

**TOWN OF THOMPSON'S STATION, TENNESSEE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Contract No. 2023-1**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the Town of Thompson's Station, Tennessee, hereinafter referred to as the Town, and Randall Gross Development Economics hereinafter referred to as Consultant, who mutually agrees as follows:

**DECLARATIONS.** The Town desires to retain Consultant to provide professional services in connection with the Town's project hereinafter referenced as the Project. The Project is described as follows:

**Thompson's Station Economic Development Analysis**

1. SCOPE OF SERVICES. Consultant shall provide professional services, economic development, and related technical assistance for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as part of Attachment A an individual Fee Schedule and a Milestone Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicts terms and conditions.
4. Consultants shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in an amount not to exceed \$42,860.00 with Phase 1 to commence in the remainder of in FY 22-23 and Phase 2 to commence no earlier than the start of FY 23-24.

**The Board of Mayor and Aldermen approved this agreement on the 10 day of January 2023.**

## **TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **ARTICLE 1. SERVICES.** Consultant will:

- 1.1 Act for the Town in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry.
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the Town.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with the Town all Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his/her own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, so substitute for sub-consultants shall be allowed unless approved by the Town.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work. During this period, the records shall be available for review by the Town at all reasonable times.

### **ARTICLE 2. TOWN RESPONSIBILITIES.** The Town will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the Town.
- 2.2 *[This subsection intentionally deleted as it does not apply to this PSA/Consultant]*
- 2.3 Designate, in writing, the sole Project Manager to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

### **ARTICLE 3. GENERAL CONDITIONS.**

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge, or abrogate any of those duties, responsibilities, or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project action upon written instruction issued Consultant.
- 3.3 Neither the Town nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the Town and Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold the Town harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and the Town, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the Town or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

**ARTICLE 4. TERMINATION BY THE TOWN.** The Town may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 Termination for Convenience. The Town may, when in the interests of the Town, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the Town. The Town shall give written notice of such termination to Consultant specifying when termination becomes effective. Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and Consultant shall stop work when such termination becomes effective. Consultant shall transfer title and deliver to the Town such completed or partially completed work and materials, equipment, parts, fixtures, information, and Contract rights as the Consultant has in its possession or control. When terminated for convenience, Consultant shall be compensated, as follows:
- (1) Consultant shall submit a termination claim to the Town specifying the amounts due because of the termination for convenience together with costs, pricing, or other dated required by the Town.
  - (2) The Town and Consultant may agree to compensation, if any, due to the Consultant hereunder.
  - (3) Absent agreement to the amount due to Consultant, the Town shall pay Consultant the following amounts:
    - (a) Contract costs for labor, materials, equipment, and other services accepted under this Agreement.
    - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Consultant would not have profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or

included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

The total sum to be paid to Consultant under this Section shall not exceed the Agreement Price, as properly adjusted, reduced by the amounts of payments otherwise made, and shall in no event included duplication of payment.

- 4.2 Termination for Cause. If Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or property equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the Town, in addition to any other rights it may have against Consultant or others, may terminate the performance of Consultant, in whole or in part at the Town's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Town of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Town, such remainder shall be paid to the Consultant. Otherwise, Consultant shall pay and make whole the Town for such cost. This obligation shall survive the termination of the Agreement.

In the event the employment of Consultant is terminated by the Town for cause pursuant to this Section, and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The Town may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of funds, and such termination shall be on the Terms of Section 4.1.
- 4.4 The Town's rights under this Section shall be in addition to those contained elsewhere herein or as provided by law.

**ARTICLE 5. SCOPE OF SERVICES.** Consultant shall provide the Services as described in Attachment A Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 *[This subsection intentionally deleted as it does not apply to this PSA/Consultant]*

**ARTICLE 6. SCHEDULE.**

- 6.1 TIME IS OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, Consultant shall have prepared and submitted for approval to the Town a Milestone Schedule for completion of the Project that details various stages/tasks of

the Services, as outlined in the Scope of Services. Consultant shall submit and obtain the Town's approval for any proposed changes to the logic, durations, sequences, or timing of tasks, as approved in the Completion Schedule.

