



**CITY OF LEON VALLEY
ECONOMIC DEVELOPMENT CORPORATION (LVEDC)-FINANCE WORK GROUP**

Leon Valley City Hall-Large Conference Room

6400 El Verde Road, Leon Valley, Texas 78238

Wednesday, July 20, 2016 at 10:00 a.m.

AGENDA

1. Consider, discuss and take possible action to approve Accounts Payable for July 2016.
2. Consider, discuss and take possible action to approve the LVEDC June 2016 Financial Report from the Leon Valley Finance Department.
3. Consider, discuss and take possible action on Façade and Signage candidates who did not meet the July 1, 2016 deadline.
4. Consider, discuss and take possible action to approve expenditures for investment training online.
5. Consider, discuss and take possible action to approve expenditures for ICSC Conference in Austin, TX (August 18, 2016) and Dallas, TX (October 5-7, 2016).
6. Consider, discuss and take possible action to approve expenditures for TEDC 2016 Annual Conference in San Antonio, TX (October 19-21, 2016).
7. Consider, discuss and take possible action to approve check for petty cash.
8. Consider, discuss and take possible action to approve The Retail Coach contract for Part 1 and Part 2.
9. Consider, discuss and take possible action to approve expenditures for Aerial Focus project.
10. Consider, discuss and take possible action on the LVEDC Budget for Fiscal Year 2016-2017.
11. Consider, discuss and take possible action to approve the 07-27-2016 LVEDC Meeting Agenda.
12. Announcements by the President and Work Group Members.

The public is hereby notified that notices for all regular and special meetings of the City of Leon Valley Economic Development Corporation ("LVEDC") will no longer distinguish between matters to be discussed in open or closed session of the meeting. The practice in accordance with rulings of the Texas Attorney General allows the LVEDC to convene in closed session to discuss any matter listed on the agenda so authorized by the Texas Government Code Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding prospective gift), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), 551.087 (economic development), and 551.088 (deliberation regarding test item). **THE LVEDC MAY TAKE APPROPRIATE OFFICIAL ACTION ON ANY AGENDA ITEM.**

Attendance by Other Elected or Appointed Officials:

It is anticipated that members of City Council or any other City boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of City Council and any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These City Council members and members of other City boards, commissions, and/or committees may not deliberate or take action on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

I hereby certify that the above NOTICE OF PUBLIC MEETING(S) AND AGENDA OF CITY OF LEON VALLEY ECONOMIC DEVELOPMENT CORPORATION was posted on the Bulletin Board, at the Leon Valley City Hall, 6400 El Verde Road, Leon Valley, Texas, on the 14th day of July 2016 at 1:42 p.m. and remained posted until after the meeting(s) hereby posted concluded. This notice is posted on the City website at www.leonvalleytexas.gov. This building is wheelchair accessible. Any request for sign interpretive or other services must be made 48 hours in advance of the meeting. To make arrangements, call (210) 684-1391.



A handwritten signature in blue ink that reads "Sandra Passailaigue".

Sandra Passailaigue, TRMC
City Secretary
City of Leon Valley

JULY 2016 EXPENSES

INVOICE DATE	VENDOR	FEE	SERVICE
N/A	City of Leon Valley	\$ 3,833.00	July 2016 Services Agreement
N/A	The Retail Coach	\$ 15,000.00	12 Month Continuation of Services
N/A	Ana Federico		Petty Cash for LVEDC Operating Supplies
N/A	Virtual Learning Concepts	\$ 550.00	PFIA-Online Training Course for Patricia Manea and Joseph Nazaroff (\$275 each)
N/A	TEDC	\$ 500.00	2016 Annual Conference in San Antonio, TX (October 19-21, 2016)
N/A	ICSC	\$ 295.00	Texas Conference (October 5- 7, 2016) Dallas, TX--fee per person
N/A	TRC	\$ 295.00	Retail Live Austin 2016--fee per person
		TOTAL \$ 20,473.00	

NOTES: Fee will vary depending on the number of Directors attending a conference

500-LVEDC
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							

Revenues	0.00	21,849.35	0.00	164,377.14	0.00 (	164,377.14)	0.00
	<u>0.00</u>	<u>21,849.35</u>	<u>0.00</u>	<u>164,377.14</u>	<u>0.00 (</u>	<u>164,377.14)</u>	<u>0.00</u>
*** TOTAL REVENUES ***	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							

