



***** PUBLIC NOTICE *****

**NOTICE OF A CORINTH ECONOMIC DEVELOPMENT CORPORATION (CEDC)
OF THE CITY OF CORINTH
SPECIAL SESSION**

**Monday, February 27, 2017, 6:30 P.M.
City Hall
Conference Room - Room 102
3300 Corinth Parkway
Corinth, Texas 76208**

* Pursuant to Texas Government Code Section 551.002, a quorum of the City Council of Corinth may attend the following meeting and may participate in discussion on the agenda items listed below, but will not take any action.

CALL TO ORDER

CITIZENS COMMENTS

In accordance with the Open Meetings Act, the Board is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the published agenda items are appreciated by the Board and may be taken into consideration at this time or during that agenda item. *All remarks and questions addressed to the Board shall be addressed to the Board as a whole and not to any individual member thereof.* Section 30.041B Code of Ordinance of the City of Corinth.

CONSENT AGENDA

1. Consider and act on minutes from the February 6, 2017 meeting.

BUSINESS AGENDA

1. Receive a presentation and hold a discussion on retail retention and recruitment efforts for the City of Corinth.
2. Discuss, consider and take action on selecting a consultant to perform a hotel feasibility study for the Corinth Economic Development Corporation.

REPORTS AND UPDATES

1. Board Members
2. Executive Director

EXECUTIVE SESSION

If, during the course of the meeting, any discussion of any item on the agenda should need to be held in executive or closed session for the Board to seek advice from the City Attorney as to the posted subject matter of this Board Meeting, the Board will convene in such executive or closed session, in accordance with the provisions of the Government Code, Title 5, Subchapter D Chapter 551, to consider one or more matters pursuant to the following:

Section 551.071. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

Section 551.072. To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.074. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

After discussion of any matters in executive session, any final action or vote taken will be in public by the Board. The Board shall have the right at any time to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS.

ADJOURN

Posted this ____ day of _____, 2017 at ____ on the bulletin board at Corinth City Hall.

Jason Alexander, Economic Development Director
City of Corinth, Texas

EDC Special Session

1.

Meeting Date: 02/27/2017

Title: Meeting Minutes

Submitted By: Jason Alexander, Director

Finance Review: N/A

Legal Review: N/A

Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the February 6, 2017 meeting.

AGENDA ITEM SUMMARY/BACKGROUND

The minutes from the February 6, 2017 meeting.

RECOMMENDATION

N/A.

Fiscal Impact

Source of Funding: N/A

FINANCIAL SUMMARY:

N/A.

Attachments

February 6, 2017 Meeting Minutes

**STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH**

On this 6th day of February, 2017 the Corinth Economic Development Corporation (CEDC) of the City of Corinth, Texas, met in Regular Session at 6:00 P.M. at Corinth City Hall, located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members, to wit:

CEDC Board Members:

Lowell Johnson – President
Mike Amason – Vice President (arrived at 6:45 P.M.)
Tina Henderson – Secretary
Don Glockel – Director
David Burnett – Director
Wade May – Director
Jerry Blazewicz – Director

CEDC Board Members Absent:

Others Present:

Jason Alexander, Executive Director
Catherine Stallcup, Administrative Assistant

CALL TO ORDER:

President Lowell Johnson called the meeting to order at 6:00 P.M.

CONSENT AGENDA:

- 1. Consider and act on minutes from the January 9, 2017 meeting.**
- 2. Consider and act on the Corinth Economic Development Corporation Finance Report for the period ending December 2016.**

Hearing no objections, Johnson announced that the items on consent agenda were approved.

PASSED BY CONSENT

BUSINESS AGENDA:

- 3. Hold a discussion and provide staff direction on an analysis of the demand for hospitality services and related amenities in Corinth.**

Jason Alexander explained that over the last few months the City has received significant interest from hotel developers wanting to develop in Corinth. One of the things we have been looking at is the type of brand and what amenities should go along with a hotel in Corinth.

Alexander stated that a hotel feasibility study can tell us the number of rooms that the City can support, the type of brand and the type of amenities. The study will make it easier for us to have a conversation with hotel developers because there is a report available to show what the market can support.

Alexander would like to pursue a statement of qualifications to competitively bid the study. The study cannot be conducted as a professional services agreement because it would violate state law with respect to competitive bidding. As the study is considered to be a contract for service as stated in the Corinth Economic Development Corporation Bylaws, it would require City Council approval.

Johnson said it could cost as much as \$25,000 - we won't know until it is bid out.

Discussion was held regarding a statement of qualifications.

Don Glockel asked how the study would be funded. Alexander responded that there was money available in the budget, and that he would request a budget transfer to shift funds around to fund the study.

Glockel inquired about the amount of time it would take to complete the study. Alexander answered that it would take approximately 90 days to complete. However, he stated he would push to have the study completed sooner.

The Board, to expedite the process, asked if the Corinth Economic Development Corporation could meet in Special Session on February 27, 2017 to consider and act on a resolution requesting approval from the City Council to move forward with the study.

4. Board Members

No updates at this time.

5. Executive Director

Alexander updated the Board on the following:

- To have representatives from Buxton Company to tentatively discuss a retailer update at the March 6th meeting.
- To request the Board consider funding a drainage study for development to the west of Interstate Highway 35E.
- That the City of Corinth Boards Appreciation Dinner would be held on March 23rd at 6:30 P.M.

EXECUTIVE SESSION:

If, during the course of the meeting, any discussion of any item on the agenda should need to be held in executive or closed session for the Board to seek advice from the City Attorney as to the posted subject matter of this Board Meeting, the Board will convene in such executive or closed session, in accordance with the provisions of the Government Code, Title 5, Subchapter D, Chapter 551, to consider one or more matters pursuant to the following:

Section 551.071. Private consultations with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or a matter in which the duty of the attorney to the government

body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

Section 551.072. To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.074. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

A. Discuss potential economic development incentives for business prospects seeking to locate in Corinth.

After discussion of any matters in executive session, any final action or vote taken will be in public by the Board. The Board shall have the right at any time to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

Johnson recessed the Regular Session meeting and went into Closed Session meeting at 6:26 P.M. (See Executive Session)

Johnson reconvened the Regular Session meeting at 7:44 P.M.

ADJOURN:

There being no further business, the February 6, 2017 Regular Session of the Corinth Economic Development Corporation stood adjourned at 7:44 P.M.

Catherine J. Stallcup, Administrative Assistant
City of Corinth

Lowell Johnson – President
Corinth Economic Development Corporation

EDC Special Session

1.

Meeting Date: 02/27/2017

Title: An Update on Retail Retention and Recruitment Efforts

Submitted By: Jason Alexander, Director

Finance Review: N/A

Legal Review: N/A

Approval: Bob Hart, City Manager

AGENDA ITEM

Receive a presentation and hold a discussion on retail retention and recruitment efforts for the City of Corinth.

AGENDA ITEM SUMMARY/BACKGROUND

The Corinth Economic Development Corporation (CEDC) renewed the professional services agreement with Buxton Company for assistance with developing and implementing a retail retention and recruitment strategy during its Special Session held on January 9, 2017. Since that time, Buxton Company conducted a second analysis of Corinth's trade area to gather data and determine the next list of retailers that are an excellent match. The presentation will highlight the collected data, present trends defining Corinth and its trade area and how CEDC can capitalize on those trends to retain and recruit retailers.

RECOMMENDATION

N/A.

Fiscal Impact

Source of Funding: N/A

FINANCIAL SUMMARY:

N/A.

Attachments

PowerPoint Presentation

2017 RETAIL RECRUITMENT & RETENTION SOLUTION

CORINTH, TX



OBJECTIVE

Corinth, TX's Objectives Are:

- Understand its retail economic condition and seek an actionable program to recruit new retailers.

Buxton Solution:

- Buxton's retail recruitment solution identifies specific retailers who seek a market with household purchasing habits just like yours and provides custom pursuit packages for up to 20 of these retailers.
- This solution is a marketing strategy that enables community leaders to immediately implement a retail development program targeting new retail growth as well as retaining existing business.

PROJECT STATUS

Process Outline

Your Unique Thumbprint

- Drive-Time Trade Area
- Consumer Market Assessment

Target Retailer Identification

- Consumer Profile Match Process
- Retail Market Conditions

Implementation

- Pursuit Packages
- Contact Information
- Engagement letters

Status

Complete: Results Provided

In Process

In Process

RETAIL THUMBPRINT



CONSUMERS



**DRIVE-TIME
TRADE AREA**



**YOUR RETAIL TRADE
AREA'S UNIQUE
THUMBPRINT**

DRIVE-TIME TRADE AREA

DRIVE-TIME TRADE AREA ANALYSIS

- Drive-Time Trade Area identifies how far (in minutes) consumers are willing to drive to consume goods/services within your community.
- The recommended drive-time trade area is meant to encompass the day-in-day out sustainable consumer base. Less frequent consumers may fall outside of the trade area as they are not considered to be day in day out consumers.
- Buxton's proprietary drive-time software analyzes:
 - Speed limits
 - Road classification
 - Length of road
 - Time of day
 - Additional variables

