what manner they might locate in a community.

OPTIONAL ADDITIONAL CONSULTING SERVICES

Retail development in today's market, while improving from the downturn which occurred in the 2008-2011 period, requires much cooperation from all parties involved. Many new retail development projects show how this mutual partnership between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking retail, developers looking for new opportunities and retailers looking to grow in new markets which seemed a stretch in the past, are now happening thru this team effort.

In the past, when development economics did not seem to make sense, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously

overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, Retail Strategies believes the municipality needs to have a “seat” at the table initially in all new or re-development projects in their community. By making the municipality a “partner” in the development discussion, opportunities for creative assistance to bridge economic gaps can become deal makers versus deal breakers.

Each municipality in each state differs in the capability and method for providing assistance. Many development agreement alternatives exist to “bridge the gap” and deal with funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City develops city-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn previously economically difficult deals into new development projects. By creating a partnership with the municipality from the outset of a deal, more opportunities exist for new and exciting retail developments to occur.

**INCENTIVES CONSULTING FEES (ADD-ON OPTION)
\$10,000 PER PROJECT OR \$250/HOUR PLUS TRAVEL EXPENSES**

ADD-ON MARKETING SERVICES
SITE SPECIFIC MARKETING FLYERS \$1,500 PER SITE

Retail Strategies Sample Projects Info - Retail Strategies

Overview
Messages
To-Dos
Calendar
Writeboards
Files

Project overview & activity [New message](#) [New to-do list](#) [New event](#) [New file](#)

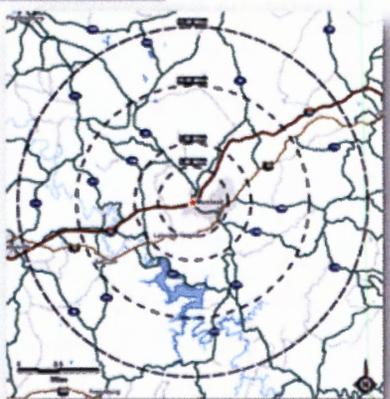
TUESDAY, 6 AUGUST 2013

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File		Madison Retail Market Analysis - Regional Retail Trade Area (Co...).docx	Uploaded by Charles B.
File		Madison Retail Market Analysis - 3.5,10 Mile Radius (Consumer B...).docx	Uploaded by Charles B.
File		Madison Retail Market Analysis - 3.5,10 Mile Radius (Consumer A...).docx	Uploaded by Charles B.
File		Irontale Strategic Plan.pdf	Uploaded by Charles B.
File		Pelham Retail Property Catalog.pptx	Uploaded by Charles B.
File		Madison Retail Market Analysis - Regional Retail Trade Area.docx	Uploaded by Charles B.
File		Madison Retail Market Analysis - 3.5,10 Mile Radius.docx	Uploaded by Charles B.
File		Hueytown - Major Retail - RS Zones.pdf	Uploaded by Charles B.
File		Hueytown - Major Retail.pdf	Uploaded by Charles B.

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MARKET ANALYSIS

DEMOGRAPHICS



- Detailed Demographic
- Age by Gender
- Age by Income
- Household Wealth
- Income and Disposable Income
- Socio-Economic
- Climate
- Weather Risk
- Environmental Hazard

TAPESTRY REPORTS

- Household Summary
- Population Summary
- Adult Summary
- Household Segment
- Population Segment
- Adult Segment

COMPARATIVE RETAIL SPENDING REPORTS

- Apparel
- Pet Supplies
- Furniture
- Restaurants



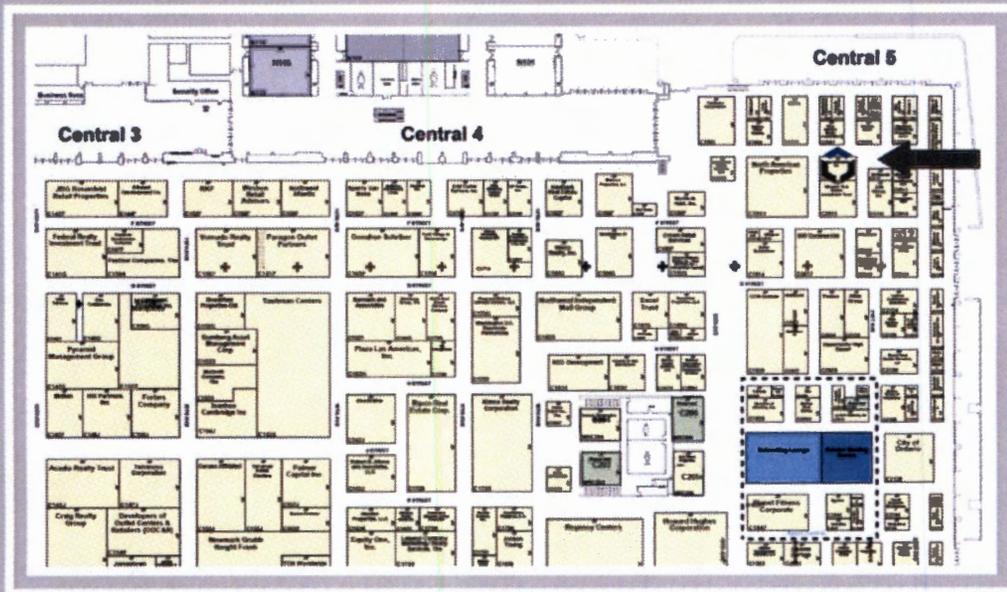
Basecamp

120 19th Street South Suite 201 Birmingham, Alabama 35233
www.retailstrategies.com (205) 314.0303

RETAIL STRATEGIES

ICSC RECON 2014

C2011, Central Hall



Las Vegas Convention Center

3150 Paradise Road
Las Vegas, Nevada 89109

May 18-20

Sunday: 12:00 pm - 5:00 pm

Monday: 8:00 am - 5:00 pm

Tuesday: 8:00 am - 5:00 pm



COME BY AND SEE US!