LVEDC	414,236.00	14,796.50	0.00	197,735.44	0.00	216,500.56	47.73
	<u>414,236.00</u>	<u>14,796.50</u>	<u>0.00</u>	<u>197,735.44</u>	<u>0.00</u>	<u>216,500.56</u>	<u>47.73</u>
*** TOTAL EXPENDITURES ***	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES *	(414,236.00)	7,052.85	0.00	(33,358.30)	0.00 (	380,877.70)	91.95
	=====	=====	=====	=====	=====	=====	=====
TOTAL OTHER SOURCES/USES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET GAIN OR (LOSS)	(414,236.00)	7,052.85	0.00	(33,358.30)	0.00 (	380,877.70)	8.05
	=====	=====	=====	=====	=====	=====	=====

C I T Y O F L E O N V A L L E Y
 FINANCIAL STATEMENT - UNAUDITED
 AS OF: JUNE 30TH, 2016

500-LVEDC
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Revenues							
41010 Sales Tax	0.00	21,849.35	0.00	164,295.52	0.00 (	164,295.52)	0.00
41011 Interest Income	0.00	0.00	0.00	81.62	0.00 (	81.62)	0.00
TOTAL Revenues	<u>0.00</u>	<u>21,849.35</u>	<u>0.00</u>	<u>164,377.14</u>	<u>0.00 (</u>	<u>164,377.14)</u>	<u>0.00</u>
TOTAL ????	0.00	21,849.35	0.00	164,377.14	0.00 (	164,377.14)	0.00

500-LVEDC
 LVEDC
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SUPPLIES							
5100-520.01 Office Supplies	100.00	0.00	0.00	0.00	0.00	100.00	0.00
5100-520.02 Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5100-520.04 Miscellaneous Supplies	213.00	0.00	0.00	525.22	0.00 (	312.22)	246.58
TOTAL SUPPLIES	<u>313.00</u>	<u>0.00</u>	<u>0.00</u>	<u>525.22</u>	<u>0.00 (</u>	<u>212.22)</u>	<u>167.80</u>
CONTRACTUAL SERVICES							
5100-530.01 Professional Services	61,260.00	396.00	0.00	44,561.51	0.00	16,698.49	72.74
5100-530.02 Contractual Services	46,000.00	3,833.00	0.00	34,497.00	0.00	11,503.00	74.99
5100-530.03 Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5100-530.04 Utilities-Gas, Water, Elec	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5100-530.05 Printing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5100-530.06 Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5100-530.08 Equipment Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5100-530.09 Travel	4,500.00	0.00	0.00	875.00	0.00	3,625.00	19.44
5100-530.10 Membership	1,200.00	0.00	0.00	875.00	0.00	325.00	72.92
5100-530.15 EDC Project Funding	286,031.00	567.50	0.00	106,199.87	0.00	179,831.13	37.13
5100-530.16 Miscellaneous	14,932.00	10,000.00	0.00	10,201.84	0.00	4,730.16	68.32
TOTAL CONTRACTUAL SERVICES	<u>413,923.00</u>	<u>14,796.50</u>	<u>0.00</u>	<u>197,210.22</u>	<u>0.00</u>	<u>216,712.78</u>	<u>47.64</u>
TOTAL LVEDC	<u>414,236.00</u>	<u>14,796.50</u>	<u>0.00</u>	<u>197,735.44</u>	<u>0.00</u>	<u>216,500.56</u>	<u>47.73</u>
*** TOTAL EXPENDITURES ***	<u>414,236.00</u>	<u>14,796.50</u>	<u>0.00</u>	<u>197,735.44</u>	<u>0.00</u>	<u>216,500.56</u>	<u>47.73</u>
** REVENUE OVER (UNDER) EXPENDITURES *	<u>(414,236.00)</u>	<u>7,052.85</u>	<u>0.00</u>	<u>(33,358.30)</u>	<u>0.00</u>	<u>(380,877.70)</u>	<u>91.95</u>
NET GAIN OR (LOSS)	<u>(414,236.00)</u>	<u>7,052.85</u>	<u>0.00</u>	<u>(33,358.30)</u>	<u>0.00</u>	<u>(380,877.70)</u>	<u>8.05</u>

**COMBINED SALES TAX REPORT
FY 2016**

	City Sales	Street	Economic Development	TOTALS
Dec-15	171,841.65	42,954.50	21,477.25	236,273.40
Jan-16	171,410.51	42,846.74	21,423.37	235,680.62
Feb-16	208,640.82	52,153.03	26,076.52	286,870.37
Mar-16	171,793.85	42,942.56	21,471.28	236,207.69
Apr-16	169,065.50	42,260.56	21,130.28	232,456.34
May-16	241,737.84	60,426.15	30,213.07	332,377.06
Jun-16	173,946.05	43,480.53	21,740.27	239,166.85
Jul-16				-
Aug-16				-
Sep-16				-
Oct-16				-
Nov-16				-
TOTALS	1,308,436.22	327,064.07	163,532.04	1,799,032.33

