

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the _____ day of December 2020, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and The Retail Coach, LLC whose address is PO Box 7272, Tupelo, MS 38802 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide professional economic development consulting services; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: economic development consulting services per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Austin Farmer as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed \$45,000.00 for the first year, and \$28,008 each year for the second and third year, for a not to exceed total of \$101,000 for three (3) years. Provided that Contractor renders the Services equitably and proportionately over the applicable term, Contractor shall bill City the sum of \$3,750.00 per month for such Services during the first year of the term ($\$3,750 \times 12 = \$45,000.00$). If this Agreement extends into one or more of the succeeding year-long terms, the monthly amount as provided in the preceding sentence shall be \$2,334.00 ($\$2,334 \times 12 = \$28,008$).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing. Contractor shall be reimbursed for actual out of pocket expenses incurred in performing the Services, provided the same are evidenced by paid receipts, invoices or other documentation submitted within sixty days of being incurred acceptable to City in its sole and absolute discretion and provided that the amount of reimbursement shall not exceed the sum of \$3,500 in the aggregate for any year under this Agreement.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 Notwithstanding the forgoing, Contractor shall be entitled to receive the estimated amount of its first month's services during the first year of the term only within

five days of the date of this mutual execution of this Agreement with all succeeding payments to be made in accordance with Section 4.03.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms purportedly binding on the City other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such

instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to

CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or

through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

The Retail Coach, LLC

By: C. Kelly Cofer (12/9/2020)

Print Name: C. Kelly Cofer

Title: CEO

EXHIBIT "A"

PROPOSAL

(insert behind this page)

SEPTEMBER 30, 2020

Attn: Kyle Warsinski
City of Beaumont, CA
550 E 6th Street
Beaumont, CA 92223

PROPOSAL FOR PROFESSIONAL SERVICES FOR RETAIL MARKET ANALYSIS

Dear Mr. Warsinski,

We are pleased to present the following proposal in response to the City's request for consultant services for retail market analysis.

With a national perspective and more than twenty years of experience in over 650 communities, The Retail Coach offers the expertise, service, and manpower to research, analyze, and develop customized strategies that best position our clients for retail recruitment and development success. No other consulting firm offers this level of comprehensive support that is uniquely tailored to the community. Our focus on partnership and tangible retail successes has resulted in ongoing, multi-year relationships with more 90% of our clients.

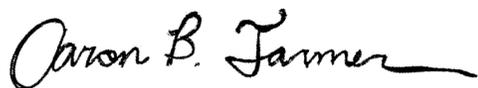
Our team met recently to discuss this RFP, Beaumont's retail opportunity, and the best approach to help accomplish the City's long-term retail goals. Based on our research and current knowledge of the community, we are confident we can be successful in helping to recruit retailers and developers to Beaumont.

We have addressed each service outlined in the Request for Proposal in a comprehensive manner. Additionally, we have added complementary services we feel beneficial, such as our mobile phone/cell phone analysis to help identify Beaumont's Retail Trade Area, developer recruitment, and an online dashboard/interactive mapping application to help with our marketing and recruitment of the community.

We appreciate the opportunity to submit this proposal and would welcome the opportunity to personally introduce our firm to you at the appropriate time.

Please feel free to call me with any questions.

Sincerely,



Aaron Farmer
President
The Retail Coach
(662) 231-0608
afarmer@theretailcoach.net



RFP PROFESSIONAL SERVICES FOR

Retail Market Analysis

CITY OF BEAUMONT, CALIFORNIA

9.30.2020

 The **Retail**Coach.

800.851.0962 | THERETAILCOACH.NET | AUSTIN, TEXAS • TUPELO, MISSISSIPPI



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Introduction



The Retail Coach is submitting this proposal to assist the City of Beaumont in preparing a comprehensive

Retail Market Analysis

Objectives:

- Equip the City with a high-quality, comprehensive Retail Market Analysis.
- Assist with the creation and execution of the City's retail development strategy.
- Provide insights, resources, and expertise to attract new businesses to the community while also assisting with business retention efforts.

The Retail Coach has been the national retail recruitment expert for more than 20 years. Having worked more than 650 assignments in 38 states, our recruitment approach is simple – do what you say you are going to do, do it at the highest level possible and constantly communicate findings and results to our clients. This approach has proven successful, having performed multiple assignments with more than 90% of our clients.

Our goal is to not only aid the City of Beaumont in preparing and executing the Retail Market Analysis (and proactive retailer and restaurant recruitment) but also to enhance your level of retail expertise as the city pursues the Downtown Specific Plan and builds upon the Economic Development Strategic Plan. Regarding the downtown plan, we are firm believers that a community must achieve a balance of national brands and local businesses. Our approach to assisting local business growth and sustainability is quite different than our approach to national brands – it is built around accurate customer purchasing data and education.