- 6.3 **FORCE MAJEURE.** Neither part will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may, by written notice to the other, terminate the Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the federal or state government or any of their departments, agencies, or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

#### **ARTICLE 7. USE OF DOCUMENTS AND DATA.**

- 7.1 All Documents, including, but not limited to reports, drawings, renderings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the project. The Town shall retain ownership and property interest therein, whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** The Town maintains all rights to data systems and data (including derivative or hidden data, such as metadata) created and used by Consultant through information supplied to the Consultant by the Town.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** The Town may be required to disclose documents or data under federal or state law. The Town shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, email, or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless the Town for any claims by third parties relating thereto or arising out of (i) the Town's failure to disclose such documents or information required to be disclosed by law, or (ii) the Town's release of documents as a result of the Town's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or other proprietary information, provided that the Town impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and any sub-consultant(s) grant the Town a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or sub-consultant(s) possess to any drawings, renderings, details, specifications, documents, and other information created before each of their first involvement with the project and subsequently incorporated into the Project's documents. Town-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by the Town

shall be used by Consultant only for the Project, as herein described. The Town's posting or publication of such documents created by Consultant for the Town shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by the Town are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to the Town are only for the convenience of the Town, unless delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the Town.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this project.
- 7.6 The Town may make and retain copies of Documents for information and reference in connection with use on the Project by the Town or the authorized representative. Such Documents are not intended or represented to be suitable for reuse by the Town or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at the Town's sole risk without liability or legal exposure to Consultant or sub-consultant(s).
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern, unless the Town provides authorization and acceptance of the change in writing.
- 7.8 Any verification or adaptation of the Documents for extension of the Project or for any other project will entitle Consultant to further compensation at rates agreed upon by the Town and Consultant.

#### **ARTICLE 8. INSURANCE.**

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
  - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c) *[This subsection intentionally deleted as it does not apply to this PSA/Consultant]*
  - d) *[This subsection intentionally deleted as it does not apply to this PSA/Consultant]*
- 8.2 Consultant shall add the Town as an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish the Town certificates of insurance, which shall include a provision that such insurance shall not be cancelled without at least thirty (30) days written notice to the Town.

- 8.4 No insurance, of whatever kind or type, is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. The Town agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as the Town deems adequate to indemnify the Town, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with the Project requirements.

#### **ARTICLE 9. PAYMENT.**

- 9.1 The Town will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly, as agreed to at the Project Kickoff. Invoices shall be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The Town shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including Town authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

#### **ARTICLE 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the Town and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability, or marital status. The Town and Consultant will take affirmative action to ensure that the contractor uses for the Project does not discriminate against any employee and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1969.** The Town and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1946 (45U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD-PARTY RIGHTS CREATED.** Town and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of the Town and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY WAIVER.** Town reserves all rights afforded to local governments under law for all general and implies warranties. The Town does not waive any rights

it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

**ARTICLE 11. EXTENT OF AGREEMENT.**

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to the state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between the Town and Consultants for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only be written instrument signed by the Town and Consultant.

**ARTICLE 12. DISPUTE RESOLUTION, BREACH.**

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable timeframe after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

**ARTICLE 13. SURVIVAL.**

The provisions contained in this Professional Services shall survive the completion of or any termination of the Agreement, contract, or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: \_\_\_\_\_  
Consultant's Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Brian Stover

Mayor

Date: \_\_\_\_\_



**APPROVED AS TO FORM:**

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**Town Attorney**

**Attachment A**  
**Scope of Work & Fee**

## SCOPE OF WORK

# ***Thompson's Station*** **Economic Development Analysis**

### **Phase 1. CURRENT CONDITIONS, TRENDS, AND ECONOMIC OPPORTUNITIES**

1. **Economic & Fiscal Base (Conditions) Assessment.** Conduct a document review, including past plans and strategies as well as recent comprehensive planning documentation. Conduct an analysis of existing economic conditions and trends (employment, demographics, labor force, etc. within the local and regional context), business assets and infrastructure, local and county economic development organization structure and support, marketing efforts, tourism development, budget/projections and fiscal structure, regulatory policies and business support, and other factors relating to the existing economic & fiscal base and economic development marketing in the Town of Thompson's Station. The impact of COVID-19 on local business would be assessed within the national context of the pandemic.
2. **Development Sites.**
  - a) **Development Site Opportunities.** Conduct an analysis of development and/or redevelopment sites to identify opportunities for commercial and other development that would help increase and ensure balance in the Town's tax base. The fiscal analysis in Task 1 would help identify strengths or weaknesses that could be addressed in part through real estate and economic development policies.
  - b) **Office Market Analysis** will be conducted to forecast development potential by type of office-based business within the competitive context and provide specific recommendations for business recruitment, marketing, and development. RGDE forecasts office development potentials through a comprehensive economic analysis. The basic scope for the market analysis would include the following elements:
    - i. Inventory and Existing Market Conditions Assessment
    - ii. Business Interviews & Operational Assessment
    - iii. Office Market Area & Niche Market Definition
    - iv. Market Area Economic and Demographic Trends and Forecasts
    - v. Market Area Demand Forecasts
    - vi. Competitive Context Analysis