	Crime District
Dec-15	20,829.10
Jan-16	20,648.46
Feb-16	29,358.60
Mar-16	20,951.31
Apr-16	20,549.41
May-16	29,082.06
Jun-16	21,193.74
Jul-16	
Aug-16	
Sep-16	
Oct-16	
Nov-16	
TOTALS	162,612.68

From: Martin Gutierrez <martin@bringyourownparts.com>
Sent: Thursday, July 14, 2016 8:49 AM
To: Patricia.manea@leonvalleytexas.gov
Cc: Ana Federico
Subject: Facade

This is Martin with bring your own parts I am still very interested in changing the front of my building as I explained in our last meeting I want to spend more than 20k on improvements. Our building is in need of major work . In our last meeting I gave you drawings and a total budget to complete that project but I haven't heard back from you. I do not want to loose the 10k that was granted to me, and want to start on improvements right away. Can you please contact me at 2103368645 so we can discuss.

Sent from my iPhone

VIRTUAL LEARNING CONCEPTS

[Home](#)[Contact Us](#)[Course Registration](#)[Course Login](#)

Public Funds Investment Act Online Training



Texas Public Funds Investment Act Online Training - 10 Hour CPE

Our signature course, 10 Hour Continuing Education Credit training that satisfies the Texas Public Funds Investment Act for Investment Officers. We have partnered with Linda Patterson (Patterson & Associates) the Co-Author of the Texas Public Funds Investment Act to bring this CPE credited training that is 100% available online with no additional materials needed. All training material is located within the training course server and includes a detailed (downloadable) study guide to use with your training.

Once you have purchased your training and self-registered within our secure course server you will have 90 days (accessible 24/7) to complete the training. We understand that there are competing priorities and can (upon request) grant an additional 90 days of access if circumstance warrant.

We have also partnered with the Texas Municipal League (TML) to offer their members an exclusive discount coupon that can be obtained from TML via your TML member login at TML's website.

Payment is easy and painless as we accept all major credit cards and check payments. When purchasing your training you will be asked what payment method you would like to use in the shopping cart.

PRICE \$275.00

[Add to basket](#)

Austin

Event Details

[REGISTER NOW](#)

Retail Live Austin 2016

DATES & PRICING

August 18 2016 at the JW Marriott Downtown Austin

General Registration: \$295

Late Registration after August 1: \$325

Retail Live! Event Program

11:00 AM – 1:00 PM Onsite Registration and Pre Registered Badge Pickup

1:00 PM – 5:00 PM Retail Live! Trade Show

5:00 PM – 8:00 PM Reception and Live! Entertainment

WHAT'S INCLUDED:

Registration Fee includes Trade Show entry, Retail Live! Trade book, Great Food and Reception which includes 2 drink tickets per registrant and Live! entertainment!

ABOUT RETAIL LIVE! AUSTIN 2016

Retail Live! is similar to many regional networking events; there is an exhibit part of the program as well as a reception. The key difference is that ONLY retailers are allowed to have an exhibit at the Retail Live! trade show other than a few VIP sponsors. This allows the brokers, landlords, developers, and other related industry professionals who attend the program to present their projects or services to only these retailers. The reason this is important is that it drives the attendance; when people know they are getting in front of hundreds of retailers, they attend. In less than a day, participants get a chance to network directly with retailers actively expanding in Texas, Oklahoma, Colorado, Louisiana, New Mexico, Mississippi, and Arkansas. In many ways, this is the opposite of a typical industry event; it is laid back, attire is casual, meetings are impromptu, and the ambiance is festive. For more info visit our website www.retaillive.com.

WHAT TO EXPECT

At registration, each registrant receives a Retail Live! Trade Book with each participating retailer's site specifications, areas of expansion in the Southwest and Gulf South regions, and real estate contact information (and broker when applicable). This is where it benefits the retailers and their real estate partners- they get a chance to get their contact information out together with their client's site criteria to hundreds of people in less than a full day's work. It is much more productive than cold calling and email blasts, or 30 minute meeting blocks. Such is the case at more traditional event programs where you can only fit in 20 meetings, assuming your schedule is completely full. At Retail Live!, registrants get the chance to speak to at least 5 times that amount at a 3 or 4 hour trade show. The trade show is immediately followed by a reception with great food, cocktails and Live! entertainment for additional opportunities to network with all the retailers and industry professionals.

REGISTER EARLY; SPACE IS LIMITED

Retail Live! is a great excuse for people to visit Austin, network with people from all over the Southwest and Gulf South region with minimal time commitment, and experience Live! entertainment. And who isn't looking for an excuse to come to Austin?

