



# CITY OF MANSFIELD

Economic Development  
301 South Main Street,  
Suite 100  
Mansfield, TX 76063  
[www.mansfield-texas.com](http://www.mansfield-texas.com)

## Meeting Agenda

### Mansfield Economic Development Corporation

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Tuesday, November 2, 2021

5:30 PM

City Hall - Council Chambers

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1. **CALL MEETING TO ORDER**

2. **PUBLIC COMMENTS**

*Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Please refrain from "personal criticisms."*

*In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a blue or yellow "appearance card" located at the entry to the city council chambers and present it to the board president.*

3. **APPROVAL OF MINUTES**

[21-4348](#)

Approval of Regular Meeting Minutes for October 5, 2021

**Attachments:** [MeetingMinutes 10-5-2021.pdf](#)

4. **FINANCIALS**

[21-4351](#)

Presentation of Monthly Financial Report For Period Ending 9/30/21 and Annual Cash Flow Statement

**Attachments:** [MEDC Cash Report 09-30-2021](#)  
[Cash Flow 10-1-2021](#)

5. **RECESS INTO EXECUTIVE SESSION**

*Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.*

A. **ADVICE FROM ITS ATTORNEY**

*Pursuant to Sec. 551.071 of the Texas Government code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law. In addition the Board may convene in executive session to discuss the following:*

1. **Pending or contemplated litigation or a settlement offer including:**

2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter.

**B. REAL ESTATE DELIBERATION**

*Pursuant to Sec. 551.072, deliberation regarding the purchase, exchange, lease or value of real property.*

**C. PERSONNEL MATTERS**

*Pursuant to Sec. 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.*

**D. SECURITY DEVICES**

*Pursuant to Sec. 551.076, deliberation regarding security personnel or devices.*

**E. ECONOMIC DEVELOPMENT**

*Pursuant to Sec. 551.087, deliberation regarding Economic Development Negotiations including (1) discussion or deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; OR (2) deliberation of a financial or other incentive to a business prospect described in (1) above.*

**F. CRITICAL INFRASTRUCTURE**

*Pursuant to Sec. 418.183(f) of the Texas Government Code (Texas Disaster Act) regarding critical infrastructure.*

**6. RECONVENE INTO REGULAR SESSION**

**7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION**

**8. OLD BUSINESS**

**9. NEW BUSINESS**

[21-4358](#) Election of MEDC Board Officers

[21-4371](#) Board Discussion and Possible Action on a Request to Fund \$950,000 in Improvements for Britton Road, Lone Star Road and S. 2nd Avenue

**Attachments:** [PROPOSED ASPHALT ROADWAY WORK \(1\).pdf](#)  
[PROPOSED ASPHALT ROADWAY WORK2.pdf](#)

[21-4362](#) Board Discussion and Possible Action Regarding Approval of Funding for Professional Services Contract With The Retail Coach, LLC

Attachments: [MEDC Retail Coach, LLC PSA.pdf](#)

10. **BOARD MEMBER COMMENTS**

11. **STAFF COMMENTS**

12. **ADJOURNMENT**

**CERTIFICATION**

I certify that the above agenda was posted on the bulletin board next to the main entrance of the City Hall building, 1200 East Broad Street, of the City of Mansfield, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Friday, October 29, 2021, and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting, in accordance with the Chapter 551 of the Texas Government Code.

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MEDC Staff

Approved as to form



# CITY OF MANSFIELD

1200 E. Broad St.  
Mansfield, TX 76063  
mansfieldtexas.gov

## STAFF REPORT

File Number: 21-4348

**Agenda Date:** 11/2/2021

**Version:** 1

**Status:** Approval of Minutes

**In Control:** Mansfield Economic Development Corporation

**File Type:** Meeting Minutes

### Title

Approval of Regular Meeting Minutes for October 5, 2021

### Requested Action

Approval of Regular Meeting Minutes for October 5, 2021

### Recommendation

Approval of Regular Meeting Minutes for October 5, 2021

### Description/History

N/A

### Justification

N/A

### Funding Source

N/A

### Prepared By

Natalie Phelps, MEDC



# CITY OF MANSFIELD

Economic Development  
301 South Main Street,  
Suite 100  
Mansfield, TX 76063  
www.mansfield-texas.com

## Meeting Minutes

### Mansfield Economic Development Corporation

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Tuesday, October 5, 2021

5:30 PM

MEDC Office - 301 S. Main Street

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#### 1. CALL MEETING TO ORDER

*The meeting was called to order by Larry Klos at 5:30 pm.*

**Absent** 1 - Drew Spaulding

**Present** 6 - Larry Klos; Selim Fiagome; David Godin; William Vivoni; Nicole Zaitoon and Michael Fee

#### 2. PUBLIC COMMENTS

*There were no comments.*

#### 3. APPROVAL OF MINUTES

[21-4295](#)

Approval of Regular Meeting Minutes for September 7, 2021

**David Godin made the motion to approve the regular meeting minutes of September 7, 2021. Seconded by Selim Fiagome. The motion carried by the following vote:**

**Aye:** 6 - Larry Klos; Selim Fiagome; David Godin; William Vivoni; Nicole Zaitoon and Michael Fee

**Nay:** 0

**Absent:** 1 - Drew Spaulding

**Abstain:** 0

#### 4. FINANCIALS

[21-4298](#)

Presentation of Monthly Financial Report for Period Ending 8/31/2021

*There were no comments.*

#### 5. RECESS INTO EXECUTIVE SESSION

*The meeting recessed into executive session at 5:30 pm.*

**Present** 7 - Larry Klos; Selim Fiagome; David Godin; William Vivoni; Nicole Zaitoon; Drew Spaulding and Michael Fee

**A. ADVICE FROM ITS ATTORNEY**

Consultation with Board attorney regarding Development Corporation Act, Conflicts of Interest, Public Information Act, and Open Meetings Act