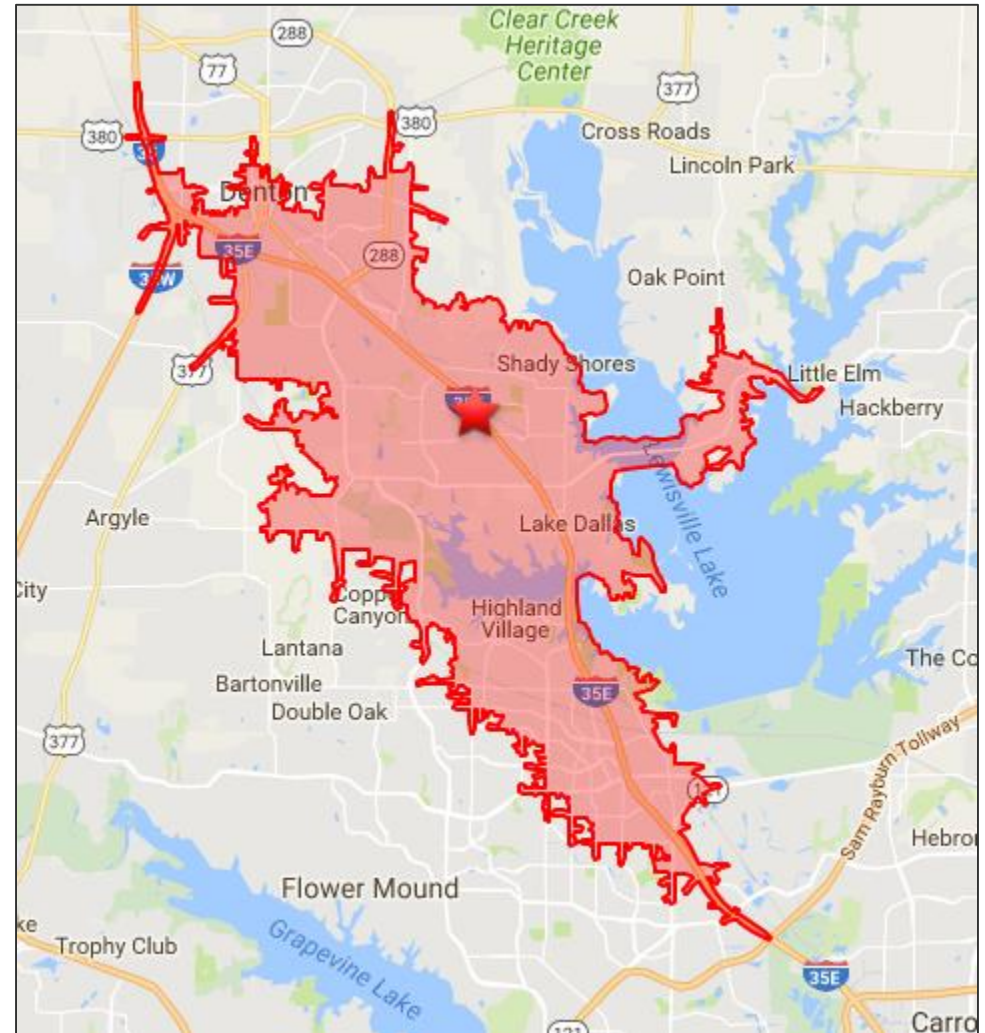
DRIVE-TIME TRADE AREA

Drive-Time Trade Area: 15 minutes

The day in day out sustainable consumer base lives within 15 minutes.

★ I-35 & Corinth Pkwy,
Corinth, TX 76210

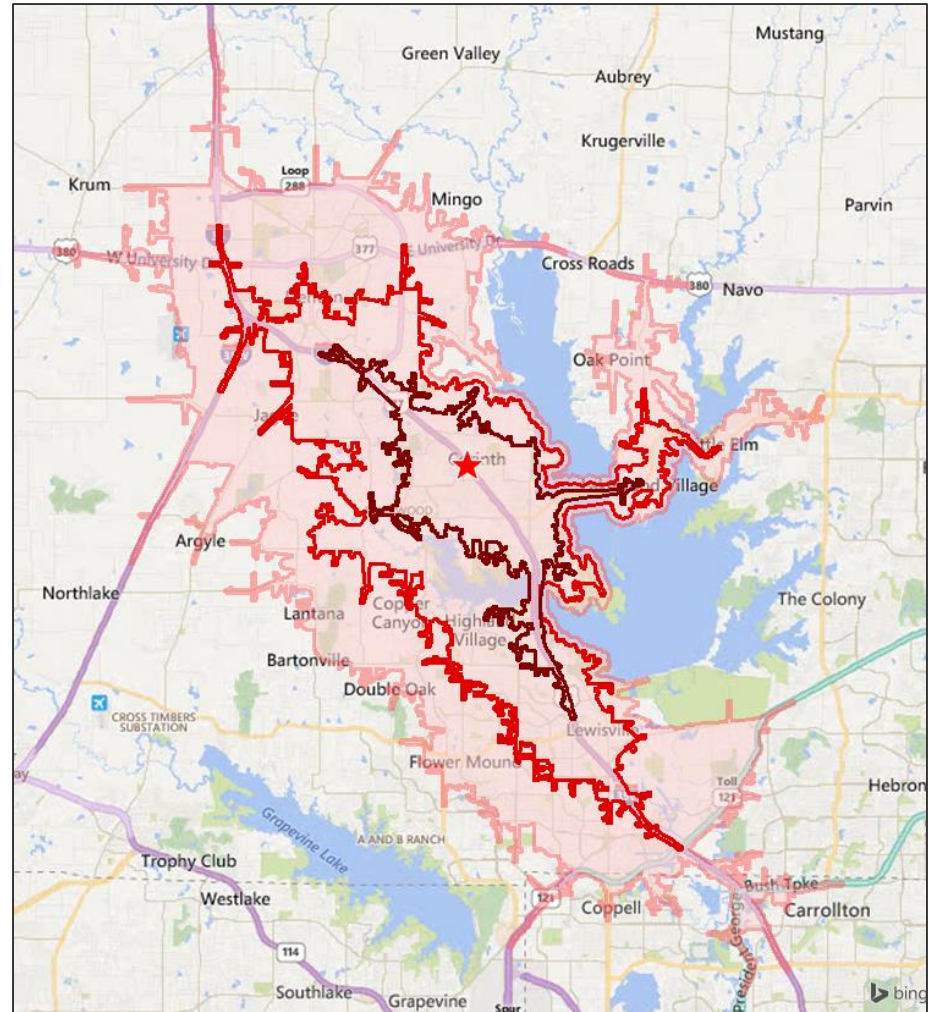
◻ 15-Minute Drive-Time
Trade Area



DRIVE-TIME TRADE AREA

Numerous drive-times are being considered based on specific business concepts and retail categories.

CATEGORY	TRADE AREA
Fast Food	10
Gym	10
Sporting Goods	15
Hardware/Home Improvement	20
<i>Over 60 retail categories being analyzed</i>	



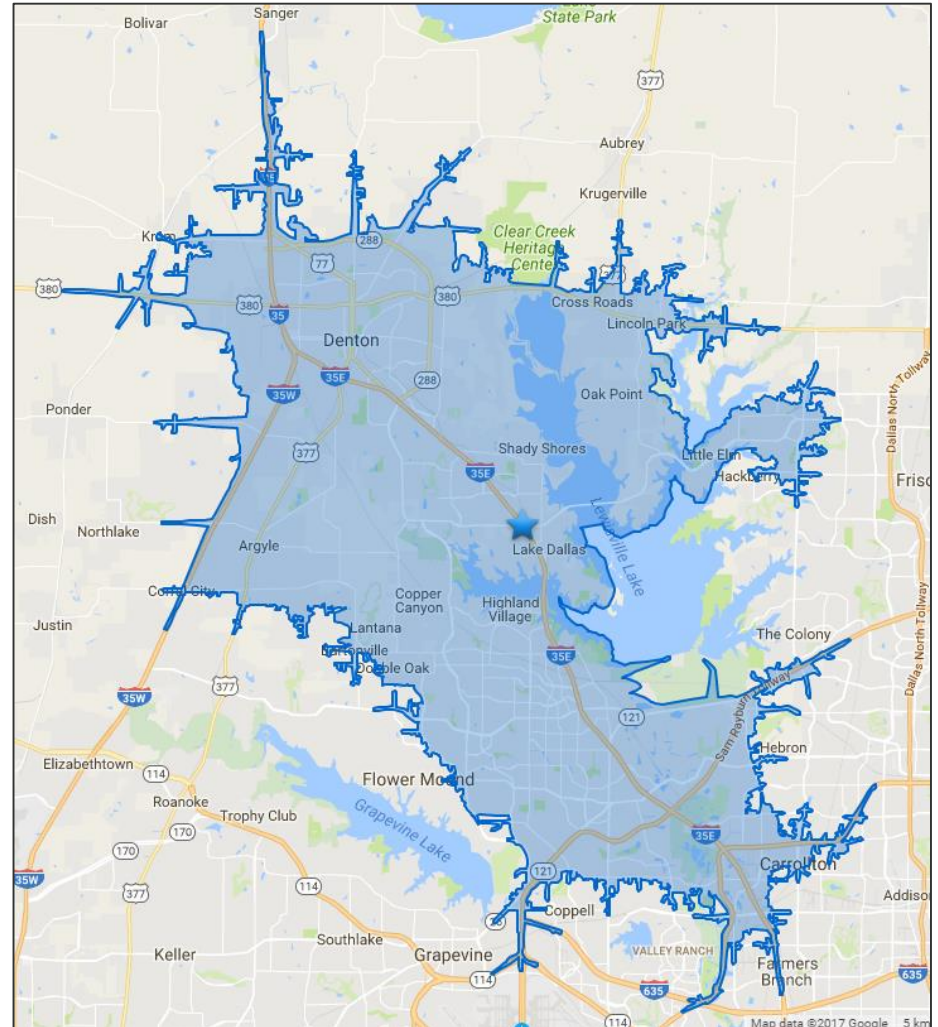
DRIVE-TIME TRADE AREA

Drive-Time Trade Area: 20 minutes

The day in day out sustainable consumer base lives within 20 minutes.