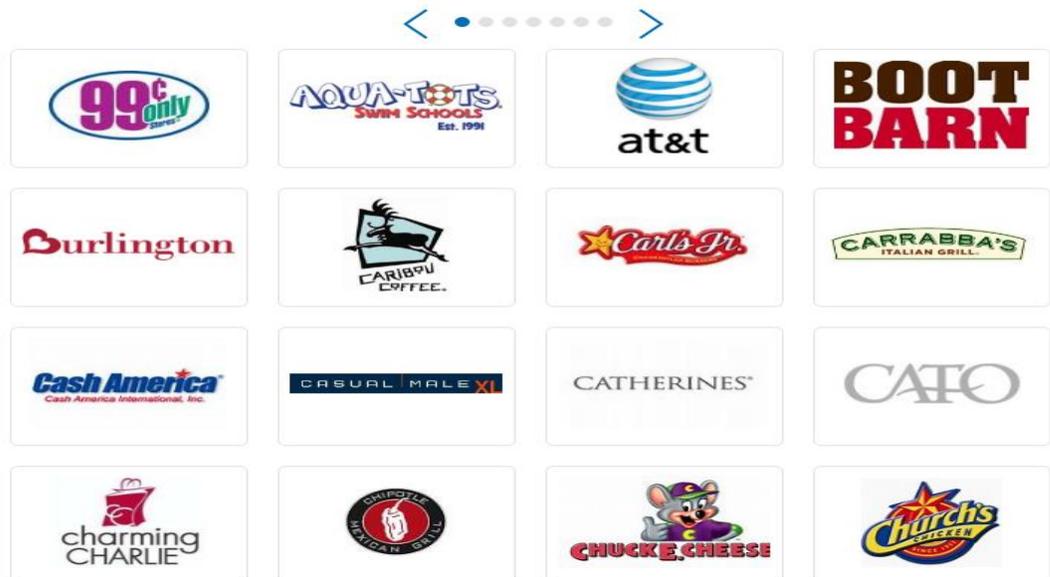
We look forward to seeing you at Retail Live Austin!

Check out the Retail Live Austin 2015 Retailers below!

Retailers

ARE YOU A RETAILER INTERESTED IN PARTICIPATING IN THIS RETAIL LIVE! EVENT?

Join these retailers at this exciting networking event. Submit your request using our [online form](#) or contact us at michael@retailliveusa.com.



October 5, 2016 - October 7, 2016 - Dallas, TX United States



REGISTER ▶

RETAILER CENTRAL REGISTRATION ▶

ATTENDEES ▶

EXHIBITORS ▶

RETAILER CENTRAL EXHIBITORS ▶

PRICING

	<i>through</i> 28 Sep 2016	<i>after</i> 28 Sep 2016
Non-Member:	\$525.00	\$645.00
Member:	\$295.00	\$365.00
ICSC Student Member:	\$50.00	N/A
Retailer Member: **	\$0.00	N/A

**ICSC Retailer Members are required to register in advance to receive complimentary registration - no complimentary registration on-site. Third party retail representatives do not qualify for complimentary registration.

EVENT DETAILS

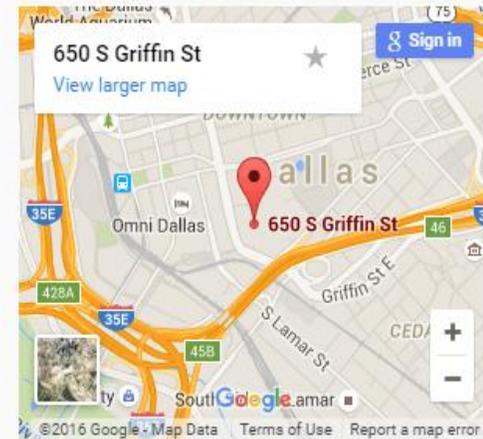


Held annually these deal making events are a great opportunity for owners, developers, retailers, brokers, lenders, municipalities, property asset managers and product and service providers to gather under one roof to exhibit, make deals and form successful business partnerships.

Join the Conversation on Twitter: Tweet using the hashtag [#TexConf](#) and follow [@ICSC](#) for the latest news and updates on the event.

[ICSC mobile](#) app enables you to connect with attendees before, during and after ICSC events. ICSC members have access to over 70,000 industry contacts to keep you connected 365 days a year. Download now for your

When & Where



Kay Bailey Hutchison Convention Center
650 S. Griffin St.
Dallas, TX 75202
United States

October 5, 2016 - October 7, 2016

[Add to Calendar](#)



Event Contact

2016 Annual Conference



[Location & Accommodations](#) | [Networking Opportunities](#) | [Golf Tournament](#) | [Award Luncheon](#) | [Sponsorship & Exhibitor Opportunities](#)

[Register for Event](#)

[List of Registrants](#)

DRAFT AGENDA TO BE POSTED SOON!