**1. Pending or contemplated litigation or a settlement offer including:**

**2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter.**

**B. REAL ESTATE DELIBERATION**

**C. PERSONNEL MATTERS**

**D. SECURITY DEVICES**

**E. ECONOMIC DEVELOPMENT**

1. Staff Update and Board Discussion Regarding Project 21-31, Proposed Expansion of Existing Industrial Business

**F. CRITICAL INFRASTRUCTURE**

**6. RECONVENE INTO REGULAR SESSION**

*The meeting reconvened into regular session at 6:06 pm.*

**7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION**

David Godin made the motion to approve the incentive request for Project 21-31 to assist with drainage improvements not to exceed \$683,250 split into two payments. Seconded by Selim Fiagome. The motion carried by the following vote:

**Aye:** 7 - Larry Klos; Selim Fiagome; David Godin; William Vivoni; Nicole Zaitoon; Drew Spaulding and Michael Fee

**Nay:** 0

**Abstain:** 0

**8. OLD BUSINESS**

**9. NEW BUSINESS**

10. **BOARD MEMBER COMMENTS**

*There were no comments.*

11. **STAFF COMMENTS**

*Richard Nevins welcomed new board members Drew Spaulding and Michael Fee.*

*Richard Nevins advised the Board of the Joint Council Meeting scheduled for October 26, 2021 to be held at Living Church. More information will be sent as it becomes available.*

*Officer Elections will be voted on at the next regularly scheduled meeting. Photos will also be taken at that time as well.*

12. **ADJOURNMENT**

*Larry Klos adjourned the meeting at 6:08 pm.*

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**Larry Klos, President**



# CITY OF MANSFIELD

1200 E. Broad St.  
Mansfield, TX 76063  
mansfieldtexas.gov

## STAFF REPORT

File Number: 21-4351

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**Agenda Date:** 11/2/2021

**Version:** 1

**Status:** To Be Presented

**In Control:** Mansfield Economic Development Corporation

**File Type:** Financials

### **Title**

Presentation of Monthly Financial Report For Period Ending 9/30/21 and Annual Cash Flow Statement

### **Requested Action**

Information only

### **Recommendation**

Information only

### **Description/History**

Presentation of Monthly Financial Report For Period Ending 9/30/21 and Annual Cash Flow Statement

### **Justification**

N/A

### **Funding Source**

4A

### **Prepared By**

Richard Nevins, Director Economic Development, 817-728-3652



**Mansfield Economic Development Corporation**  
**Period Ending September 30, 2021**

Beginning Cash Balance 9-01-2021 **\$7,434,606**

**Revenue:**

Sales Tax Revenue	\$692,474
Interest Income	\$10
Total Monthly Revenue	<b>\$692,484</b>

Adjusted Cash Balance	<b>\$8,127,090</b>
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**Operating Expenses:**

Administration	\$61,609
Promotions	\$5,000
Retention	\$0
Workforce Development	\$0
Total Operating Expenditures	<b>\$66,609</b>

**Debt Expense**

<b>Debt Service Payment</b>	<b>\$0</b>
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**Project Expenditures:**

Kimball Property	<u>\$95</u>
	<b>\$95</b>

Total Monthly Expenditures	<b>\$66,704</b>
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Ending Cash Balance 8-31-2021	<b>\$8,060,386</b>
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MIBP Construction Fund Remaining Balance \$77,992

<b>Total Cash</b>	<b>\$8,138,378</b>
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**Debt Expense**

<b>New Annual Total Debt Service - FY21</b>	<b>\$2,663,484</b>
(January and August)	

<b>Remaining Principal Debt Balance</b>	<b>\$23,430,000</b>
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MEDC 10 Year Cash Flow  
Worksheet

	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-2027	FY2027-2028	FY2028-2029	FY2029-2030	FY2030-2031
Beginning cash balance 10/1	\$8,060,386	\$7,769,323	\$9,597,930	\$13,794,561	\$19,384,117	\$25,720,116	\$30,992,426	\$38,215,223	\$45,919,234	\$52,631,842
Sales Tax Revenue	7,475,803	7,849,593	8,242,073	8,654,176	9,086,885	9,541,230	10,018,291	10,519,206	11,045,166	11,597,424
Sale of Land - Mansfield International BP	-	-	-	-	-	-	-	-	-	-
Sale of Land - Regency / Heritage	-	-	-	-	-	-	-	-	-	-
Total Cash Available	\$15,536,189	\$15,618,916	\$17,840,003	\$22,448,737	\$28,471,002	\$35,261,345	\$41,010,717	\$48,734,428	\$56,964,400	\$64,229,266
Operations	731,959	750,258	769,014	788,240	807,946	828,144	848,848	870,069	891,821	914,116
Debt Service	2,660,857	2,653,848	2,660,028	1,676,730	1,676,541	1,674,375	1,680,246	1,678,725	1,674,337	1,674,337
Other	266,400	266,400	266,400	266,400	266,400	266,400	266,400	266,400	266,400	266,400

Outstanding Project Commitments:

SELLMARK	\$133,650									
MOUSER ELECTRONICS			\$350,000	\$333,250						
Hoffman Cabinets	\$194,000									
Leon Capital (Market Street)	\$315,000									
Straumann	\$2,000,000	\$500,000				\$1,500,000			\$1,500,000	\$1,500,000
TMI Orthopedic Sports Medicine	\$350,000									
American Carton Company	\$350,000									
Don Lee Farms	\$250,000	\$350,000								
Sellmark Spec		\$675,480								
Carlos Coll Spec		\$325,000								
Klein Tools Homebuyer Incentive	\$15,000									
Klein Tools Incentive Payment	\$500,000	\$500,000								
Total Outstanding Project Commitments	\$4,107,650	\$2,350,480	\$350,000	\$333,250	\$0	\$1,500,000	\$0	\$0	\$1,500,000	\$1,500,000
Total Expenditures	\$7,766,866	\$6,020,986	\$4,045,442	\$3,064,620	\$2,750,887	\$4,268,919	\$2,795,494	\$2,815,194	\$4,332,558	\$4,354,853