Submitting Firm:

The Retail Coach, LLC

Mailing Address:

The Retail Coach, LLC
PO Box 7272
Tupelo, MS 38802

Primary Contact:

Austin Farmer
Project Director
austin.farmer@theretailcoach.net
(817) 845-4220

Introduction:
Executive Summary

For our proposal, we have identified **4 key submarkets** in Beaumont

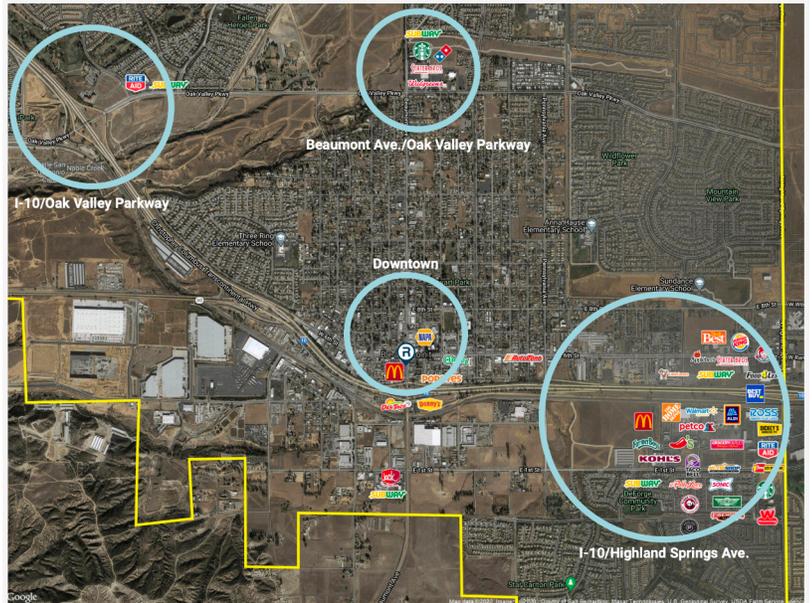
Pursuant to the City of Beaumont’s Request for Proposals for a Retail Market Analysis, The Retail Coach is excited to submit a proposal to address the city’s retail needs. Additionally, we offer additional services that will allow Beaumont to address current retail gaps and capitalize on realizing its retail and restaurant potential as a regional retail destination.

Our approach is quite unique and developed around segmenting the city into submarkets or “micro markets.”

Each submarket has its own retail potential based on surrounding population density, customer’s demographic profile and purchasing habits dictated by their lifestyles.

Four primary retail submarkets:

- I-10 & Highland Springs Avenue
- I-10 & Oak Valley Parkway
- Oak Valley Parkway & Beaumont Avenue
- Beaumont Avenue & 6th Street



I-10 & Highland Springs Avenue

- Regional retail destination for western Riverside County
- Excellent opportunity for continued success due to land availability
- Superior retail development potential to Banning (SEQ of I-10/Highland Springs Ave) due to dual access via Second St & 1st St
- Strategy built around larger, destination retailers and infill retail and restaurants

Population:	9,754
Annual Growth:	.96%
Median Age:	47.2
Avg HH Inc:	\$74,577
Per Capita Inc:	\$30,449

I-10 & Oak Valley Parkway

- Emerging regional submarket with large, developable tracts (NW and SE quadrants)
- Strong disposable incomes
- 24.3 acres in NW quadrant has been conceptually planned
- Strong residential growth in the area will aid in development timing (8,400 +/- new units in the area - Lee & Associates)
- Strategy built around identifying anchor tenants - including recruiting developers

Population:	6,631
Annual Growth:	1.43%
Median Age:	43.4
Avg HH Inc:	\$107,161
Per Capita Inc:	\$38,994

Oak Valley Parkway & Beaumont Avenue

- Emerging neighborhood submarket
- Planned development in the NW quadrant targets retail, restaurants, and service businesses
- Densely populated with 1.05% annual growth projected
- Higher hispanic consumer that correlates with younger median age
- Strategy built around assisting owner and/or broker by recruiting retailers and restaurants

Population:	14,458
Annual Growth:	1.05%
Median Age:	32.7
Avg HH Inc:	\$84,468
Per Capita Inc:	\$26,216

Beaumont Avenue & 6th Street

- Densely populated with 1.14% annual growth projected
- Younger consumers with higher Hispanic representation
- Strategy will follow Downtown Specific Plan
- Strategy built around determining highest and best use for well-located properties, identifying retailers/restaurants, and educational workshops for existing local businesses

Population:	11,200
Annual Growth:	1.14%
Median Age:	31.4
Avg HH Inc:	\$80,430
Per Capita Inc:	\$24,273

Moving Beyond Data to Bring Retailers to Beaumont

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.



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.

Action Plan for Retail Growth

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.

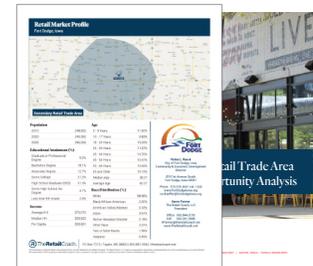
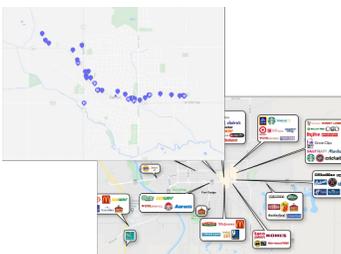
The Retail Coach will perform extensive market research and analysis to evaluate the area and the Beaumont community. This “macro” to “micro” approach enables The Retail Coach to analyze competitive and economic forces that may impact the community’s retail recruitment and development plan. The Retail Coach will gather market-specific data to assist in identifying Retail Trade Area boundaries, potential consumer bases, community issues and opportunities.

Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community’s retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.



- We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community. **The Retail Coach will hand draw retail trade areas for Beaumont based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach team.**



Competing Community Analysis

A community must have a clear understanding of the competitive nature of retail recruitment. Before analyzing the Beaumont community, **The Retail Coach will look at competing communities to identify a competitive advantage**, via economic and market forces, that have a direct impact on retail recruitment and development in Beaumont.

Community Stakeholder Meetings

The Retail Coach will obtain plan buy-in from public and private stakeholders through a series of individual and group meetings. Stakeholders may include City staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.

Demographics & Psychographics

Based on the market segmentation system developed by ESRI, **The Retail Coach will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area.** This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

Determining Retail Opportunities



The Retail Coach will determine the level of retail demand for the designated Retail Trade Area. The Retail Gap Analysis computes the retail potential of the Retail Trade Area and then compares it to estimated actual sales in the community. The difference is either a leakage, where Beaumont consumers are traveling outside the community to purchase certain retail goods and services; or a surplus, where consumers are traveling from outside to Beaumont to purchase certain retail goods and services.

Custom Retail Gap Analysis

Identifying where there is the most retail opportunity in Beaumont.

- A community is able to quantify its retail demand through a Retail Gap Analysis, which provides a summary of the primary spending gaps – or opportunities – for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community. The Retail Gap Analysis will: Identify retail sales surpluses and leakages for more than 68 retail sectors. Distinguish retail sectors with the highest prospect for success, and quantify their retail potential.



TheRetailCoach
[www.theretailcoach.com](#) | 800.888.7222 | 505.284.1000

RETAIL TRADE AREA • GAP/OPPORTUNITY ANALYSIS Lancaster, California

SECTOR	DESCRIPTION	POTENTIAL SALES	ACTUAL SALES	%LEAKAGE/SURPLUS	%LEAKAGE INDEX
44, 45, 722	Total retail trade including food and drinking places	\$5,466,572,222	\$4,067,050,149	\$1,399,522,073	0.74
441	Motor vehicle and parts dealers	\$1,050,303,888	\$802,557,441	\$247,746,447	0.76
4411	Automobile dealers	\$934,073,328	\$729,732,973	\$204,340,355	0.78
4412	Other motor vehicle dealers	\$44,306,969	\$15,133,206	\$29,173,763	0.34
4413	Automotive parts, accessories, and tire stores	\$71,923,591	\$57,691,262	\$14,232,329	0.80
442	Furniture and home furnishings stores	\$101,628,653	\$59,928,392	\$41,700,261	0.59
4421	Furniture stores	\$47,810,570	\$32,784,495	\$15,026,075	0.69
4422	Home furnishings stores	\$53,818,082	\$27,143,897	\$26,674,185	0.50
443	Electronics and appliance stores	\$100,090,436	\$75,793,267	\$24,297,169	0.76
443141	Household appliance stores	\$13,243,018	\$8,207,687	\$5,035,331	0.62
443142	Electronics stores	\$86,847,417	\$67,585,580	\$19,261,837	0.78
444	Building material and garden equipment and supplies dealers	\$269,438,023	\$190,682,407	\$78,755,616	0.71
4441	Building material and supplies dealers	\$252,459,583	\$184,512,421	\$67,947,162	0.73
44411	Home centers	\$143,040,298	\$116,995,966	\$26,044,332	0.82
44412	Paint and wallpaper stores	\$4,653,594	\$3,299,641	\$1,353,953	0.71
44413	Hardware stores	\$19,034,936	\$10,055,639	\$8,979,297	0.53
44419	Other building material dealers	\$85,730,755	\$54,161,175	\$31,569,580	0.63
4442	Lawn and garden equipment and supplies stores	\$16,978,440	\$6,169,986	\$10,808,454	0.36
44421	Outdoor power equipment stores	\$1,698,914	\$565,445	\$1,133,469	0.33
44422	Nursery, garden center, and farm supply stores	\$15,279,526	\$5,604,541	\$9,674,985	0.37
445	Food and beverage stores	\$743,355,400	\$493,775,993	\$249,579,407	0.66
4451	Grocery stores	\$690,138,519	\$460,723,332	\$229,415,187	0.67
44511	Supermarkets and other grocery (except convenience) stores	\$671,420,560	\$445,444,156	\$225,976,404	0.66
44512	Convenience stores	\$18,717,959	\$15,279,176	\$3,438,783	0.82
4452	Specialty food stores	\$17,424,351	\$8,986,552	\$8,437,799	0.52
4453	Beer, wine, and liquor stores	\$35,792,530	\$24,066,109	\$11,726,421	0.67



*Positive numbers denote leakage, negative numbers denote a surplus
 †A Leakage Index of greater than 1.0 means that the community retail sales include shoppers from outside the trade area (surplus). If the index is less than 1.0, the members of the community are shopping outside of the community for their retail needs.

Identifying Development Opportunities



Retailers are interested not only in the market data on your community, but also in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information. Successful retail recruitment begins to happen with the introduction of available sites.

Identifying and Marketing Vacancies & Development Sites

Identifying and marketing key sites in Beaumont.