Dates of Event: October 19-21, 2016

Time of Event: Wednesday 11 am - Friday 12 pm

Registration Deadline: October 7, 2016

Registration Rate TEDC Member: \$500

Registration Rate Non-Member: \$550

The TEDC's 2016 Annual Conference theme is **Adapting to an Ever Changing Economic Development Landscape**. The Annual Conference will be held at the Hyatt Regency Riverwalk Hotel in San Antonio, Texas. The two and one-half day event will feature numerous general and breakout sessions on economic development topics and trends, three Peer Group Roundtables, the Community Economic Development Award luncheon, two networking receptions, numerous networking breaks, a new member orientation, a golf tournament and an auction to support the TED's PAC. The conference will kick-off Wednesday morning with a golf tournament and will conclude on Friday with the TEDC's board of director's meeting.

The TEDC's 2016 Annual Conference is recognized by the International Economic Development Council (IEDC) as a professional development training that counts toward the recertification for Certified Economic Developers (CEcD).

Hyatt Regency San Antonio Riverwalk

123 Losoya Street
San Antonio, TX 78205
(210) 222-1234

OVERNIGHT ACCOMMODATIONS:

The TEDC's discounted room block rate at the Hyatt Regency is currently \$199.00/night+tax. There are **limited number** of rooms available in the TEDC's room block. The room block rate will expire on **September 28th**, 2016.

To book your reservation by phone: 1-800-233-1234

To book your reservation online: [Room Reservation Link](#)

Parking:

The TEDC group discount for self-parking is \$14.00 per day (regularly \$25.00).

Networking Opportunities

NEW MEMBER WELCOME & ORIENTATION:

The New Member Orientation will be held Wednesday, October 19th. Attending the New Member Welcome & Orientation is a great way to meet members of the TEDC leadership, learn how to access valuable resources and get the maximum benefit from your TEDC membership. The New Member Welcome & Orientation is open to all new members and anyone interested any learning more about the TEDC.

Award Luncheon

The 2016 Community Economic Development nominees and recipients will be honored at the TEDC Award Luncheon Thursday, October 20th. The Award Luncheon is included in your conference registration.

Golf Tournament

[Breakerside Park Golf Course](#)

RESOLUTION No. 16-09R

A RESOLUTION OF THE LEON VALLEY ECONOMIC DEVELOPMENT CORPORATION (LVEDC) TO ENTER IN AN AGREEMENT WITH THE RETAIL COACH FOR THE CONTINUATION OF SERVICES FOR ONE (1) YEAR WITH THE SERVICES OUTLINED IN OPTION ___; AND TO EXPEND \$_____ IN LVEDC FUNDS FOR THE AGREEMENT

WHEREAS, the mission of the Leon Valley Economic Development Corporation is to promote businesses within the City or businesses relocating into the City; and

WHEREAS, the mission of the Leon Valley Economic Development Corporation also supports improvements to businesses which will improve sales tax generation and attract other businesses to the City; and

WHEREAS, the Leon Valley Economic Development Corporation entered into an agreement with The Retail Coach to develop and economic development retail plan for Leon Valley in 2013, and continued services for one (1) year, which ended June 2015; and

WHEREAS, the Leon Valley Economic Development Corporation wishes to continue using The Retail Coach for data gathering and analysis, reporting and marketing; and

WHEREAS, the Leon Valley Economic Development Corporation agrees to expend \$_____ in LVEDC funds for the services outlined in Option ___.

NOW THEREFORE, BE IT RESOLVED that the Leon Valley Economic Development Corporation of the City of Leon Valley, that:

1. The LVEDC Board approves the agreement with The Retail Coach for the services outlined in Option __. This agreement is hereby incorporated for all purposes and is attached as Exhibit "A".
2. The LVEDC Board approves the expenditure of \$_____ of LVEDC funds for the services.

PASSED, ADOPTED AND APPROVED by the Leon Valley Economic Development Corporation this the 27th day of July, 2016.

APPROVED

Patricia Manea
Board President

Attest: _____
Larry Proffitt
Board Secretary

Approved as to Form: _____
Denise Frederick
LVEDC Attorney

Retail Economic Development Plan (Update)

Leon Valley Economic Development Corporation

March 2016

Prepared by C. Kelly Cofer, CCIM and Aaron Farmer



The Retail Coach, LLC
P.O. Box 7272
Tupelo, MS 38802-7272
Tel 662.844.2155
Fax 662.844.2738
info@theretailcoach.net

THIS AGREEMENT is made and entered into as of the ____ day of _____, _____ by and between a limited liability entity, The Retail Coach, L.L.C. (hereinafter “TRC”) and The Leon Valley Economic Development Corporation (hereinafter “LVEDC”).