ENDING CASH BALANCE	\$7,769,323	\$9,597,930	\$13,794,561	\$19,384,117	\$25,720,116	\$30,992,426	\$38,215,223	\$45,919,234	\$52,631,842	\$59,874,413
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25% Cash Reserve Policy	\$1,962,398	\$2,060,518	\$2,163,544	\$2,271,721	\$2,385,307	\$2,504,573	\$2,629,801	\$2,761,291	\$3,451,614	\$4,314,518
Debt Ratio	2.40	2.52	2.53	2.65	4.07	4.27	4.71	4.71	4.95	5.19



# CITY OF MANSFIELD

1200 E. Broad St.  
Mansfield, TX 76063  
mansfieldtexas.gov

## STAFF REPORT

File Number: 21-4358

**Agenda Date:** 11/2/2021

**Version:** 1

**Status:** New Business

**In Control:** Mansfield Economic Development Corporation

**File Type:** Discussion Item

### Title

Election of MEDC Board Officers

### Requested Action

Elect MEDC Board Officers

### Recommendation

Elect MEDC Board Officers

### Description/History

Current board positions are listed below. Please review and bring your recommendations to the November 2, 2021 meeting for election of officers.

Current Board Members and Positions:

- Larry Klos, President
- *Vacant, Vice President*
- David Godin, Secretary
- Selim Fiagome
- Nicole Zaitoon
- William Vivoni
- Michael Fee
- Drew Spaulding

### Justification

N/A

### Funding Source

N/A

### Prepared By

Natalie Phelps, MEDC



# CITY OF MANSFIELD

1200 E. Broad St.  
Mansfield, TX 76063  
mansfieldtexas.gov

## STAFF REPORT

File Number: 21-4371

**Agenda Date:** 11/2/2021

**Version:** 1

**Status:** New Business

**In Control:** Mansfield Economic Development Corporation

**File Type:** Discussion Item

**Agenda Number:**

**Title**

Board Discussion and Possible Action on a Request to Fund \$950,000 in Improvements to Britton Road, Lone Star Road and S. 2nd Avenue

**Requested Action**

Approval of \$950,000 in funding for improvements to Britton Road, Lone Star Road and S. 2nd Avenue

**Recommendation**

Approval of \$950,000 in funding for improvements to Britton Road, Lone Star Road and S. 2nd Avenue

**Description/History**

Britton Road from Holland Road to Heritage Parkway has recently deteriorated to the point where the asphalt has turned into gravel. The deterioration is due to the cold winter and heavy concrete truck traffic. This road serves several businesses along Britton Road and is an east-west route to SH 360 and FM 661. The roadway is beyond regular maintenance and is in need of rebuilding. In addition, Lone Star Road from Heritage Parkway to SH 360 is also in very poor condition and is in need of substantial asphalt work. The property around this section of Lone Star Road is expected to develop in the next few years and the expectation is that Lone Star Road will be reconstructed as a divided concrete boulevard at that time. In order to keep the road passable for the next few years, this roadway will be treated to a 2" asphalt overlay and a level-up to fill in the low areas. The city uses an Interlocal Agreement with the City of Grand Prairie to contract with Reynolds Asphalt for asphalt work. Through this Interlocal agreement the estimated cost to rebuild Britton Road and to perform the asphalt overlay on Lone Star Road is \$667,693.50.

South 2nd Avenue from Klein Tools Boulevard to Industrial Boulevard has several areas where the asphalt pavement has rutted and is beginning to separate. This roadway carries a very high volume of traffic to and from the industrial district. The public works department has received numerous complaints concerning the current pavement condition. To improve this roadway, asphalt level-ups along with a 2" mill and overlay will be performed at various locations along S. 2nd. The estimated cost of these improvements is \$282,306.50 SEE ATTACHED MAPS.

The requested amount for all of these three improvements is \$950,000.

**Justification**

These road improvements will facilitate future commercial development and enhance current roadway conditions.

**Funding Source**

4A

**Prepared By**

Richard Nevins, Director Economic Development, 817-728-3652

# PROPOSED ASPHALT ROADWAY WORK (MEDC FUNDING)

**ASPHALT  
REBUILD**

**ASPHALT  
OVERLAY &  
LEVEL UP**



# PROPOSED ASPHALT ROADWAY WORK (MEDC FUNDING)

ASPHALT OVERLAY  
& LEVEL UP  
(VARIOUS LOCATIONS)





# CITY OF MANSFIELD

1200 E. Broad St.  
Mansfield, TX 76063  
mansfieldtexas.gov

## STAFF REPORT

File Number: 21-4362

**Agenda Date:** 11/2/2021

**Version:** 1

**Status:** New Business

**In Control:** Mansfield Economic Development Corporation

**File Type:** Discussion Item

**Agenda Number:**

**Title**

Board Discussion and Possible Action Regarding Approval of Funding for Professional Services Contract With The Retail Coach, LLC

**Requested Action**

Consider approving funding of \$40,000 for professional services contract with The Retail Coach, LLC

**Recommendation**

Approval of funding of \$40,000 for professional services contract with The Retail Coach, LLC

**Description/History**

MEDC would like to engage The Retail Coach, LLC to assist with recruiting desired retail development to the City of Mansfield.

**Justification**

The services provided by The Retail Coach, LLC will assist MEDC in attracting the "next level" retailers. The Retail Coach currently provides MEDC with the annual demographic report and semi-annual traffic counts that are published on the MEDC website. Staff recommends approving \$40,000 to fund the professional services contract with The Retail Coach, LLC

**Funding Source**

4A

**Prepared By**

Richard Nevins, Director Economic Development, 817-728-3652



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the City of Mansfield (“Client”) and The Retail Coach, LLC, a Mississippi limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

### RECITALS:

**WHEREAS**, Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist Client in creating a Retail Recruitment and Development Strategy (the “Project”); and

**WHEREAS**, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

### Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

### **Article III Schedule of Work**

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

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of forty one thousand dollars (\$41,000).