- **The Retail Coach will identify 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/regress
 - Adequate parking
 - Site characteristics
 - Topography
 - Proximity to retail clusters

Retail Site Profiles

The Retail Coach will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

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

In-line & Pad Sites in New Walmart Development
3873 Service Road | Ceres, CA 95351

In-line retail space available in new Walmart development breaking ground in 2020.

Property Features

- Direct access from Highway 99 with more than 104,000 vehicles per day
- Adjacent to regional Ceres Gateway development (in development)
- High visibility and accessibility from Highway 99, Mitchell Rd, and Service Rd

Acidis Partner: Project Director | The Retail Coach, LLC
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Steve Mallon: Executive Director
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Retail Pad & Shop Spaces Available
Ceres Gateway Center | Highway 99 & Mitchell Road | Ceres, CA

New mixed-use development including retail, hotels, restaurants and office space being developed on Highway 99 and Mitchell Road in Ceres, California.

Property Features

- Proposed Super Walmart across street - 85g permits issued Feb. 2019
- Mitchell Road interchange access with new interchange planned at Service Road
- 1,300 linear feet of Highway 99 frontage
- 415 freeway gate sign planned
- New operational entry into project on Mitchell Road
- High traffic counts on Hwy 99 with great positioning between south Modesto and Turlock

Demographics

	Trade Area	3 mile	5 mile	10 mile
Est. Population	290,848	57,541	139,512	416,689
Avg HH Income	\$26,142	\$23,586	\$21,472	\$20,623

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

Identifying **Potential Retailers**

The Retail Coach will develop and review a master list of potential retailers with Beaumont staff and work together to prepare a final target list of retailers for recruitment. This list will include retailers from TRC’s analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

Identifying **Potential Developers**

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 18 years.

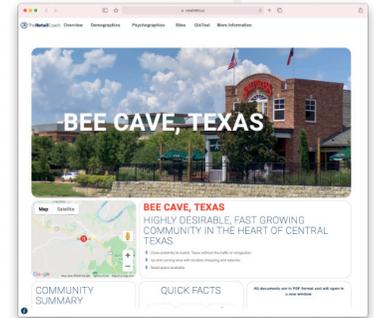
Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success. If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

The Retail Coach will use its network to identify retail real estate developers active in Beaumont and the region for recruitment. We will also work with Beaumont staff to contact and build relationships with developers active in the region.



Online Retail Dashboard

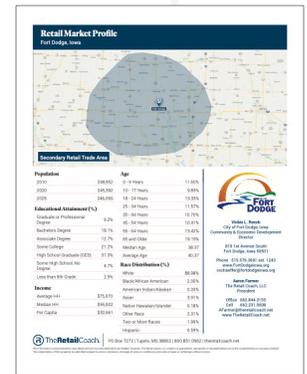
The Retail Coach will create a Retail360® Retail Dashboard for Beaumont, which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.



Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

The Retail Coach will develop a Retail Market Profile tailored to the specific needs of targeted retailers' essential site selection and location criteria for Beaumont. The profile serves as a community introduction, and includes: Retail Trade Area Map, Location Map, Traffic Count Map, Demographic Profile Summary, Appropriate logo and contact information.



Retailer-Specific Feasibility Packages

Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers. The Retail Coach will create Retailer-Specific Feasibility Packages to address essential location criteria.



Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities. The Retail Coach will create a Developer Opportunity Package to highlight development/redevelopment opportunities in Beaumont.

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty years and 650+ projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

Recruitment of **Retailers**

The Retail Coach will actively recruit retailers on Beaumont's behalf.

Our retailer recruitment process includes:

- Introductory emails and retail market profile are sent to each targeted retailer.
- Personal phone 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 vacancies are sent to the appropriate targeted retailers.
- Personal emails are sent to inform targeted retailers of significant market changes.
- Personal emails are sent to decision markers once per quarter to continue seeking responses regarding their interest level in the community.
- A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.

Recruitment of **Developers**

The Retail Coach will actively recruit developers on Beaumont's behalf.

Our developer recruitment process includes:

- 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 **Conferences**

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events. **The Retail Coach will assist in marketing Beaumont, and its vacancies and sites, to retailers, developers, and brokers at retail industry conferences.**

Ongoing Retail Coaching



We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

Ongoing Retail Coaching

The Retail Coach will provide ongoing coaching and support for retail recruitment activities for Beaumont.





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. For more than 20 years, we have provided the research, relationships, and strategies needed to drive new retail developments in communities across the United States.