WITNESSETH:

WHEREAS, The LVEDC is seeking to attract retail and retail development to Leon Valley;

WHEREAS, TRC desires to provide assistance to LVEDC with market research services and the assessment, development and execution of a targeted retail recruitment and development strategy for Leon Valley;

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements regarding the services to be performed by TRC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Phase 1

Extensive research will be performed to provide a clear picture of the factors shaping the retail environment in Leon Valley including demographic, socioeconomic and psychographic profiles; the workplace population; and consumer spending patterns. An assessment of Leon Valley's primary retail corridors will reveal new development and redevelopment opportunities. The findings of this research combined with a Retail Gap/Opportunity Analysis calculating estimated potential sales (demand) will support the development of specific recommendations for positioning Leon Valley to achieve its retail expansion and development goals.

Demographic Profile

The Retail Coach will create comprehensive 2010 Census, 2016, and 2021 demographic profiles for the Retail Trade Area and Leon Valley Community. The profile includes the following characteristics:

- Population and Population Growth
- Population Trends
- Average Annual Population Growth
- Ethnicity
- Income
- Age
- Households and Household Growth
- Educational Attainment

Psychographic Profile

- We conduct a psychographic analysis of the households in Leon Valley's Retail Trade Area using socioeconomic and demographic data to measure consumer attitudes, values, lifestyles and purchasing behaviors to gain an understanding of the types of retailers that may be interested in Leon Valley.
- We create a bar graph of the 66 lifestyle classifications, highlight the dominant lifestyle segments in Leon Valley and provide comprehensive lifestyle segment definitions.
- We rank lifestyle segments and categorize them by summary group, segment code and segment name.

Retail Gap/Opportunity Analysis

The Retail Coach will perform a Retail Gap Analysis that estimates potential retail sales (demand) for the Retail Trade Area and compare these figures to estimated sales figures (supply) to calculate approximate retail dollars "coming in" or "flowing out" of Leon Valley. The Retail Gap Analysis will:

- Identify retail sales surpluses and leakages for different retail categories.
- Distinguish the retail categories that have the highest prospect for success and quantify their retail potential.
- Develop and provide summary tables and graphs of each retail category illustrating potential sales versus estimated actual sales.

Phase 2

With unparalleled access to national and regional retailers, we cross-reference preferred customer and site selection criteria with the findings from Leon Valley's area market analysis and Retail Gap/Opportunity Analysis. Customized community marketing tools and site profiles are developed to position for targeted recruitment of the retailers who are most likely to be successful in Leon Valley.

Retailer Matching

We will identify regional and national retailers whose essential location factors match the sites identified in Leon Valley.

- We provide a preliminary list retailers based on the matching of their site selection criteria to our findings from the area market analysis, competition assessment, Retail Trade Area determination, demographic and psychographic profiles, and Retail Gap/Opportunity Analysis.
- We review the preliminary target list with Leon Valley staff and work together to prepare a final target list of retailers for recruitment.

Retail Expansion Positioning

We use the market insight gathered through our research in Leon Valley to establish the strongest position for successful retail recruitment. The first and most critical step in reaching out to targeted retailers is providing the information corporate real estate directors and site selectors need to make initial decisions about locating in Leon Valley.

We produce a comprehensive Retail Feasibility Package that includes: § Community Overview

- Location Map
- Retail Trade Area Map
- Retail Trade Area Demographic Profile Summary
- Existing Community Retailers
- Retail Gap/Opportunity Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Web link to Retail Site Profiles

- The content of the Leon Valley Retail Feasibility Package is placed on The Retail Coach's online community portal at www.theretailcoach.net. Leon Valley will have a custom landing page and visual, user-friendly presentation of the content.
- The content of the Leon Valley Retail Feasibility Package will be used to develop an engaging email campaign. The customized email will include a link to the community portal at www.theretailcoach.net. The link may also be placed on Leon Valley' city and economic development websites.
- We will send the Retail Feasibility Package email to targeted retailers during the recruitment phase. Emails and phone calls will be made during this phase to determine the level of interest each retailer has in Leon Valley.
- We provide a Retailer Recruitment Status Report that includes each retailer's complete contact information and any comments resulting from our outreach activities.

B. TIMELINE AND PRICING

1 | PROJECT TIMELINE & PRICING

The term of the project is 12 months. A project timeline will be submitted to staff at the Kick-Off Meeting, indicating trip details and delivery dates.

Please circle desired option:

Option 1: Data Plan - \$5,000 - Includes Phase 1 - One payment of \$5,000 due at execution

Option 2: Data Plan and Recruitment \$15,000 - Includes Phases 1-2 – 2 Payments – Execution and 90 Business Days

Project fees are payable within thirty (30) days after receipt of the invoice.

Should LVEDC request a special assignment or additional work not specifically referenced in the contract, The Retail Coach will prepare a written authorization to be signed by LVEDC in advance of commencing any additional work.