### **Article V Devotion of Time; Personnel; and Equipment**

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

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

### **Article VI Miscellaneous**

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

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

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

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

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for Client:

Joe Smolinski  
City Manager  
City of Mansfield  
1200 E. Broad St.  
Mansfield, Texas 76063

If intended for Professional:

Attn: Aaron Farmer  
The Retail Coach, LLC PO  
Box 7272  
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00

per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

6.10 Indemnification. Client SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST Client, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "Client") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF Client OR BREACH OF SEDC'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS Client FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE Client, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY Client ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS

SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

*[Signature Page to Follow]*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Mansfield**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this 15th day of October, 2021.

**The Retail Coach, LLC**

By: Aaron B. Farmer  
Name: Aaron Farmer  
Title: President

## EXHIBIT A



October 2021

EXHIBIT A:

# Retail Recruitment and Development Strategy

## Contents

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Project Timeline and Pricing	16
Optional Contract Extensions	17



**Prepared for:**  
Mansfield, Texas

**Prepared by:**  
**Aaron Farmer** | President  
[afarmer@theretailcoach.net](mailto:afarmer@theretailcoach.net)  
(662) 231-0608



Who We Are

# Your Retail Partner

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

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

<p>PROVEN RESULTS</p> <p><b>5+ million</b></p> <p>Square feet of new retail space recruited to client communities in the past five years</p>
<p><b>\$600 million</b></p> <p>Additional sales tax dollars generated in client communities in the past five years</p>
<p><b>600+</b></p> <p>Communities throughout the United States have trusted The Retail Coach with their retail recruitment efforts</p>



OUR TEAM

# Experts You Can Trust

Our team has more than 50 years of combined experience in retail recruitment and development. We pride ourselves on being consultants and not brokers. We only do what is in the best interest of our client communities and their future retail growth.

## Mansfield Project Team



**Kelly Cofer, CCIM**  
Founder & CEO



**Aaron Farmer**  
President



**Austin Farmer**  
Project Director



**Charles Parker**  
Project Director



**Nancy Dees**  
Finance Director



**Matthew Lautensack**  
Director of Research  
& Development



**Caroline Hearnberger**  
Retail Recruitment  
Specialist



**Kyle Cofer**  
Project Manager

## Retail Recruitment Experts You Can Trust



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

## RETAILERS WE'VE RECRUITED



*And Hundreds More...*

OUR PROPRIETARY PROCESS

The **Retail360® Process:**  
Moving Beyond Data to Bring  
Retailers to Mansfield

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

The Retail360® Process identifies the strengths and weaknesses of your community to attract retail and highlights your community’s advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we’re able to help communities build a long-term retail economic development plan.