★ I-35 & Teasley Dr,
Corinth, TX 76210

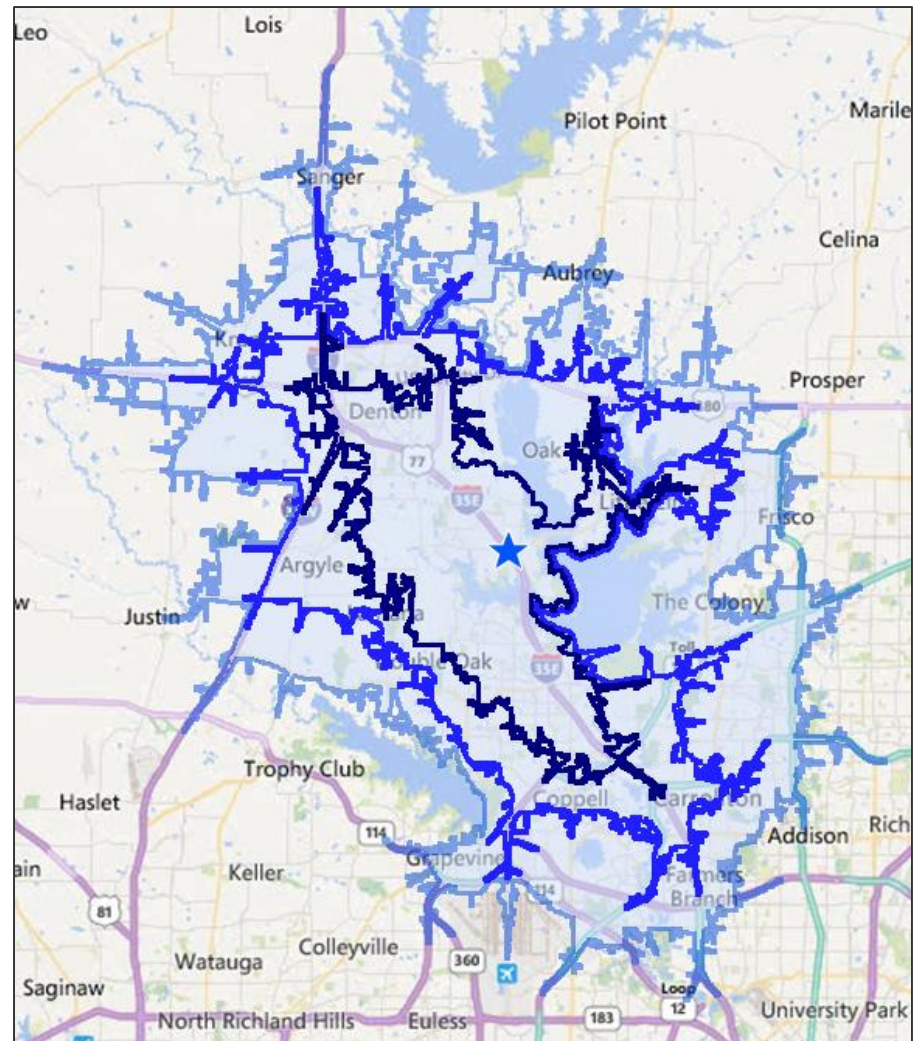
▣ 20-Minute Drive-Time
Trade Area



DRIVE-TIME TRADE AREA

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Sporting Goods	20
Hardware/Home Improvement	25
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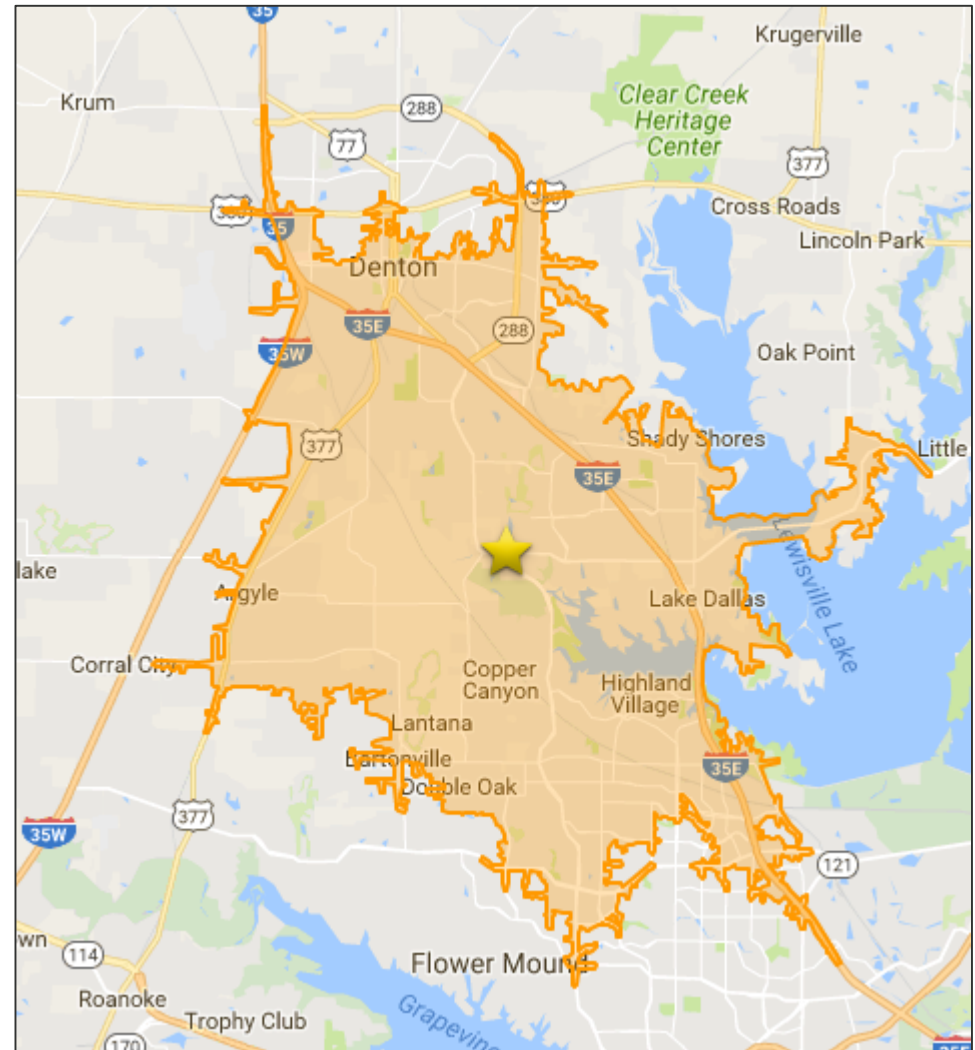
DRIVE-TIME TRADE AREA

Drive-Time Trade Area: 15 minutes

The day in day out sustainable consumer base lives within 15 minutes.

★ FM 2181 & FM 2499,
Corinth, TX 76210

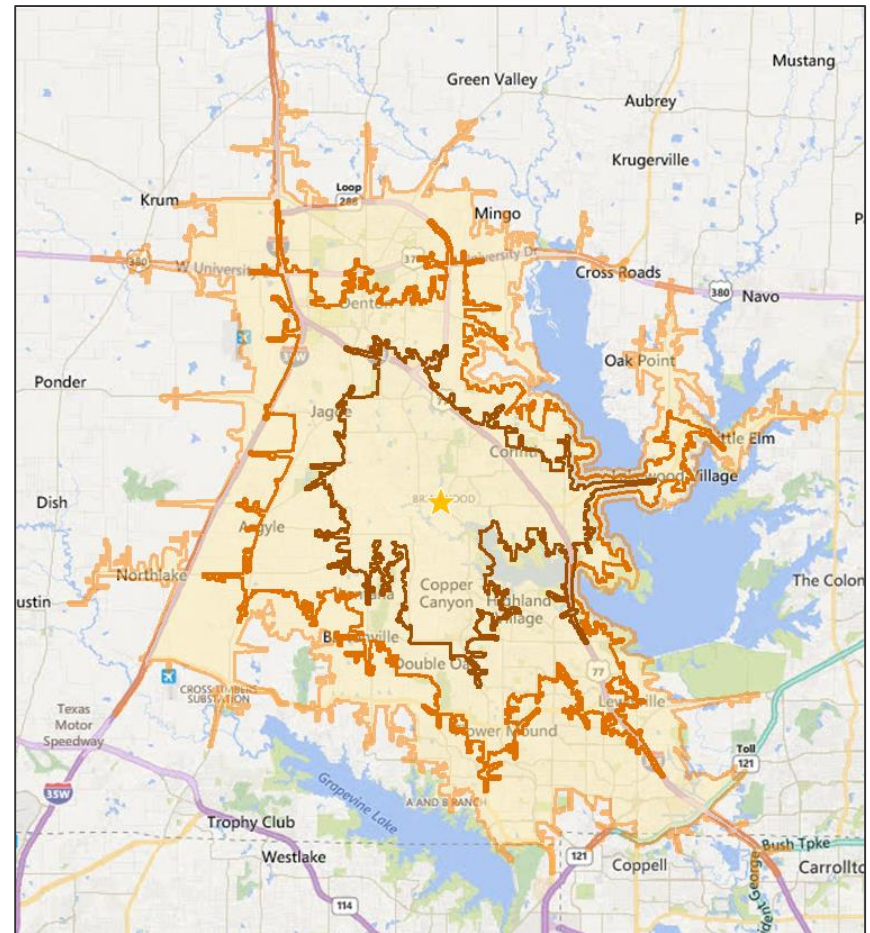
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DRIVE-TIME TRADE AREA