Reimbursable Project Expenses: Reimbursable expenses will not exceed \$1,000. Reimbursable expenses include:

- Travel costs
- Cost of special renderings and maps, if any
- Cost of copies for reports and maps/drawings
- Cost of shipping expenses, if any Project expenses are payable within 15 days after receipt of the expense invoice.

2 | Deliverables

The Retail Coach will provide the following deliverables at the end of the project period electronically.

The Retail Coach has found that communities must have accurate, current information at their fingertips and be able to respond to retail site selector, broker, and developer requests instantaneously. To enable communities to better meet these demands, we provide select reports in a package format, which includes cover page, appropriate logo and contact information, and sourcing.

Phase 1

- Retail Trade Area Map
- Community demographic profile (historical/current/projected)
- Retail Trade Area Map with Demographic Profile (Historical/Current/Projected)
- Retail Gap Analysis, including a summary table showing surpluses and/or leakages
- Psychographic Profile

Phase 2

- Retailer Match List
- Retailer Feasibility Packages
- Retail Recruitment Tracking Spreadsheet
- Retail Trade Area Map with Demographic Profile (Historical/Current/Projected)

IN WITNESS WHEREOF, the parties have executed this agreement as of the ____ day of _____, 2016.

The Retail Coach, L.L.C.

By: _____

C. Kelly Cofer, President/CEO

Leon Valley Economic Development Corporation

By: _____



EXHIBIT "A" ADDENDUM

THIS ADDENDUM is attached and made a part hereof of that certain Agreement from The Retail Coach, L.L.C. ("TRC"), and the Leon Valley Economic Development Corporation (LVEDC), a Texas Economic Development Corporation dated the _____ day of _____ 2016 ("Agreement"). This Addendum amends the Agreement by and between the LVEDC and TRC for national retail expansion and development consulting. In the event of a conflict between the Addendum and the Agreement, the Addendum shall exclusively control.

OWNERSHIP OF DOCUMENTS

As part of the total compensation which LVEDC has agreed to pay TRC for the professional services to be rendered under this Agreement, and upon such payment, TRC agrees that all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports which are produced by TRC are and will remain the property of the LVEDC. TRC shall have the right to use such work products for TRC's purposes. Notwithstanding the foregoing, TRC shall retain all rights in its standard databases, computer software and any other proprietary information provided pursuant to this agreement, whether or not such proprietary information was modified during the course of providing the services under this Agreement.

INSURANCE

TRC shall purchase and maintain typical and appropriate insurance including professional liability insurance (errors & omissions), comprehensive general liability, workers compensation and automobile liability insurance for the work to be performed under the Agreement, and for any and all insurable claims which may arise out of, or result from, TRC's performance under the Agreement, whether it is to be performed or furnished by TRC, by any subcontractor, by anyone directly or indirectly employed by any of them, to perform or furnish any of the work as proposed, or by anyone for whose acts, errors and/or omissions any of them including TRC may be liable.

INDEMNITY

SUBJECT TO THE LIMITATIONS SPECIFIED IN THIS INDEMNITY PROVISION, TRC, ON ITS BEHALF AND ON BEHALF OF ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE TRC, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THEIR EXERCISE OF PERFORMANCE OF WORK REQUIRED UNDER THE AGREEMENT, COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS LVEDC, INCLUDING ITS AGENTS, OFFICERS

AND ASSIGNS, AND ALL ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF LVEDC WHO ARE ENTITLED TO RELY ON ANY OF THE WORK PERFORMED BY TRC UNDER THE AGREEMENT, INDIVIDUALLY OR COLLECTIVELY, (“INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL COSTS, ATTORNEYS’ FEES, DAMAGES, LOSSES, EXPENSES, FEES, FINES, OR MONETARY PENALTIES WHICH ARISE WHICH, DIRECTLY OR INDIRECTLY, ARISE OUT OF, OR RESULT FROM, TRC’S NEGLIGENT ACTS OR OMISSIONS OR OTHER ACTS INCLUDING INTENTIONAL AND WILFUL MISCONDUCT ARISING FROM TRC’S WORK UNDER THIS AGREEMENT.