OUR APPROACH



**Market-Based Solutions**

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

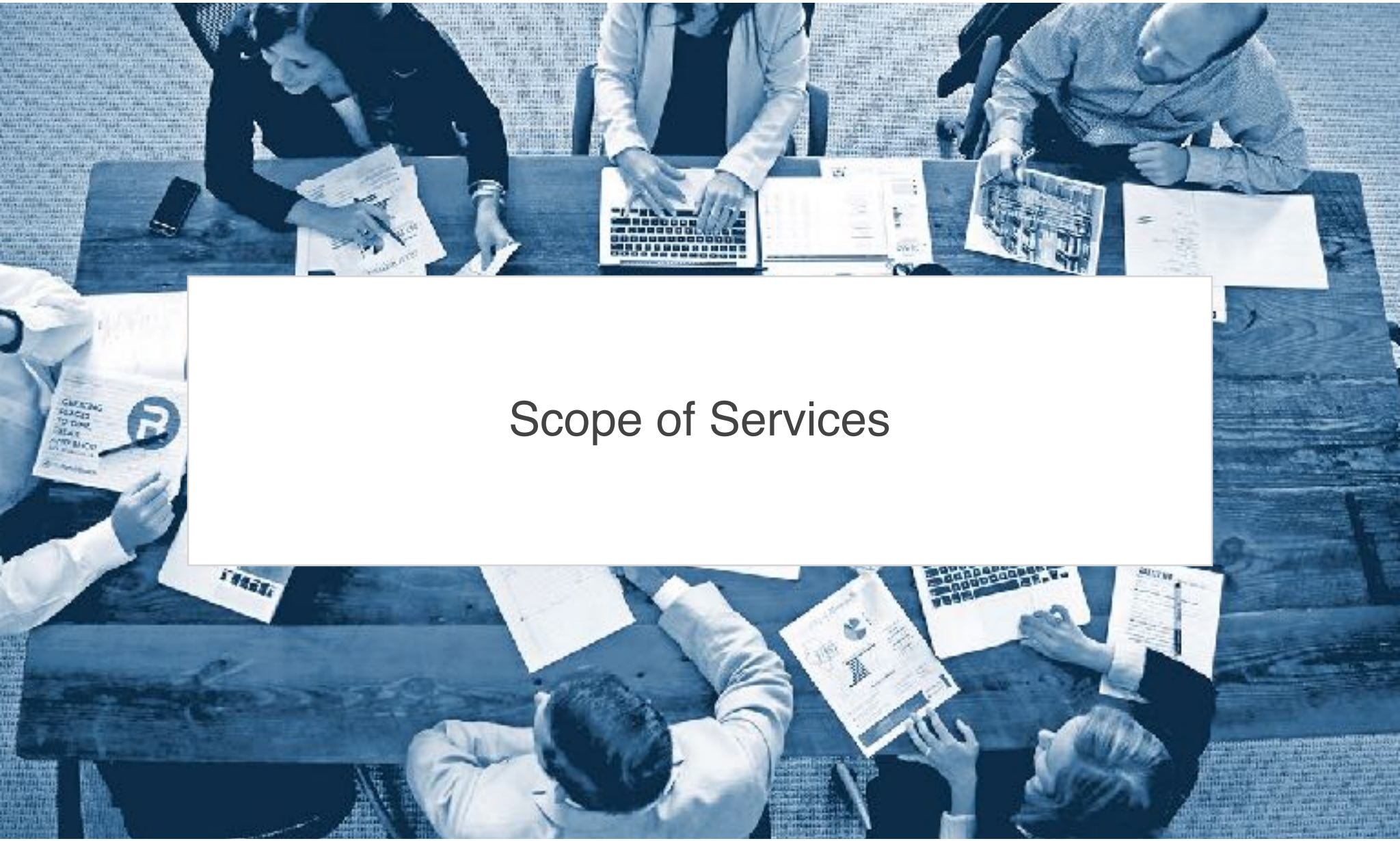
**On-The-Ground Analysis**

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

**Retail Action Plan**

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





# Scope of Services

# Analyzing The Market

## Custom Retail Trade Areas

The Retail Trade Area (RTA) is the foundation of retail recruitment strategy, and its accuracy is critical. The Retail Trade Area is the geographical area from which a community's retailers derive a majority of their business. Drive times and radial analysis are not the best way to depict an accurate Retail Trade Area. To best confirm a community's Retail Trade Area, we will execute the following strategic steps:

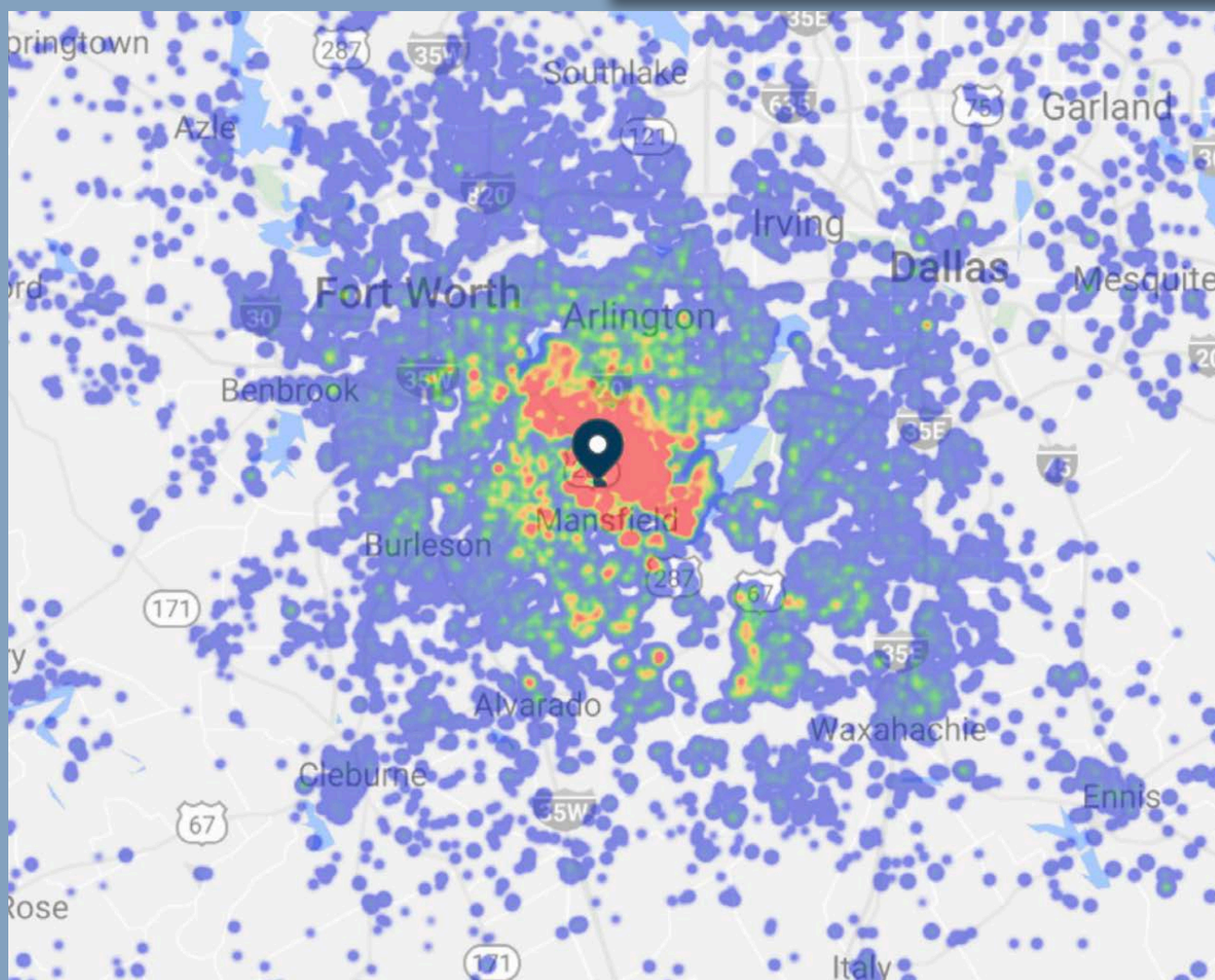
### Mobile Data for Location Decisions

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Mansfield. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions. **The Retail Coach will complete Cell Phone Analysis reports on multiple locations throughout Mansfield.**

### Retail Trade Area Mapping

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

## Mobile Location Data & Retail Trade Area Mapping



Mansfield Town Center Heat Map



# Analyzing The Market

## Demographic Profiling

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

The Retail Coach will create comprehensive 2010 Census, 2021, and 2026 demographic profiles for the Retail Trade Area and Mansfield community. The profile includes population and projected population growth, race, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