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CONSUMER PROFILES

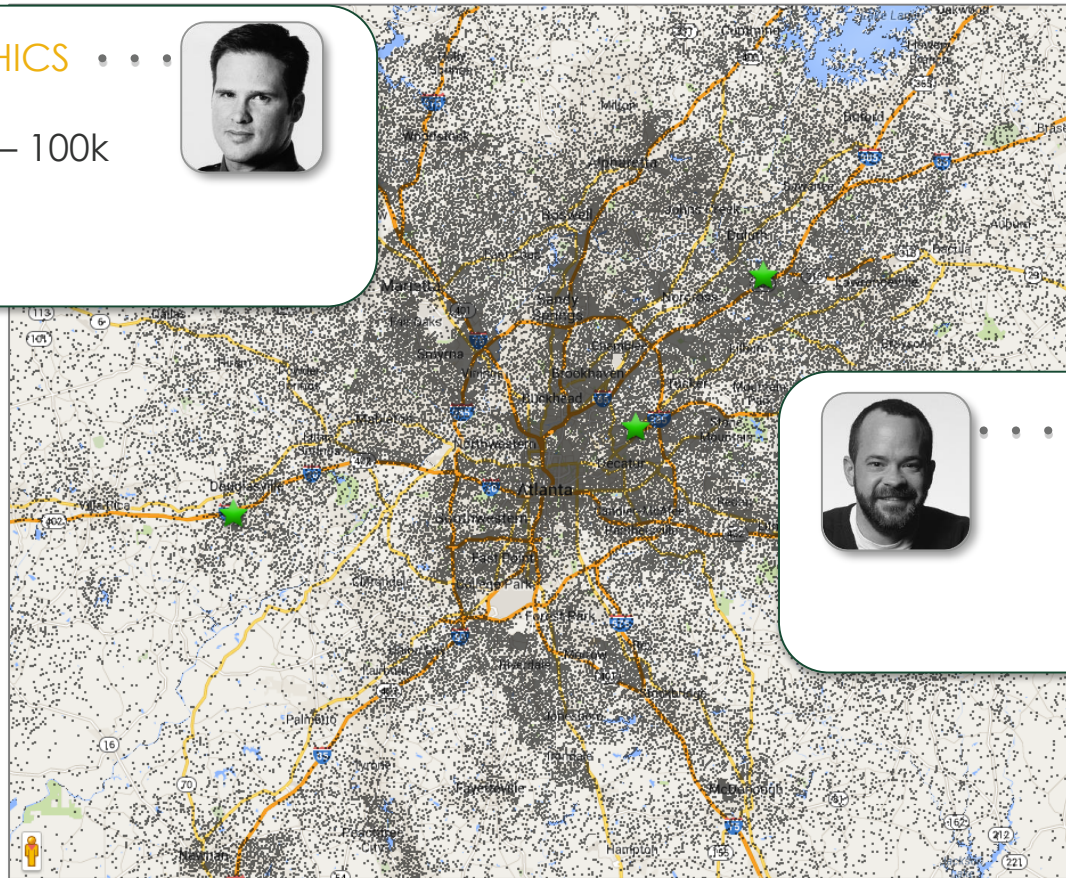
GET BEYOND DEMOGRAPHICS

DEMOGRAPHICS ONLY TELL A PIECE OF THE STORY

- NOT ACTIONABLE
- LIMITED APPLICATION

DEMOGRAPHICS . . .

Age: 35-50
Income: \$75 – 100k
Married



DEMOGRAPHICS . . .
Age: 35-50
Income: \$75 – 100k
Married

UNDERSTAND WHO THE CUSTOMERS ARE

GET BEYOND DEMOGRAPHICS

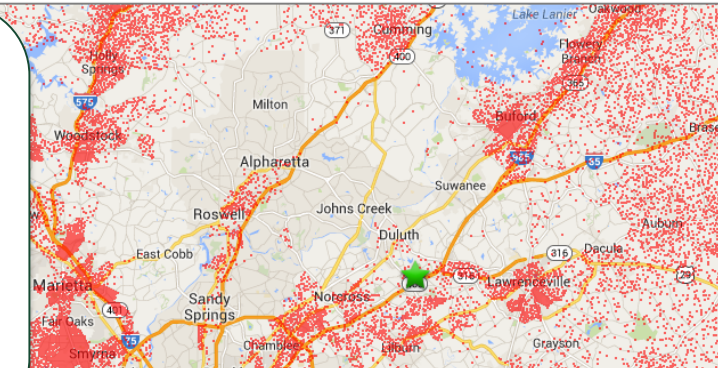
- TALK ABOUT CUSTOMERS
- UNDERSTAND CONSUMER BEHAVIOR
- HOUSEHOLD LEVEL

PSYCHOGRAPHICS

Ben Shaw
1010 Imperial Way



Shops at Sam's Club
Drives GMC
Eats at Chili's
One Child
Netflix Subscriber

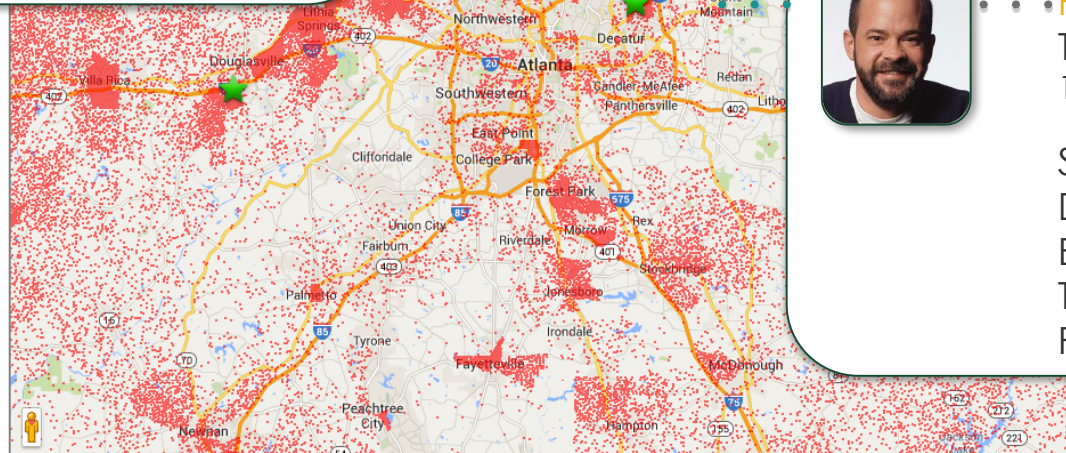


PSYCHOGRAPHICS

Tom King
1308 Center St

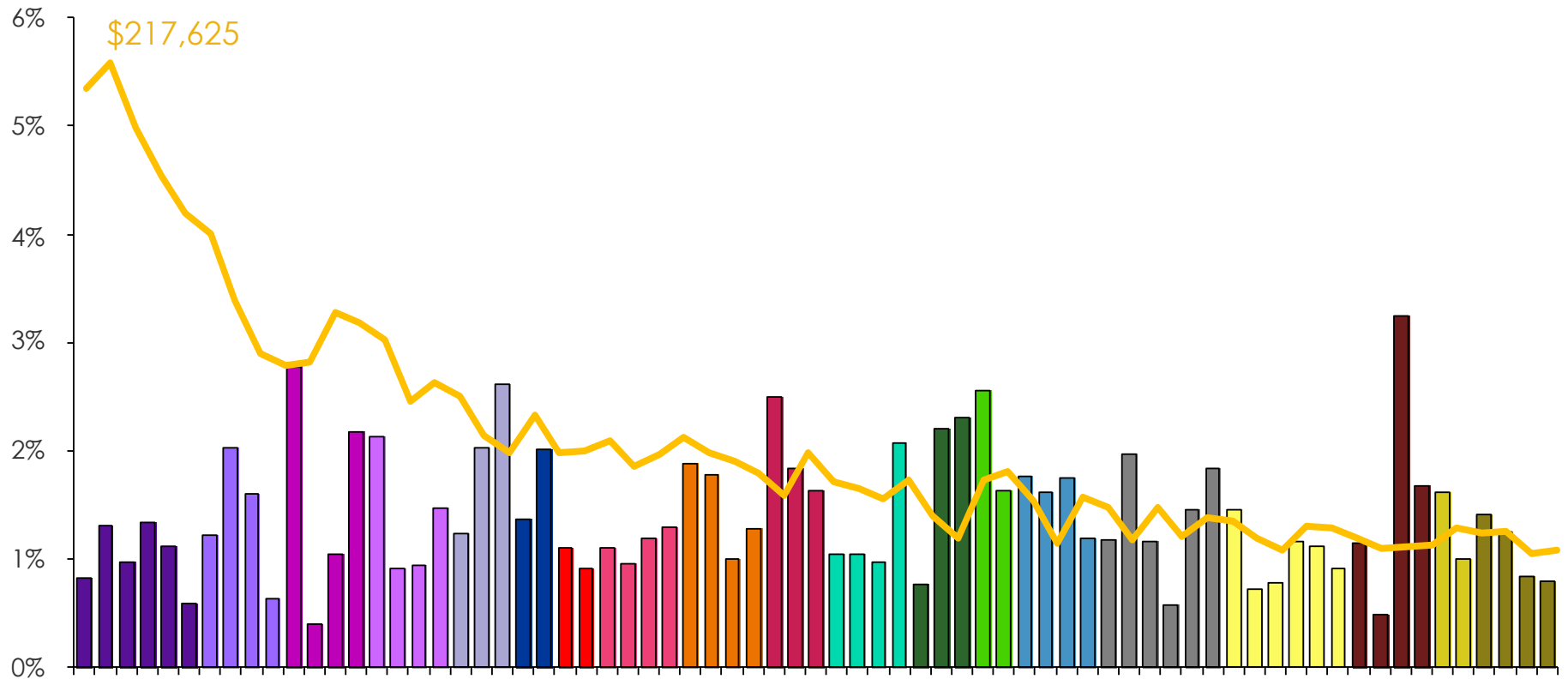


Shops at Costco
Drives Volvo
Eats at P.F. Chang's
Three Children
Prefers Movie Theaters