5+ Million

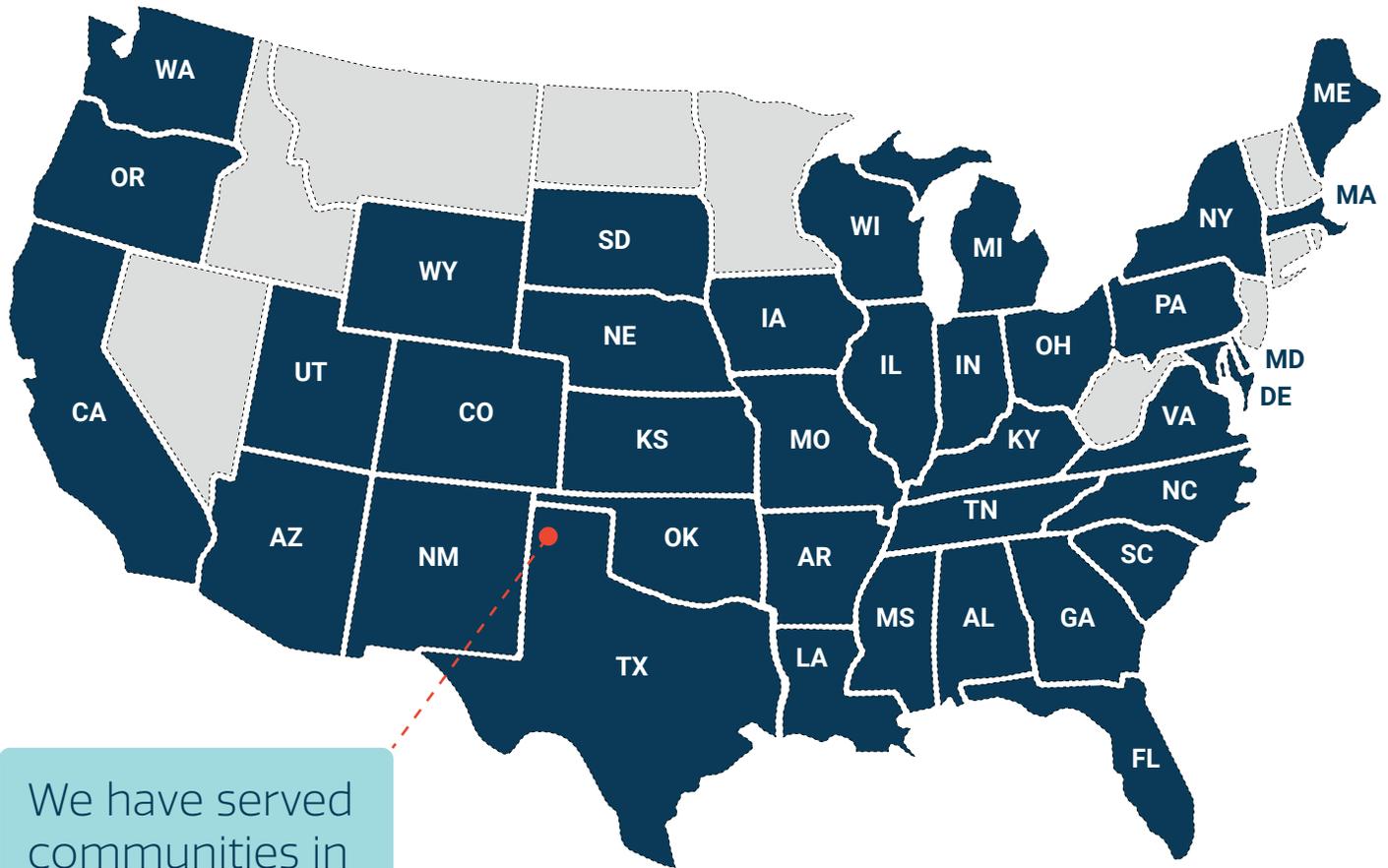
square feet of new retail space recruited to client communities in the past five years.

\$600 Million

additional sales tax dollars generated in client communities in the past five years.

650+

communities throughout the U.S. Have trusted The Retail Coach with their recruitment efforts.



We have served communities in **38 states**

Firm Profile:

Retail Recruitment Successes



5 Million+ Square Feet of new retail recruited to client communities in the past 5 years.

TRC has recruited these - and hundreds of others - retailers and restaurants to our client communities.



2020-2021 Grand Openings in Client Communities



CHICK-FIL-A
LA County, CA
Opening 2021



WR KITCHEN & BAR
Laguna Niguel, CA
Opened 2020



MOD PIZZA
Auburn, WA
Opening 2020



DOUGH ZONE
Renton, WA
Opening 2020



SPORTSMAN'S WAREHOUSE
Laramie, WY
Opening 2020



COSTCO
McKinney, TX
Opened 2020



LOWES
Victoria, TX
Opening 2020



MARSHALLS
Warrensburg, MO
Opening 2020



GRANT'S KITCHEN
Gallatin, TN
Opening 2020



EGGS UP GRILL
Camden, SC
Opened 2020



RAISING CANE'S
Victoria, TX
Opening 2020



MOD PIZZA
Waxahachie, TX
Opened 2020



ROUND TABLE PIZZA
McKinney, TX
Opened 2020



STARBUCKS
Kingsville, TX
Opened 2020



BRAUM'S
Wolfforth, TX
Opening 2020



Who We Are

Our Team is **Your Team**

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the process as much as they would like, allowing our contacts to become theirs.

We are **Flexible and Agile**

We have kept our team size optimal in order to keep the ability to adapt and change. This has allowed us to develop new programs and find innovative ways to help client communities.

Experience & **Relationships**

We pioneered the retail recruitment industry more than twenty years ago and leverage 20+ years of experience and relationships to drive retail growth in your community.

We **Avoid Conflicts** of Interest

We're not brokers. And we don't have to answer to in-house agents looking for commission, so our interests are always in line with what is best for your community and aligned with your vision.

Fully **Transparency**

We track recruitment activity and prospect feedback in your **custom retail recruitment dashboard** and host monthly update calls with your team.