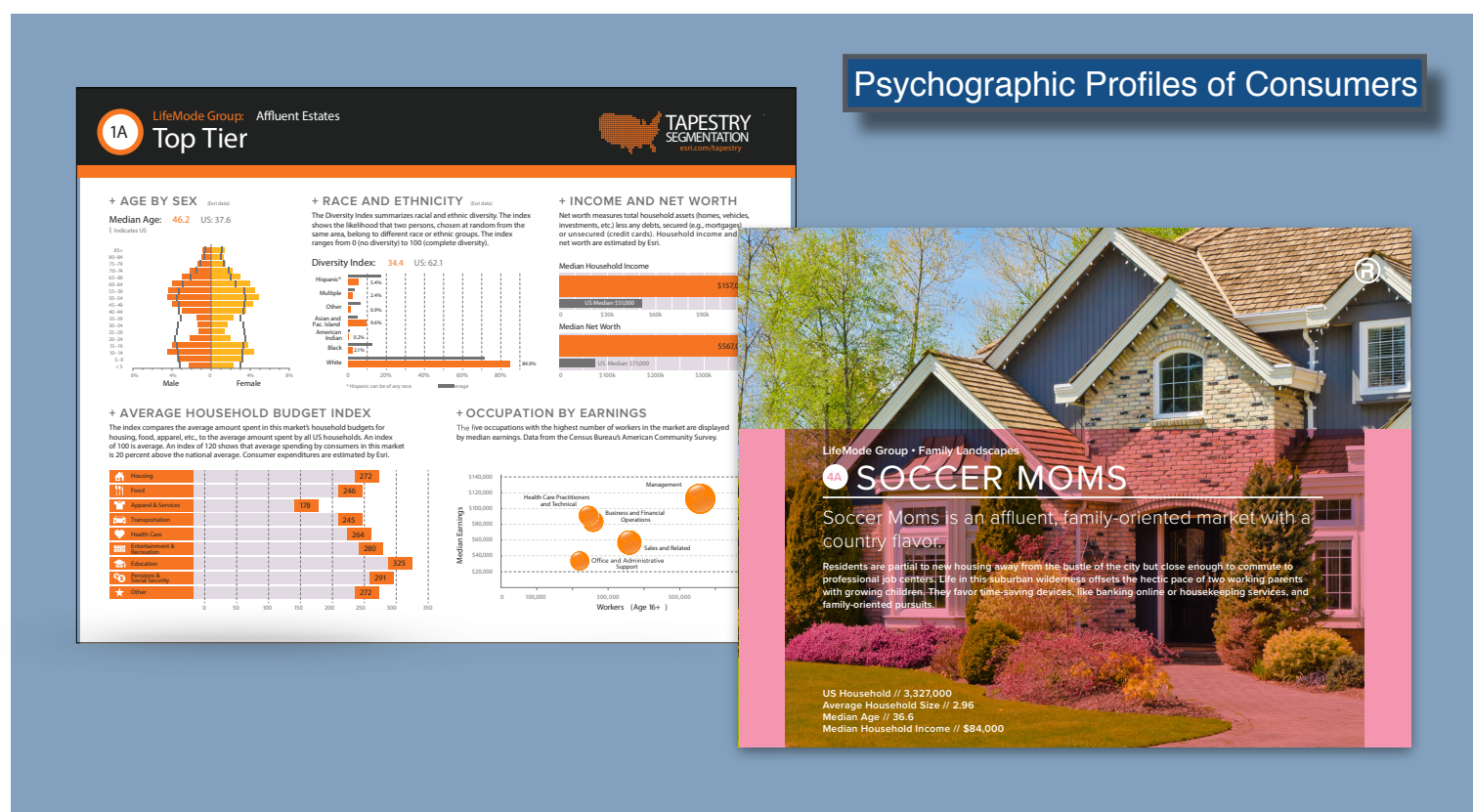
## Daytime Population

The workplace population, or daytime labor market area, is important to quick-serve and casual dining restaurants that rely heavily on lunch business.

The Retail Coach will provide an employment summary report detailing the total number of establishments, by industry, and employee counts within the designated labor market area. This report will provide insight into the “work here” population versus the “live here” population.

## Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers’ preferred location criteria. Understanding a consumer’s propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers.



## PHASE 2

# Determining Retail Opportunities

## Retail Demand Outlook Analysis

The Retail Coach will also develop a Retail Demand Outlook Analysis illustrating the current retail demand for more than 70 retail sectors, as well as the five year future demand numbers.



# Identifying Development & Redevelopment Opportunities

## Example Retail Site Profile



## Identifying & Marketing Vacancies & Development/Redevelopment Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their site selection and location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information.

The Retail Coach will complete a community wide site inventory and highest and best use analysis for retail corridors in Mansfield.

The Retail Coach will identify 15 priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

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

## Retail Site Profiles

The Retail Coach will create a retail site profile for primary availabilities with current site-specific information, including:

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



# Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 20 years. Our process is driven by providing accurate and current data sets as well as site-specific information to retailers, brokers, and developers.

## Identification of Retail Prospects

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

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



# Marketing & Branding

## Retail Market Flyer

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate logo and contact information



- Community Overview
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary

- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Appropriate logo and contact information

- Community Overview
- Location Map
- Retail Trade Area
- Demographic Trends
- Aerial Imagery
- Traffic Counts
- Site-line visibility from major traffic arteries
- Ingress/egress for primary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities