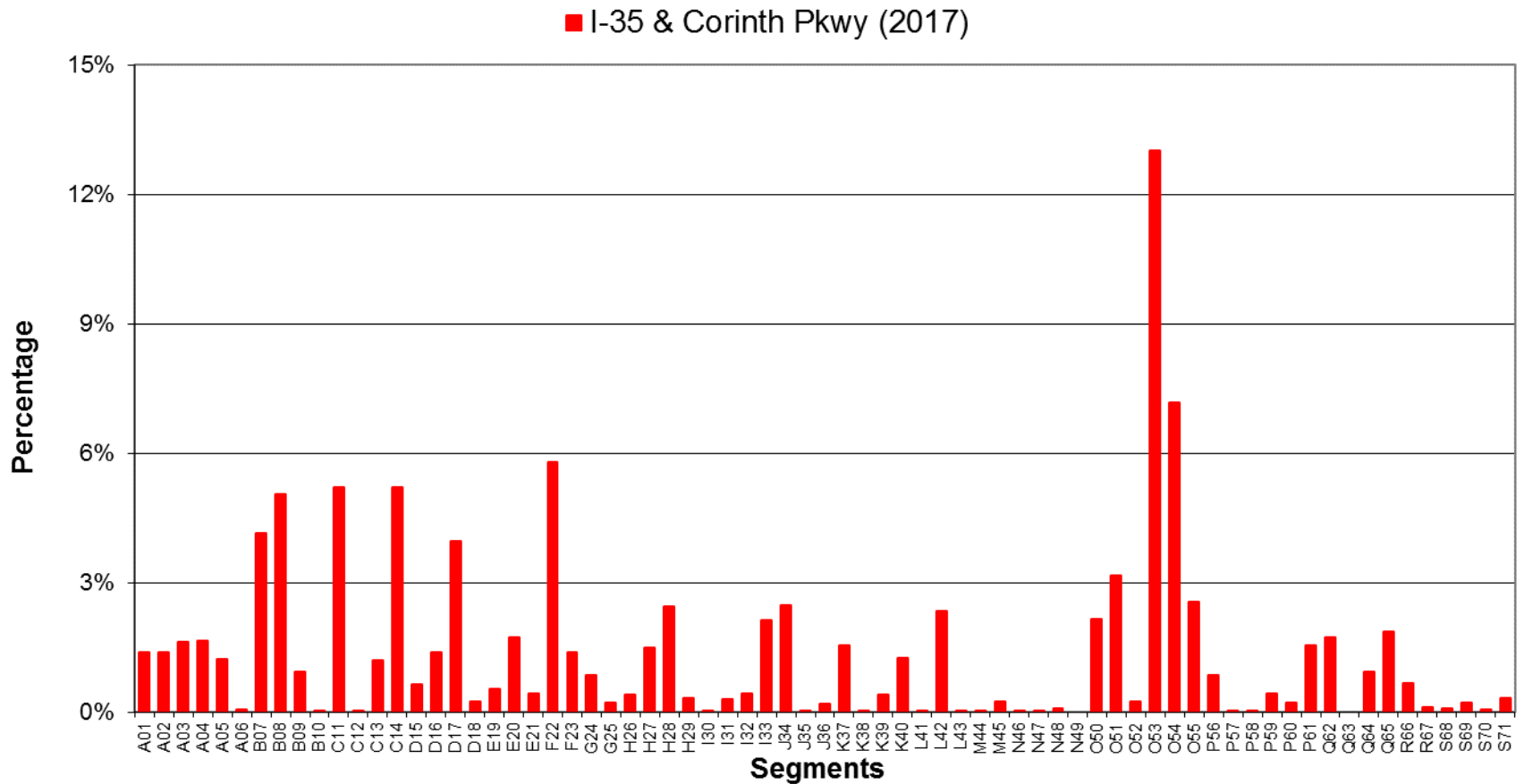
SEGMENTATION

All U.S. households are grouped into types based on demographics and **psychographics**



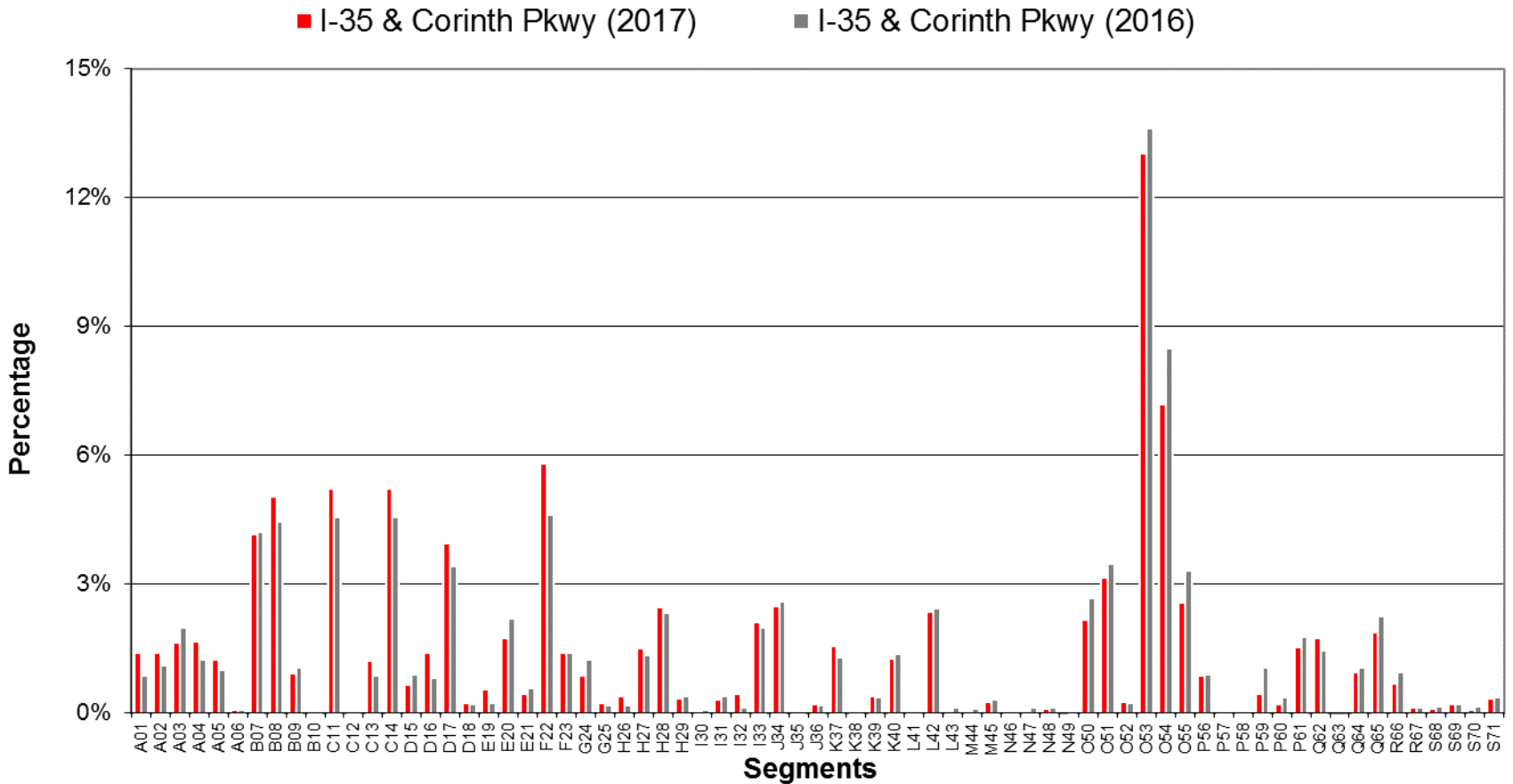
CONSUMER PROFILE

The psychographic profile of the households within a 15-minute drive-time of the site is presented below.