We Have **Consistent** Project Teams

Your project team is consistent from day one. We don't have a sale team that hands you off to a different project team. Your project team, recruitment team, and support staff are consistent from start to finish.



Recent & Similar Projects Worked by Core Project Team:

CLIENT	PROJECT	CONTACT INFORMATION
City of Lancaster, CA	Comprehensive Retail Recruitment & Development Strategy	Chenin Dow Assistant to the City Manager Innovation & Economic Development City of Lancaster 44933 Fern Avenue Lancaster, CA 93534 T: (661) 723-6165
City of Ceres, CA	Retail Recruitment & Development Strategy	Steven L. Hallam, AICP Economic Development & Redevelopment Manager City of Ceres 2720 2nd Street Ceres, CA 95307 Office: 209 538-5756
City of Murrieta, CA	Custom Retail Feasibility Studies and Market Opportunity	Scott Agajanian Deputy Director of Development Services – Economic Development The City of Murrieta 951-461-6003 Direct Line
City of Laguna Niguel, CA	Comprehensive Retail Recruitment & Development Strategy	John Morgan Development Services Manager City of Laguna Niguel Laguna Niguel, CA 92677 Tel: 949-362-4332
City of Indio, CA	Comprehensive Retail Recruitment & Development Strategy	Carl S. Morgan Director of Economic Development City of Indio Economic Development 100 Civic Center Mall Indio, CA 92201 P: 760-541-4203

Firm Experience & Qualifications:
Principal Office & Locations



The Retail Coach has been headquartered in Tupelo since 2000, and continues to run operations from our offices in the Downtown district. Team members are split between our Mississippi offices along with Austin and Dallas, Texas. These regional offices provide The Retail Coach with closer proximity to major site selection and brokerage offices as well as major airports for more efficient travel to our communities. **Our Austin, Texas office will be the principal office responsible for managing the retail market strategy and recruitment for Beaumont.**

Regional Offices:
Multiple Locations to Serve Client Communities



Proposed Project Team



Day-to-Day Project Management



Austin Farmer
Project Director

- Austin manages The Retail Coach's projects in California and will be the Project Director for Beaumont's Retail Market Analysis.

Project Strategy & Oversight



Kelly Cofer, CCIM
Founder & CEO



Aaron Farmer
President

- With a combined 50+ years of retail development experience, Kelly and Aaron play an integral role in every Retail Coach project, including in-depth market analyses, recruitment strategies, and development or redevelopment plans.

Retailer & Developer Recruitment



Caroline Harrelson
Recruitment Specialist



Cary Everitt
Recruitment Specialist

- Caroline and Cary manage our relationships with national and regional retailers, developers, and brokers. They will send data, site profiles, and opportunities on behalf of the City.

Data & Market Research



Matthew Lautensack
Recruitment Specialist



Aiden Berry
Research Analyst

- Matthew and Aiden use cutting-edge GPS-based market data to paint the best picture of the retail opportunity in the market. They provide the latest retail trade area data, demographics, psychographics, and retail opportunity data for client communities.

Administrative Support



Nancy Dees
Director of Finance



Katie Zuniga
Marketing & Communications
Manager

- Nancy and Katie support all projects by managing client invoicing and marketing, promotional, and graphic design support.

References



Chenin Dow
Assistant to the City Manager
- Innovation & Economic Development
City of Lancaster, CA
cdow@cityoflanasterca.org
(661) 723-6165



Scott Agajanian
Deputy Director of Development Services -
Economic Development
City of Murrieta, CA
SAgajanian@murrietaca.gov
(951) 461-6003



Sarah Reese
Administrator, Economic & Community
Initiatives
City of Laramie, Wyoming
sreeese@cityoflaramie.org
(307) 721-5201

Client Testimonials

“The Retail Coach is hands-down one of the best consultant teams of any kind that our team has had the pleasure of working with. Their extensive expertise and nationwide connections with site selectors, developers, and major chains have opened up new doors for the City of Lancaster, allowing us to take our recruitment efforts to the next level and collaborate with brands that hadn't previously considered our market. They work as an extension of our staff, anticipating needs and freeing up in-house staff time. I can't recommend the Retail Coach highly enough.”

Chenin Dow
Assistant to City Manager - Innovation & Economic Development
Lancaster, CA

“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.”

Sam D. Satterwhite
Executive Director Wylie Economic Development Corporation

“For years I researched firms to help me with retail development and The Retail Coach continued to surface as the best choice provider. Over and over again I heard about their 'service after the sale.' This was important. You see a lot of firms can run data and put together fancy reports. What allows The Retail Coach to stand out is their coaching. A tool is useless unless someone 'coaches' you on the best way to utilize it. When you hire The Retail Coach you are not just buying data, you are hiring a coach to help you with your retail development needs. I highly recommend them to any community seeking to effectively recruit retail development.”