- vii. Development Potential Forecasts in Sales and Square Feet by Specific Business Category (Type of Tenant)
  - viii. Recommended Development and Tenanting Mix as a Basis for Development Planning and Business Recruitment
3. **SWOT Analysis & Opportunities Assessment.** Conduct a SWOT analysis to assess the overall competitiveness of the Town for various types of business development. Based on the Retail and Office Market Analysis, development potentials would be forecasted to determine the specific real estate and business development potentials. Further analysis would be conducted through a target industry analysis to identify the appropriate targeted growth sector and industry opportunities for Thompson's Station that build on the town's competitive strengths and growth opportunities while also aligning with the community's sensitivities regarding heritage conservation and quality of life.
- a) Real Estate Potentials.** As noted above, real estate development potentials would be identified based on the opportunities assessment in Task 2(a) and on the real estate market analyses conducted in Task 2(b).
- b) Target Industry Analysis.** Conduct an analysis of the Town's competitive advantages for various industries, existing industry clusters and concentrations, assets and market base, industry growth projections, and other inputs. Identify potential industries for economic development target marketing and business recruitment, with a focus on sensitive economic & tourism development, strengthening the town center, creating and enhancing high-quality commercial environments, and leveraging entrepreneurial development. Inputs will also be generated through individual interviews with representatives of selected businesses, sector-specific focus groups, and a survey of area businesses.
- c) Economic Development Visioning.** Facilitate economic development focus groups and visioning sessions with key stakeholders and strategic leadership to define primary goals and objectives and to develop a vision for how Thompson's Station can and should meet these objectives. RGDE would also meet with individual elected officials and/or stakeholders as part of this engagement process.
4. **Differentiation Factors.** The Target Industry Analysis and community visioning, above, will help identify factors that differentiate Thompson's Station as part of the effort to determine the Town's competitive advantages. Historical and physical context, natural environment, and other factors will also be considered in differentiating the community.
5. **Interjurisdictional Differentiation.** Information gleaned from the previous tasks including Task 4 will be used in part to analyze and identify opportunities for branding and establishing differentiation between Thompson's Station and surrounding communities.

6. **Presentation of Findings.** Findings from the aforementioned analyses, visioning, surveys, and other inputs will be presented as indicated to Town leadership and other key stakeholders as warranted. Ultimately, the findings will indicate not only existing conditions, strengths and challenges, but will also identify competitive advantages and target opportunities for economic development, differentiation, and community enhancement.

## **Phase 2. COMMERCIAL POTENTIAL & ECON. DEVELOPMENT STRATEGY**

Phase 2 would include a retail/commercial market analysis and would develop strategic recommendations for economic development, including business retention and recruitment, financing and leveraging, labor force development, sites and asset development, differentiation, branding, and other aspects of economic development marketing as follows.

1. **Retail/Commercial Market Analysis.** The purpose would be to define the town's future potential for retail and commercial development, identify appropriate locations for growth and development to help inform planning efforts, and identify prospective business development and marketing targets.
  - a. Inventory and Existing Market Conditions Assessment
  - b. Business Interviews & Operational Assessment
  - c. Retail Trade Area & Niche Market Definition
  - d. Trade Area Economic and Demographic Trends and Forecasts
  - e. Trade Area Demand Forecasts
  - f. Tourism Flow Assessment
  - g. Competitive Context Analysis
  - h. Development Potential Forecasts in Sales and Square Feet by Specific Business Category (Type of Tenant)
  - i. Recommended Development and Tenanting Mix as a Basis for Development Planning and Business Recruitment
2. **Economic Development Strategy.** The economic development strategic plan would include various elements that respond to the opportunities, challenges, and needs of the community. Ultimately, strategies will respond to key goals and objectives defined in Phase 1 of this work. One example may relate to the need for creating high-quality jobs in town to help reduce the need for and volume of commutation to Cool Springs or other employment nodes in the region, thereby enhancing the quality of life for Thompson's Station residents.
  - a. **Targeting and Recruitment.** A key element of the Economic Development Strategy will be detailed recommendations for business development, strengthening or enhancing the town center, establishing strong commercial/mixed-use nodes that enhance the tax base, and building on Thompson's Station's heritage and sense of place to market and differentiate the community. RGDE would also conduct outreach to prospective target businesses within the key sectors to discuss market or other findings and probe location requirements for targeted sites. Such information can then be addressed in specific strategies (sites, leveraging, etc.) for recruiting target businesses.