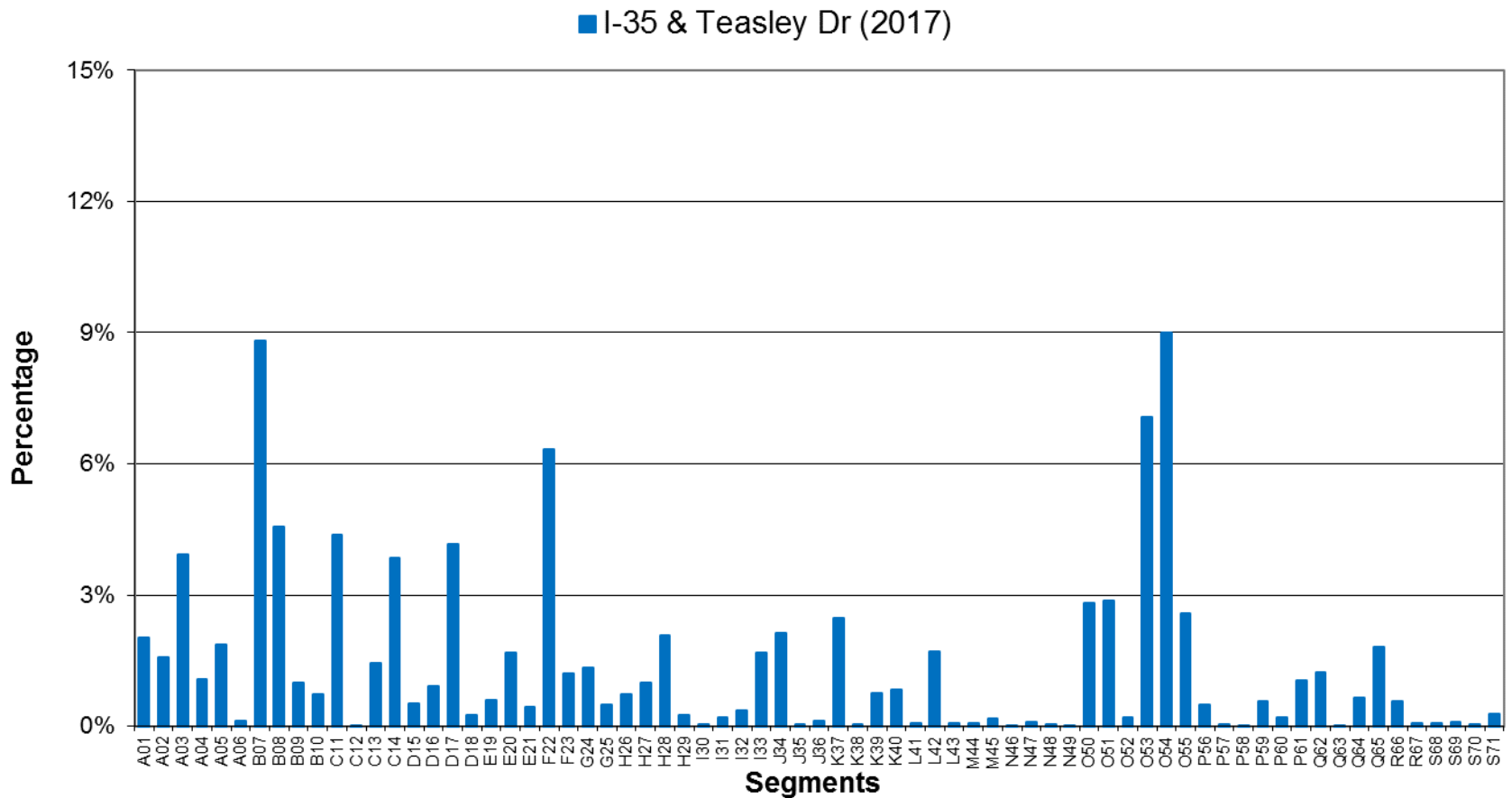
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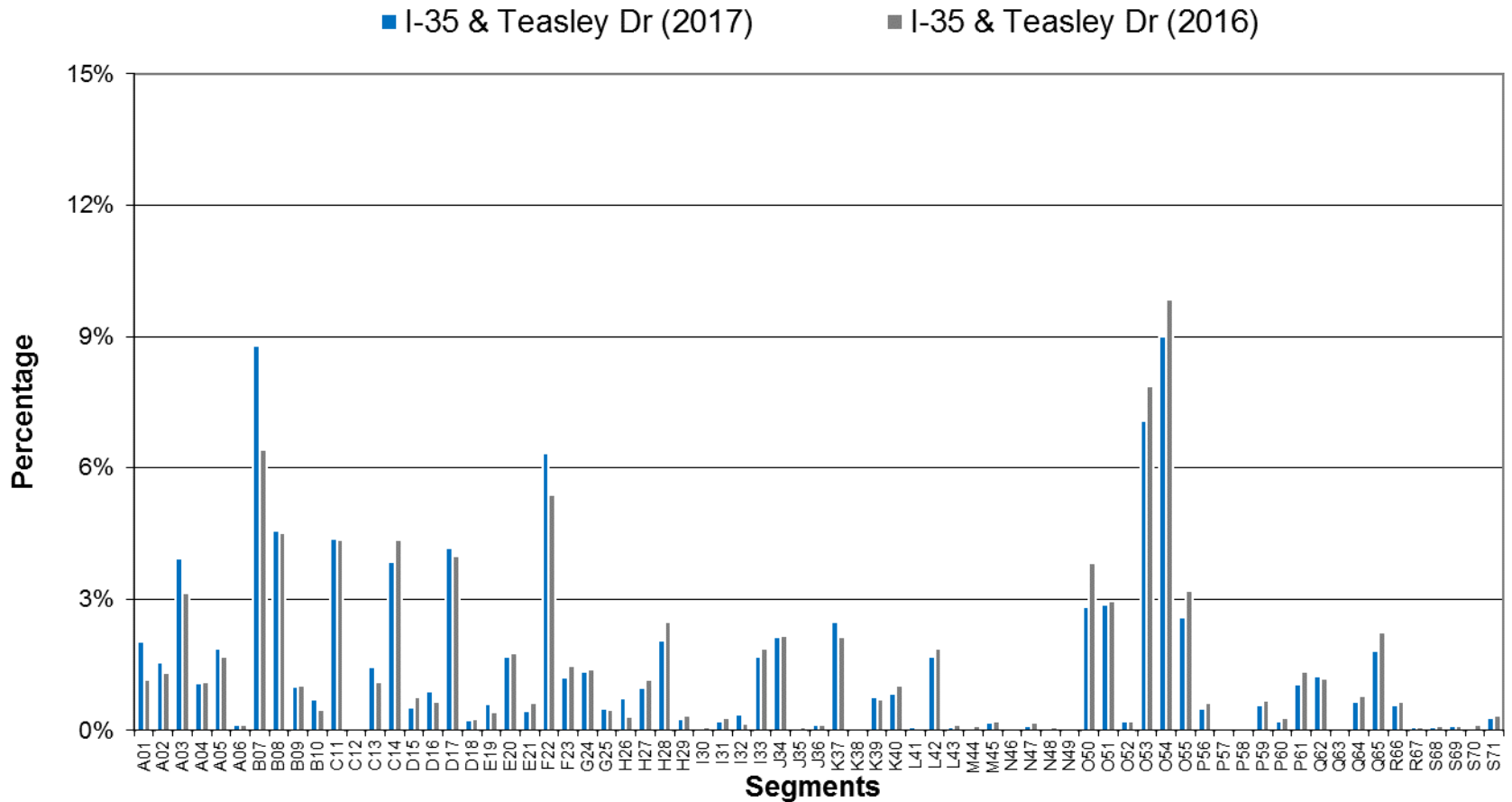
CONSUMER PROFILE

The psychographic profile of the households within a 20-minute drive-time of the site is presented below.



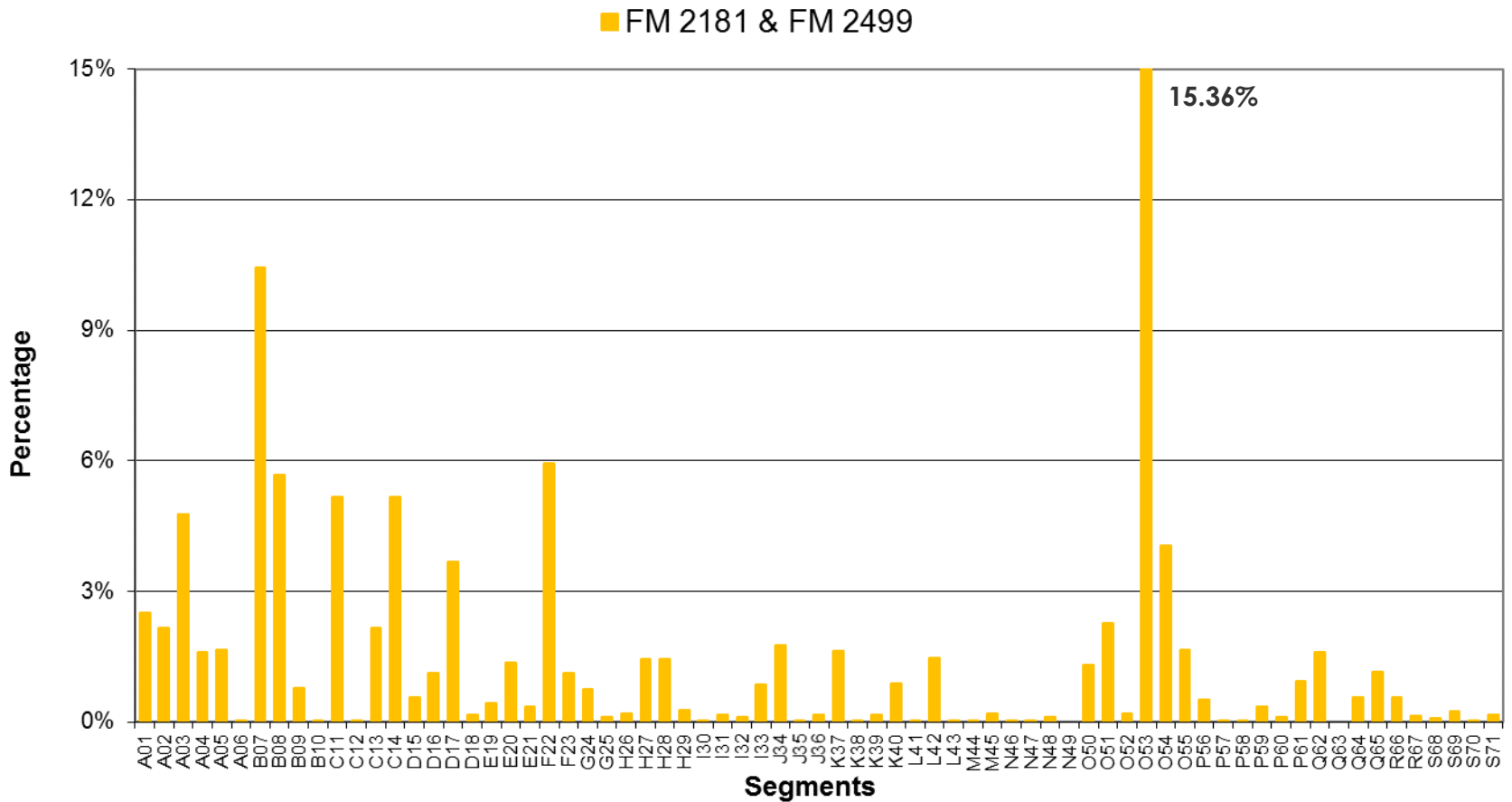
CONSUMER PROFILE

The psychographic profile of the households within a 20-minute drive-time of the site is presented below.



CONSUMER PROFILE

The psychographic profile of the households within a 15-minute drive-time of the site is presented below.