Dave Quinn
Frisco Economic Development Corporation

Retail Market **Analysis**

- Competing Communities Analysis
- Customer Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- Demographic Profile - City and Key Areas of Focus
- Workplace Population Profile
- Discussion with Key Community and Business Stakeholders

Determining **Retail Opportunities**

- Retail Gap Analysis
- Submarket Analysis Highlighting at least three (3) Key Areas of Focus
- Consumer Propensity Report

Identifying **Development & Redevelopment Opportunities**

- Analysis of up to Ten (10) Development/ Redevelopment Sites
- Up to Fifteen (15) Retail Site Profiles for Available or Developable Retail Sites

Identifying **Retailers & Developers** for Recruitment

- Target list of up to Thirty-five (35) Retailers along with Contact Information
- Target list of up to Twenty (20) Developers with Contact Information

Marketing & **Branding**

- Retail Market Profile
- Retail Market Flyer
- Up to Thirty-five (35) Customized Retailer Feasibility Packages
- Developer Opportunity Package
- Interactive Site Mapping - Up to Five (5) Preloaded Sites

Recruiting Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard
- Monthly Retailer Recruitment Updates
- Monthly Developer Recruitment Updates

Ongoing Retail **Coaching**

- Ongoing Coaching & Support from The Retail Coach Team
- Representation of the City at Regional and National Industry Events Including ICSC Recon in Las Vegas
- Additional Economic Development Services as Needed and Mutually Agreed Upon



Reporting

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

Community Trips

The Retail Coach Team will make at least two (2) site visits to Beaumont 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.

Comprehensive **Retail Market Analysis**

- Analyzing the Beaumont Retail Market
- Determining Retail Opportunities
- Identifying Development & Redevelopment Opportunities
- Identifying Retailers and Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers and Developers
- Ongoing Retail Recruitment & Coaching



\$45,000

Plus up to \$3,500 in reimbursable expenses

Work Fees

The total fee for completion of this work is **\$45,000** payable in three installments:

- \$15,000** upon execution of the agreement;
- \$15,000** at 90 days following execution of contract;
- \$15,000** at 180 days following execution of contract;

If Beaumont elects to extend the agreement, the additional fee shall be **\$28,000**, plus actual travel expenses, for each additional 12 month period of data updates, recruitment and coaching. Work fees are payable within 30 days of receiving invoice.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will not exceed \$3,500, making the not-to-exceed price for the project \$48,500.

Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

List of Current/Outstanding Projects

City	State	Start Date	Duration	City	State	Start Date	Duration
Abilene Airport	TX	11/8/2019	12 Months	Mansfield	TX	6/3/2019	12 months
Abilene Ind Foundation	TX	11/12/2019	60 Days	Marble Falls	TX	2/18/2020	12 months
Auburn	WA	12/18/2019	12 months	McKinney	TX	4/17/2019	12 months
Bastrop	TX	12/19/2019	12 months	Millsboro	DE	7/8/2019	12 months
Breese	IL	3/4/2019	12 months	Mississippi Choctaws		6/3/2019	12 months
Brookhaven	MS	4/22/2019	12 months	Mooreville	NC	12/1/2019	12 months
Buda	TX	2/19/2020	12 months	Naples City	UT	1/22/2020	12 months
Burleson	TX	2/18/2020	12 months	Navasota	TX	11/20/2019	12 months
Burton	MI	10/15/2019	12 months	Pella	IA	2/17/2020	12 months
Camden	SC	9/1/2017	10 months	Pembroke	NC	10/8/2019	12 months
Ceres	CA	1/13/2020	12 months	Pittsburg	TX	2/11/2020	12 months
College Station	TX	11/7/2019	12 months	Saginaw	TX	3/19/2020	12 months
Colorado City	TX	8/20/2019	12 months	Seguin	TX	3/31/2020	12 months
Covington/ Newton	GA	9/10/2018	12 months	Smyth County	VA	10/16/2019	12 months
DeSoto	TX	12/19/2019	12 months	Springfield	TN	2/22/2019	12 months
Early	TX	11/6/2017	12 months	Superior	WI	6/27/2019	12 Months
Elmendorf	TX	10/1/2018	12 months	Temple	TX	1/27/2020	12 months
Firestone	CO	3/6/2020	12 months	Thomasville	NC	4/1/2020	12 months
Flatonia	TX	2/23/2018	12 Months	Tomball	TX	8/29/2019	12 months
Floresville	TX	1/15/2020	12months	Van	TX	3/13/2020	12 Months
Fort Dodge	IA	3/23/2020	12 months	Victoria	TX	12/7/2017	12 months
Fredricksburg	TX	3/8/2018	12 Months	Wake Village	TX	6/21/2018	12 months
Gallatin	TN	3/14/2019	12 months	Warrensburg	MO	12/4/2019	12 months
Gastonia	NC	12/2/2019	12 months	Watauga	TX	10/17/2019	12 months
Graham	TX	5/8/2020	12 Months	Waxahachie	TX	4/19/2019	12 Months
Gypsum	CO	1/17/2020	12 months	Willow Park	TX	7/2/2018	3 years
Harker Heights	TX	9/6/2017	12 months	Wolfforth	TX	4/29/2020	2 years
Indio	CA	1/1/2020	12 Months	Wood Dale	IL	8/17/2018	12 months
Jacksboro	TX	10/25/2019	12 months	Wylie	TX	2/27/2019	5 years
Jarrell	TX	3/9/2020	12 months				
Keller	TX	2/1/2019	12 months				
Kerrville	TX	7/3/2018	12 months				
Kingsville	TX	3/21/2019	12 months				
Laguna Niguel	CA	3/9/2020	12 months				
Lakeport	CA	8/1/2020	12 months				
Lancaster	CA	8/20/2018	12 months				
Lansing	KS	3/14/2019	12 months				
Laramie	WY	11/7/2019	12 months				
Lea County	NM	3/12/2020	12 months				
Liberty	TX	7/22/2019	12 months				
Lockhart	TX	10/3/2019	12 months				

Proof of Insurance



The Retail Coach carries professional liability insurance sufficient to the request from the City of Beaumont. The City would be added as an additional insured once a signed contract is received. A blank Certificate of Insurance can be provided upon request to verify coverages meet the City's needs.