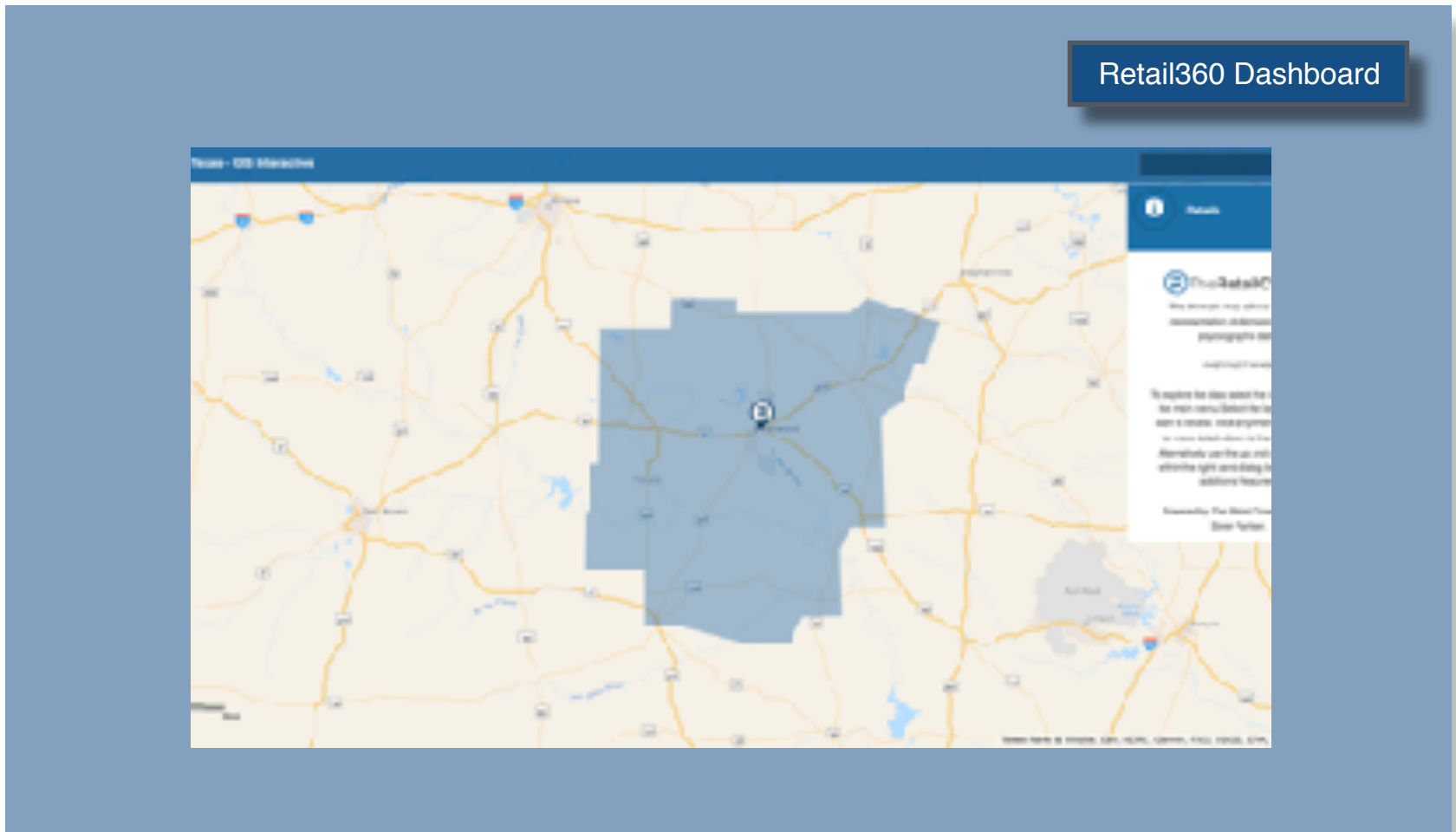
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## PHASE 5

# Marketing & Branding

### Online Retail Dashboard & Interactive Map

The Retail Coach will create an online community dashboard, which is available at [Retail360.us/Mansfield-TX](http://Retail360.us/Mansfield-TX), for visual presentation and easy downloading of marketing information and data sets.



### Site Mapping

As an accredited ESRI Partner, The Retail Coach is able to create a Retail360 Community Retail Dashboard for Mansfield. The dashboard provides easy access to the data reports and Retail Site Profiles. Considering retail site selectors do much of their research while in hotel rooms and in airports, a GIS platform that streamlines sites and data into one interactive and centralized location is a powerful tool.

Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level to meet the needs of each individual user - whether that be a real estate broker, site selector, developer, or even a local entrepreneur. Additionally, this platform can be hosted as a stand-alone application on your iPad or embedded within your community's website for "touch of a button" access to important economic indicators such as: median household income, population density, population growth, psychographic lifestyle segmentation, ethnicity, median home value, and median age.

# Recruiting Retailers & Developers

## Recruitment of Retailers

Founded in 2000, The Retail Coach was the first national retail advisory firm to introduce retailer and developer recruitment specifically for communities. The recruitment of retailers remains one of the primary metrics of success. Today, our experience has proved a community must move beyond data.

The retailer recruitment process includes the following steps:

- Introductory emails and retail market profiles are sent to each targeted retailer.
- Personal telephone calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime sites are sent to the appropriate targeted retailer.
- Personal emails are sent to inform targeted retailers of significant market changes.
- A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.
- Personal emails are sent quarterly to continue to seek responses regarding their interest level.

## Recruitment of Developers

Much of our recruitment success comes from establishing a network of national retail developers over the past 21 years.

Developer networking and developer recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Our developer recruitment process includes the following steps:

- Introductory emails and opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant market changes.

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

## Retail Conference Representation

The Retail Coach will assist in marketing Mansfield and its retail vacancies and real estate sites to retailers and real estate sites to retailers, developers, and brokers at retail industry conferences.

The Retail Coach will set-up retailer, developer, and broker meetings for Mansfield at upcoming ICSC and Retail Live conferences.