SEGMENTATION USER GUIDE

B07

Generational Soup

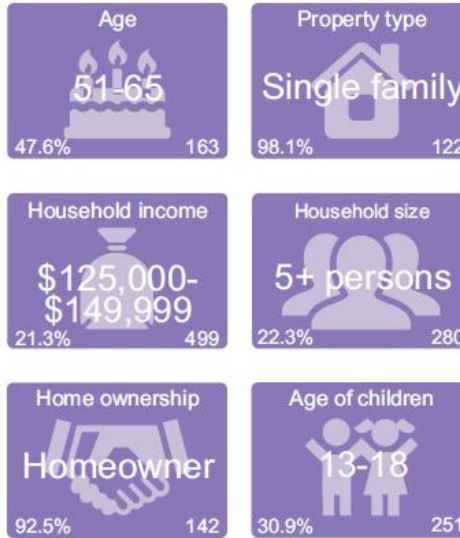
Affluent couples and multi-generational families living a wide range of lifestyles in suburbia

Paul & Deborah

🏠 1.21% | 👤 1.81%



Who We Are



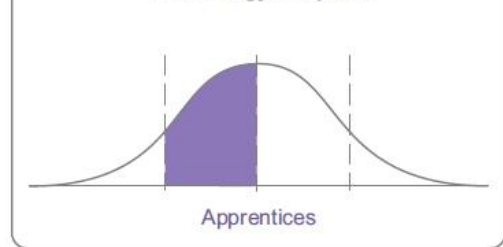
Channel Preference



Key Features

- Affluent
- Rooted in the suburbs
- Multi-generational households
- Fitness club members
- Outdoor hobbies
- Environmental donor

Technology Adoption



www.segmentationportal.com



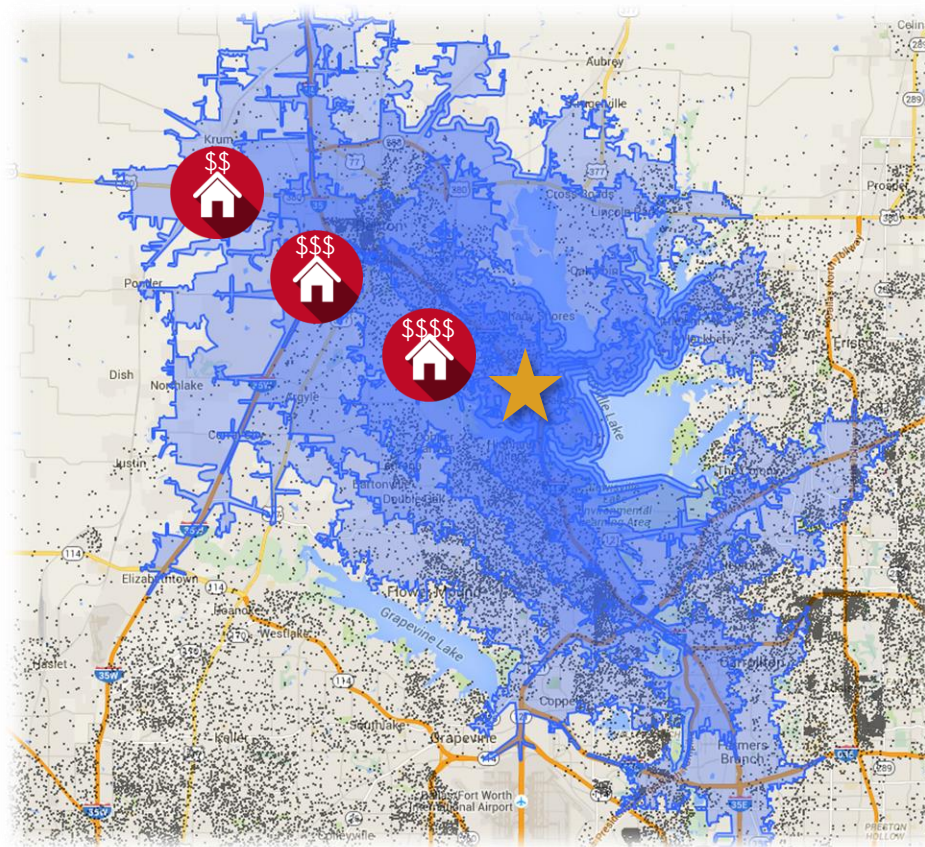
Mosaic Segmentation

CUSTOMER VALUE

CUSTOMER VALUE

Customer Value Decay accounts for the distance decay of purchasing habits. Each customer household is assigned a value based on penetration at the specified drive-time.

Values are assigned to each household based on segmentation and drive-time.



Customer Value



Dominant Segment Household

RETAIL LEAKAGE & SURPLUS ANALYSIS

RETAIL LEAKAGE/SURPLUS ANALYSIS

The Retail Leakage and Surplus Analysis examines the quantitative aspect of the community's retail opportunities. The analysis is sometimes called "a gap analysis" or "a supply and demand analysis" and can aid in the following:

- Indicating how well the retail needs of local residents are being met
- Uncovering unmet demand and possible opportunities
- Understanding the strengths and weaknesses of the local retail sector
- Measuring the difference between actual projected and potential retail sales

Understanding Retail Leakage

Retail leakage means that residents are spending more for products than local businesses capture. Retail sales leakage suggests that there is unmet demand in the trade area and that the community can support additional store space for that type of business.

Understanding Retail Surplus

A retail surplus means that the community's trade area is capturing the local market plus attracting non-local shoppers. A retail surplus does not necessarily mean that the community cannot support additional business. Many communities have developed strong clusters of stores that have broad geographic appeal. Examples of these types of retailers include: sporting goods stores, home furnishing stores, restaurants, and other specialty operations that become destination retailers and draw customers from outside the trade area.

RETAIL LEAKAGE/SURPLUS ANALYSIS

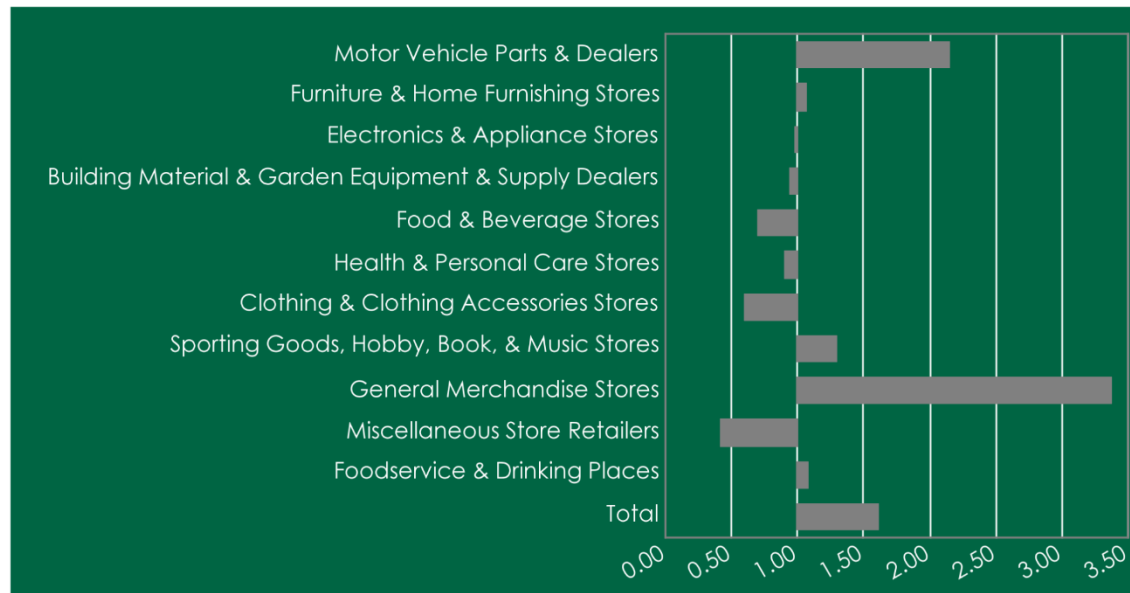
Site 1 – I-35 & Corinth Pkwy – 15 Minutes

Interpreting Leakage Index

1.0 - equilibrium, meaning that demand and sales are in balance.

.80 - demand exceeds sales by 20%, meaning that consumers are leaving the area being analyzed.

1.2 - sales exceeds demand by 20%, meaning that consumers are coming from outside the area being analyzed.



Corinth, TX's site 1 has an overall retail surplus of 60%.

RETAIL LEAKAGE/SURPLUS ANALYSIS

Site 1 – I-35 & Corinth Pkwy – 15 Minutes

The quantitative comparison of retail leakage and surplus in the major store types shown in the table below provides an initial measure of market opportunities. Combining this analysis with the knowledge of the local retail situation will take the process of identifying retail possibilities one step further.

Store Type	Potential	Estimated Sales	Surplus/Leakage
Motor Vehicle Parts & Dealers	650,461,604	1,397,131,419	2.1
Furniture & Home Furnishing Stores	55,077,284	58,391,913	1.1
Electronics & Appliance Stores	49,906,841	49,386,750	1.0
Building Material & Garden Equipment & Supply Dealers	151,179,988	143,143,379	0.9
Food & Beverage Stores	272,233,198	191,529,045	0.7
Health & Personal Care Stores	134,926,972	122,020,921	0.9
Clothing & Clothing Accessories Stores	150,836,483	90,246,814	0.6
Sporting Goods, Hobby, Book, & Music Stores	46,050,650	59,194,783	1.3
General Merchandise Stores	313,284,763	1,055,224,110	3.4
Miscellaneous Store Retailers	64,257,145	27,323,760	0.4
Foodservice & Drinking Places	280,872,501	303,023,621	1.1
Total	2,169,087,429	3,496,616,515	1.6



Site 1 - Leakage/
Surplus Report

RETAIL LEAKAGE/SURPLUS ANALYSIS

Site 2 – I-35 & Teasley Dr – 20 Minutes

Interpreting Leakage Index

1.0 - equilibrium, meaning that demand and sales are in balance.