Project Team Bios



Kelly Cofer, CCIM

Founder & CEO

C. Kelly Cofer leads The Retail Coach with more than 25 years of experience in all aspects of retail real estate and economic development. Mr. Cofer's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national and regional retailers and restaurants in more than 150 cities throughout the United States. Mr. Cofer has earned the CCIM designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. He also holds a Bachelor of Science degree from Texas A&M University.

Austin Farmer

Project Director

Austin Farmer brings experience in leadership in the economic development, non-profit, and financial services industries to The Retail Coach. Mr. Farmer started his career in marketing and digital strategy at GameStop. Following that, he founded Catalyst Growth Partners, a strategic marketing firm specializing in supporting high growth companies, and served as Vice President of Global Marketing and Sales for an international tax advisory firm where he led domestic and international marketing initiatives and oversaw international market development. Mr. Farmer is a graduate of Texas A&M University where he received a bachelor's degree in Marketing with a concentration in Entrepreneurial Leadership and was a member of the distinguished Mays Fellows Program.

Matthew Lautensack

Recruitment Specialist

New York native, Matthew Lautensack, brings a specialization in critical theory and technology integration to The Retail Coach team. During his tenure at The Retail Coach, he has brought efficiency to the operational processes, through automation, streamlining, and systematizing internal workflows. He was also the principal developer on a number of new products and services we are offering today. Prior to joining The Retail Coach, Mr. Lautensack was the Director of Information Technology at a natural soap company based out of upstate New York. A philosopher and self-taught programmer, Mr. Lautensack is efficient in user experience, digital platform design, e-commerce, automation, digital advertising and GIS.

Aaron Farmer

President

Aaron Farmer brings to The Retail Coach knowledge of the most current research on retail and marketing trends. Prior to joining The Retail Coach, Mr. Farmer was employed in marketing research and retail development where he worked on projects for some of America's leading retailers and restaurants including FedEx, Kinkos, Sally Beauty Supply, Adidas, Concentra and the National American Association of Subway Franchises. Mr. Farmer's expertise touches each step of a project from the initial trade area determination to the actual recruitment of retailers. Mr. Farmer holds a degree in Marketing from The Mays Business School at Texas A&M University and an MBA from Texas A&M University – Commerce.

Nancy Dees

Director of Finance

At The Retail Coach Nancy Dees directs all administrative functions with efficiency and care. She is a number cruncher and a people person who loves getting lost in data. Mrs. Dees extensive management and accounting experience encompass some of America's favorite retailers such as Kirkland's. Mrs. Dees previous experience as a retail buyer and store inventory control manager provides helpful insight as she assists in the retailer research performed by The Retail Coach for each project.

Caroline Harrelson

Recruitment Specialist

Caroline Harrelson brings client oriented expertise to The Retail Coach. Prior to joining The Retail Coach she was the Director of International Services at Mississippi State University, she managed various international projects bringing a broader approach to The Retail Coach retail economic development recruitment methods. In the Recruitment Specialist role, Mrs. Harrelson is primarily responsible for spearheading the firm's retail recruitment nationwide. Mrs. Harrelson holds a Masters in Public Policy and Administration combined with almost 10 years in upper administration and project management.

Project Team Bios



Cary Everitt

Recruitment Specialist

Cary joined The Retail Coach as an addition to the retail recruitment team. He comes from a background of almost 9 years in healthcare and retail management helping him gain exceptional relationship building skills and education in business development strategies. The main focus for Mr. Everitt at The Retail Coach is to identify and recruit interested restaurants and retailers to client communities contributing to market growth and expansion. He is currently in the process of obtaining his Texas real estate license in order to expand his knowledge in the field, allowing him to offer the best guidance and assistance to all current and future clients alike.

Aiden Berry

Research Analyst

Aiden Berry joined The Retail Coach as an intern immediately following graduation from Texas A&M University prior to assuming the Research Analyst role. Mr. Berry specializes in data analysis and data visualization. He brings to the team experience in data science research projects in variety of fields. He uses his skills to assist The Retail Coach with daily tasks, research, data collection, visualization and other data related projects. Mr. Berry holds a Bachelor of Science degree in statistics from Texas A&M University and is currently pursuing a Master of Science degree in statistics at Southern Methodist University in Dallas.

Katie Zuniga

Marketing & Communications Manager

An Austin, Texas native, Katie Zuniga joined The Retail Coach to build upon the marketing department within the firm and to take ownership of all marketing and communications efforts. Mrs. Zuniga began her career as the Marketing & Communications Manager in the non-profit sector. Over the years she has gained experience and a vast knowledge in event planning, media relations, digital and social media marketing, web design, and web development in the retail industry. Mrs. Zuniga graduated from Concordia University Texas with a Bachelor of Arts in Communication with a concentration in Public Relations.

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

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