- b. **Real Estate & Amenity Asset Development.** Thompson's Station has a strong set of existing community assets, and the strategic plan will identify specific approaches for building on existing assets and creating new ones that enhance the quality of life and the business environment, and therefore the competitiveness, of Thompson's Station for attracting business. Such strategies are likely to address approaches for leveraging specific sites for targeted development. The strategies would also propose approaches for enhancing amenity value (housing, heritage and recreational amenities, rural lifestyle), infrastructure, and development or programs that would enhance the town's offering and increase its competitiveness.
- c. **Labor Force Development.** Cities and regions are competing to a great extent on the availability of a quality workforce. This factor will become even more important in the future. Thompson's Station is one part of a much larger labor market of more than one million people. So, businesses throughout the region can potentially access that labor force. Elements of Thompson's Station's labor force development strategy are likely to address its ability to provide the following:
  - i. Housing and a high quality of life (addressed in part in the previous task) to attract or retain management and workers at various levels,
  - ii. Access to higher education resources for a broad spectrum of workers,
  - iii. Technology and resources to support home offices (likely a continuing trend post-COVID), prospectively important to a community like Thompson's Station,
  - iv. Networking opportunities within key business sectors (as identified above),
  - v. Partnerships with public schools to ensure a pipeline for the local labor force and others.
- d. **Branding and Identity.** Identifying Thompson's Station's unique characteristics within the region and focusing on the town's strengths will be important aspects of developing a marketing strategy that builds on current efforts. Marketing efforts would coincide and align with efforts to differentiate the community physically. Communicating the importance of strategic economic development planning would be a part of the engagement process as well as the strategy itself.
- e. **Financing and Leveraging.** Opportunities will be identified for Thompson's Station to leverage the type of economic activities and development that meet its objectives through financing and incentive programs, in addition to programs that already exist at the state and federal level; policies and programs will be identified that could be established to achieve local aims including efforts to enhance and preserve local lifestyle and heritage.
- f. **Implementation Action Plan.** An implementation plan will be developed that includes specific actions and assigns them a timetable, responsible implementing agency, indicative cost, and sources of funding.

3. **Written Report.** Create a written report with all findings and recommendations, and present key strategies as appropriate to stakeholders and/or leadership in an appropriate venue and format (above and beyond the presentation of findings in Phase 2).

## BUDGET

The budget for this work has been disaggregated into the two phases outlined in the Scope of Work. Phase 1 would have a total budget of **\$24,830**, while Phase 2 would have a prospective budget\* of **\$18,030**. These budgets include all expenses (primarily for purchase of data). Because Thompson's Station is part of the Nashville MSA, travel expenses are limited. \*Depending on Phase 2 contract date.

PROPOSED BUDGET			
	Phase / Task	Hours	Fee
Ph 1	<b>Conditions &amp; ED Opportunities</b>	<b>218</b>	<b>\$ 24,830</b>
1	Econ/Fiscal Base	24	\$ 2,640
2a	Dev Sites Opportunities	16	\$ 1,760
2b	Office or Ind. Market Analysis	88	\$ 9,680
3	SWOT & Opportunities	68	\$ 7,480
4	Differentiation Analysis	7	\$ 770
5	Differentiation Opportunities	5	\$ 550
6	Presentation-Findings	10	\$ 1,100
	<i>Data/Expenses</i>		\$ 850
Ph 2	<b>Retail &amp; ED Strategic Plan</b>	<b>163</b>	<b>\$ 18,030</b>
1	Retail/Comm. Market Analysis	72	\$ 7,920
2	Targeting & Recruitment	19	\$ 2,090
3	RE & Asset Development	18	\$ 1,980
4	Labor Force	16	\$ 1,760
5	Identity/Differentiation	6	\$ 660
6	Financing/Leveraging	8	\$ 880
7	Action Plan	6	\$ 660
8	Report & Presentation	18	\$ 1,980
	<i>Data/Expenses</i>		\$ 100
	<b>TOTAL BUDGET</b>	<b>381</b>	<b>\$ 42,860</b>