LIMITATIONS ON INDEMNITY:

- A. NOTHING IN THIS INDEMNITY WAIVES ANY GOVERNMENTAL IMMUNITY AVAILABLE TO LVEDC UNDER TEXAS LAW OR ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW THE RIGHTS TO WHICH ARE EXPRESSLY RESERVED HEREIN TO THE FULLEST EXTENT AUTHORIZED BY LAW AND MINIMALLY TO THE EXTENT THEN AND THERE EXISTING PRIOR TO THE EXECUTION HEREOF.**
- B. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS EITHER EXPRESS OR IMPLIED, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
- C. THE MONETARY AMOUNTS FOR WHICH TRC IS LIABLE UNDER THIS INDEMNITY ARE STRICTLY LIMITED TO: (1) IN ALL EVENTS, THE AMOUNT FOR WHICH TRC WOULD BE LIABLE UNDER THE LAWS OF THE STATE OF TEXAS FOR ITS NEGLIGENT PERFORMANCE OR INTENTIONAL DISREGARD OF ANY LAW, RULE OR REGULATION, AND IN NO EVENT SHALL COVER ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY PERSON; AND (2) IF THE CLAIM IS COVERED BY ANY INSURANCE CARRIED BY TRC, THE TOTAL PER OCCURRENCE LIMIT OF INSURANCE COVERAGE STATED IN SUCH INSURANCE POLICY OR POLICIES FOR THE DAMAGES SPECIFIED IN THIS ADDENDUM.**
- D. EACH INDEMNIFIED PARTY SHALL ADVISE TRC, IN WRITING OF ANY CLAIM ASSERTED UNDER THIS INDEMNITY PROVISION AND SHALL INCLUDE A COPY OF ANY DOCUMENT OR INSTRUMENT ASSERTING THE CLAIM.**
- E. TRC SHALL ADVISE LVEDC IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND OF WHICH TRC HAS KNOWLEDGE AGAINST LVEDC, OR TRC RELATED TO OR ARISING OUT OF THE TRC’S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM(S) OR DEMAND(S) AT THE TRC’S COST. LVEDC SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE(S) WITHOUT RELIEVING THE TRC OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. THE INDEMNITY PROVIDED**

HEREIN SHALL SURVIVE TERMINATION OF THE AGREEMENT FOR THE APPLICABLE LIMITATIONS PERIOD.

F. TRC SHALL PROVIDE CERTIFICATES OF COVERAGE NAMING LVEDC AS AN ADDITIONAL INSURED ON ALL POLICIES OF INSURANCE REQUIRED HEREIN OTHER THAN WORKER'S COMPENSATION AND PROFESSIONAL LIABILITY INSURANCE. ALL POLICIES PROVIDED FOR HEREIN SHALL INCLUDE BLANKET WAIVERS OF SUBROGATION.

ENTIRE AGREEMENT & SEVERABILITY

The Agreement and Addendum shall be construed with and under the laws of the State of Texas, and all obligations of the PARTIES created hereunder are performable by TRC in Bexar County, Texas wherein exclusive venue shall lie for any and all matters related to the enforcement, performance, or interpretation hereof. The document including the Addendum may be executed in multiple originals and counterparts and shall comprise the entire Agreement of the PARTIES which may not be in anywise modified or amended except by a separate writing mutually signed and approved by the PARTIES.

In the event one or more of the provisions contained in the Agreement or this Addendum shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement and the Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement or this Addendum, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements as permitted by law, in addition to any other relief to which such party may be entitled.

Leon Valley Economic Development Corporation

Patricia Manea, President

Date: _____

The Retail Coach, L.L.C.

C. Kelly Cofer, President/CEO

Date: _____

APPROVED AS TO FORM:

**Denise Frederick
LVEDC Attorney**

Date: _____

Estimate #2310



Billing Address
Leon Valley EDC
6400 El Verde Road
Leon Valley TX 78238
(210) 684-1391

Service Address
Leon Valley EDC
6400 El Verde Road
Leon Valley TX 78238
(210) 684-1391

Send Payment To
Aerial Focus
4885 Alpha Rd. Suite 155
Dallas Tx 75244 US
214-866-0700
dale@aerialfocusinc.com

Contact: Patricia Manea

Contact: Patricia Manea

Date	06/29/16
Total	\$6,025.00
Payments	\$0.00
Balance	\$6,025.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
CIP	Custom Image Processing	\$500.00		1.0	\$500.00
GRAPHICS	Custom Graphics	\$125.00		15.0	\$1,875.00
LITHO	Litho Posters (1st 100)	\$1,500.00		1.0	\$1,500.00
LITHOREP	Litho Reprint (500 quantity)	\$1.00		500.0	\$500.00
LITHOFLIP	Flipside printing (UNLIMITED QUANTITY)	\$1,500.00		1.0	\$1,500.00
FOLD	Professional Folding	\$150.00		1.0	\$150.00
Delivery	FedEx TBD	\$0.00		1.0	\$0.00
				Subtotal	\$6,025.00
				Tax (NonTaxable)	\$0.00
				Total	\$6,025.00

Notes

Terms

50% Deposit Due when is order is placed
Balance due upon completion





LEGEND

- Residential
- Parks
- Commercial Property (Available: C1-C5)