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

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





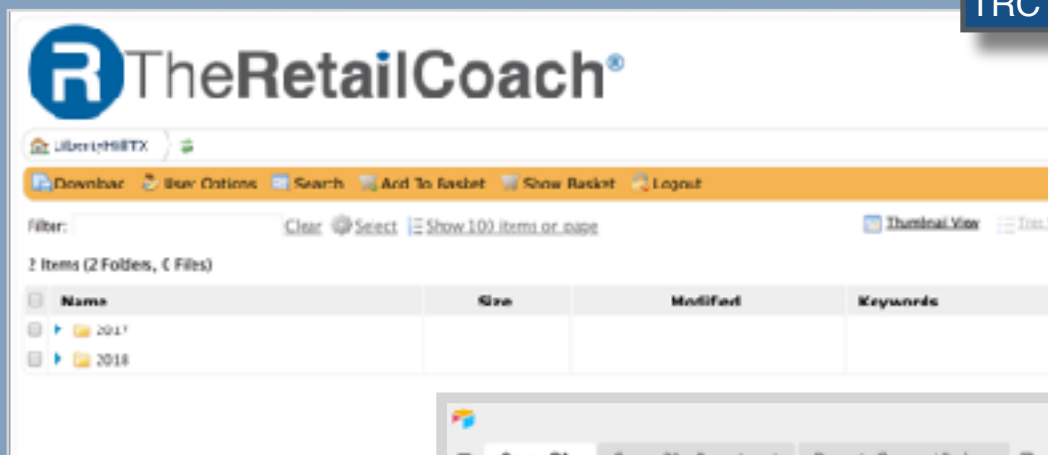
## PHASE 7

# Coaching & Ongoing Support

## Coaching

The Retail Coach will partner with Mansfield on a long-term basis and be available when you have questions, new ideas, or need access to GIS mapping and current data and statistics. We are also available if Mansfield needs to brainstorm opportunities as your community grows and develops. Project correspondence can be conducted through The Retail Coach custom Pandora platform as part of the Retail360 dashboard. This password-protected platform will allow the Mansfield to keep track of project progress, download reports, and securely share other information over the course of the project agreement.

### TRC Project Management Platforms



The screenshot displays a project schedule table for 'Ceres, CA'. The table has columns for 'Name', 'Project Phase', 'Est. Completion Date', 'Notes', and 'Attachments'. It lists 20 project tasks, including 'Baseline 1', 'Market Map', 'On the Ground Analysis', 'Primary Retail Trade Area', 'Submarket Analysis', 'Community Demographics', 'Workforce Population Study', 'Competing Community Analysis', 'Retail Gap Analysis', 'Retail Void Analysis - MSA', 'Retail Void Analysis - State', 'Available Sites - Highest...', 'Community Sites Inventory', 'Retailer Match List', 'Developer Match List', 'Online Dashboard', 'Retail Market Profile', and 'Site Profiles'.

Name	Project Phase	Est. Completion Date	Notes	Attachments
Baseline 1	0 - Admin			
Market Map	0 - Admin	8/6/2019		
Baseline 2	0 - Admin			
On the Ground Analysis	1 - Market Analysis	7/15/2019		
Stakeholder Interviews	1 - Market Analysis	8/6/2019		
Primary Retail Trade Area	1 - Market Analysis	8/24/2019		
Submarket Analysis	1 - Market Analysis	8/24/2019		
Community Demographics	1 - Market Analysis	8/24/2019		
Workforce Population Study	1 - Market Analysis	8/24/2019		
Competing Community Analysis	1 - Market Analysis	8/25/2019		
Retail Gap Analysis	2 - Determine Retail Opportunity	8/24/2019		
Retail Void Analysis - MSA	2 - Determine Retail Opportunity	8/24/2019		
Retail Void Analysis - State	2 - Determine Retail Opportunity	8/24/2019		
Available Sites - Highest...	3 - Dev & Redevelopment	12/30/2019	included in final report	
Community Sites Inventory	3 - Dev & Redevelopment	8/24/2019	1. Census Geography (adj) final...	
Retailer Match List	4 - ID Potential Development	8/24/2019		
Developer Match List	4 - ID Potential Development			
Online Dashboard	5 - Marketing & Branding		https://retail360.com/...	
Retail Market Profile	5 - Marketing & Branding			
Site Profiles	6 - Marketing & Branding	12/30/2019		

# Deliverables & Responsibilities

## PHASE 1

### Analyzing the Market

Retail Trade Area (RTA) Map based on Mobile Location Technology  
Retail Trade Area & Community Demographic Profiles (Historical, Current, and Projected)  
Retail Trade Area Psychographic Profiles  
Daytime Population Summary

## PHASE 2

### Determining Retail Opportunities

Retail Gap Analysis (RGA)  
Retail Demand Outlook Analysis

## PHASE 3

### Identifying Development Opportunities

Community-wide sites inventory  
Highest & Best Use Analysis of priority sites/vacancies  
15 Retail Site Profiles

## PHASE 4

### Identifying Retailers & Developers for Recruitment

Target list of priority retail prospects

## PHASE 5

### Marketing & Branding

Mansfield Retail Market Flyer (RMF)  
Retailer Feasibility Packages  
Developer Opportunity Package  
Online Retail360 Dashboard & Pandora Platform  
Interactive Site Mapping with Preloaded Sites

## PHASE 6

### Recruiting Retailers & Developers

Proactive Retail Recruitment & Recruitment Updates

## PHASE 7

### Retail Coaching

Ongoing Coaching & Project Management through TRC Pandora Platform

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

Samuel D. R. Satterwhite  
Executive Director  
Wylie EDC

“Thank you for Gallatin's partnership with Retail Coach. Charles Parker and his team have been very beneficial in helping my development find retail tenants. We have currently signed [multiple new brands] with their help and guidance.”

Brad Jolly  
Developer  
Gallatin, Tennessee

## Project Timeline and Pricing



### REPORTING

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



### COMMUNITY TRIPS

The Retail Coach team will make a minima of three (3) site visits to Mansfield during the project.



### PROJECT TIMELINE

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

## Retail Recruitment & Development Strategy

**\$40,000**

### Payments:

- **\$15,000 upon execution of agreement.**
- **\$10,000 upon 90 days.**
- **\$15,000 upon 180 days.**

Plus up to \$1,000  
in reimbursable  
expenses

# Optional Contract Extensions

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

Year 2

Contract Extension

\$30,000

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

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

Year 3

Contract Extension

\$30,000

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

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





**PREPARED FOR:**  
**Mansfield EDC**

**PRIMARY CONTACTS:**

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**President**

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**BETTER RETAIL.**  
**BETTER COMMUNITIES.**