.80 - demand exceeds sales by 20%, meaning that consumers are leaving the area being analyzed.

1.2 - sales exceeds demand by 20%, meaning that consumers are coming from outside the area being analyzed.



Corinth, TX's site 2 has an overall retail surplus of 20%.

RETAIL LEAKAGE/SURPLUS ANALYSIS

Site 2 – I-35 & Teasley Dr – 20 Minutes

The quantitative comparison of retail leakage and surplus in the major store types shown in the table below provides an initial measure of market opportunities. Combining this analysis with the knowledge of the local retail situation will take the process of identifying retail possibilities one step further.

Store Type	Potential	Estimated Sales	Surplus/Leakage
Motor Vehicle Parts & Dealers	2,058,840,460	2,250,632,912	1.1
Furniture & Home Furnishing Stores	177,522,446	245,443,190	1.4
Electronics & Appliance Stores	155,449,794	210,121,605	1.4
Building Material & Garden Equipment & Supply Dealers	455,747,099	442,396,031	1.0
Food & Beverage Stores	838,396,707	657,504,381	0.8
Health & Personal Care Stores	415,455,405	525,111,222	1.3
Clothing & Clothing Accessories Stores	486,405,964	337,943,418	0.7
Sporting Goods, Hobby, Book, & Music Stores	146,583,276	150,490,699	1.0
General Merchandise Stores	975,302,812	2,282,170,692	2.3
Miscellaneous Store Retailers	196,764,942	107,571,998	0.5
Foodservice & Drinking Places	889,105,429	820,906,670	0.9
Total	6,795,574,334	8,030,292,818	1.2



Site 2 - Leakage/
Surplus Report

RETAIL LEAKAGE/SURPLUS ANALYSIS

Site 3 – FM 2181 & FM 2499 – 15 Minutes

Interpreting Leakage Index

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.80 - demand exceeds sales by 20%, meaning that consumers are leaving the area being analyzed.

1.2 - sales exceeds demand by 20%, meaning that consumers are coming from outside the area being analyzed.



Corinth, TX's site 3 has an overall retail surplus of 20%.

RETAIL LEAKAGE/SURPLUS ANALYSIS

Site 3 – FM 2181 & FM 2499 – 15 Minutes

The quantitative comparison of retail leakage and surplus in the major store types shown in the table below provides an initial measure of market opportunities. Combining this analysis with the knowledge of the local retail situation will take the process of identifying retail possibilities one step further.

Store Type	Potential	Estimated Sales	Surplus/Leakage
Motor Vehicle Parts & Dealers	840,322,580	1,023,753,857	1.2
Furniture & Home Furnishing Stores	71,828,901	68,630,160	1.0
Electronics & Appliance Stores	62,778,519	64,531,528	1.0
Building Material & Garden Equipment & Supply Dealers	189,207,503	157,002,359	0.8
Food & Beverage Stores	338,018,268	252,959,419	0.7
Health & Personal Care Stores	170,633,099	147,975,673	0.9
Clothing & Clothing Accessories Stores	195,531,227	146,264,765	0.7
Sporting Goods, Hobby, Book, & Music Stores	59,593,895	70,361,502	1.2
General Merchandise Stores	393,882,488	1,035,035,490	2.6
Miscellaneous Store Retailers	80,984,818	32,596,107	0.4
Foodservice & Drinking Places	360,489,112	373,876,301	1.0
Total	2,763,270,410	3,372,987,161	1.2



Site 3 - Leakage/
Surplus Report

NEXT STEPS

TASK	DESCRIPTION	DATE
Receipt of Study Site	Receipt of the three study sites signifies the beginning of the retail recruitment model process.	COMPLETE
Drive-Time Trade Area and Profiles	Meeting – <ul style="list-style-type: none"> Review the recommended drive-time trade area Review consumer profiles 	COMPLETE
Retail Matching	Meeting – <ul style="list-style-type: none"> Review retailer match results 	10 business days post selection of site for matching March 2nd
Pursuit Packages/Contact Info/Engagement Letters	Delivery of pursuit packages, contact information and engagement letters sent out.	20 business days post identification of 20 specific retailers

Buxton®

DEMOGRAPHIC INFORMATION

Site 1 – I-35W & Corinth Pkwy – 15 Minutes

Population Demographics

	2000		2010		2016		2021		Percent Change	
	Census		Census		Estimates		Projections		2000 to 2010	2016 to 2021
Total Population	108,607		142,683		162,398		177,856		31.4%	9.5%
Population Density (Pop/Sq Mi)	1,643.69		2,159.40		2,457.78		2,691.72		31.4%	9.5%
Total Households	40,291		52,249		59,469		65,219		29.7%	9.7%
Population by Gender:										
Male	54,805	50.5%	70,562	49.5%	80,497	49.6%	88,435	49.7%	28.8%	9.9%
Female	53,802	49.5%	72,121	50.5%	81,901	50.4%	89,422	50.3%	34.0%	9.2%



Site 1 - Demo Report

DEMOGRAPHIC INFORMATION

Site 2 – I-35W & Teasley Dr – 20 Minutes

Population Demographics

	2000		2010		2016		2021		Percent Change	
	Census		Census		Estimates		Projections		2000 to 2010	2016 to 2021
Total Population	305,336		424,116		492,476		542,425		38.9%	10.1%
Population Density (Pop/Sq Mi)	1,174.82		1,631.85		1,894.87		2,087.06		38.9%	10.1%
Total Households	110,355		152,619		177,023		195,255		38.3%	10.3%
Population by Gender:										
Male	151,885	49.7%	208,604	49.2%	242,307	49.2%	267,495	49.3%	37.3%	10.4%
Female	153,451	50.3%	215,512	50.8%	250,169	50.8%	274,930	50.7%	40.4%	9.9%



Site 2 - Demo Report

DEMOGRAPHIC INFORMATION

Site 3 – FM 2181 & FM 2499 – 15 Minutes

Population Demographics

	2000		2010		2016		2021		Percent Change	
	Census		Census		Estimates		Projections		2000 to 2010	2016 to 2021
Total Population	125,235		177,216		203,289		224,658		41.5%	10.5%
Population Density (Pop/Sq Mi)	1,233.53		1,745.53		2,002.34		2,212.82		41.5%	10.5%
Total Households	44,762		62,879		72,306		80,038		40.5%	10.7%
Population by Gender:										
Male	62,854	50.2%	87,684	49.5%	100,838	49.6%	111,590	49.7%	39.5%	10.7%
Female	62,381	49.8%	89,532	50.5%	102,451	50.4%	113,069	50.3%	43.5%	10.4%



Site 3 - Demo Report

EDC Special Session**2.****Meeting Date:** 02/27/2017**Title:** Discuss, Consider and Take Action on a Consultant to Perform a Hotel Feasibility Study**Submitted By:** Jason Alexander, Director**Finance Review:** N/A**Legal Review:** N/A**Approval:** Bob Hart, City Manager**AGENDA ITEM**

Discuss, consider and take action on selecting a consultant to perform a hotel feasibility study for the Corinth Economic Development Corporation.

AGENDA ITEM SUMMARY/BACKGROUND

Corinth continues to receive substantial interest from hotel brands interested in developing new facilities in the City. Citing the limited number of hotels along Interstate Highway 35E just north of the Sam Rayburn Tollway (State Highway 121) in Lewisville to the Denton municipal limits, representatives of various hotel brands believe there are opportunities for development in Corinth.

A hotel feasibility study is needed to validate this interest and provide greater insight into Corinth's market for hotels and related amenities. As the implementing legislation of the Development Corporation Act does not contain a provision subjecting economic development corporations to municipal procurement requirements (i.e., the City of Corinth Finance Policies and Procedures), staff contacted two consultants with experience in performing hotel feasibility studies. The two firms, CBRE (Randy McCaslin) and DP Consulting (David Parker) submitted proposals for the Corinth Economic Development Corporation (CEDC) to discuss, consider and take action on.

Although both firms are headquartered in Houston, Texas, McCaslin and Parker conducted several hotel feasibility studies for various organizations in North Texas. Further, McCaslin and Parker developed an extensive network of industry contacts, and are prepared to offer their assistance in recruiting hotel brands based on their respective findings. Concerning costs to perform the hotel feasibility study, McCaslin proposes an amount not to exceed \$16,000.00, including a maximum of \$2,000.00 for out-of-pocket expenses; and Parker proposes an amount based on their standard government billing rates of \$250.00 per hour. Parker capped his professional service fees at \$19,500.00; with the cost to purchase data at \$475.00 and other out-of-pocket expenses capped at 10 percent of the total fee.

Both believe that they can perform the hotel feasibility study within four to six weeks, which will ensure that the Corinth Economic Development Corporation (CEDC) receives the study ahead of the upcoming International Council of Shopping Centers (ICSC) Retail Conference in Las Vegas, Nevada. Also, the Board of Directors should be advised that the hotel feasibility study may also be used in discussions and negotiations with hotel developers and others outside of the conference as well.

The Board of Directors may select a consultant to perform the hotel feasibility study at their discretion; however, before entering into a contract for service with the selected consultant, CEDC must first receive approval by Resolution of the City Council.

RECOMMENDATION

Selection of a consultant to perform the hotel feasibility study is at the discretion of the Board of Directors. Upon selecting a consultant to perform the study, staff anticipates preparing a Resolution and a contract in consultation with the City Attorney for the City Council to consider and take action on during their Regular Session on March 16, 2017.

Fiscal Impact

Source of Funding: Corinth Economic Development Corporation

FINANCIAL SUMMARY:

The source of funding for a hotel feasibility study will be the Corinth Economic Development Corporation (CEDC). Staff does not anticipate a budget amendment being necessary to fund and complete the study; however, staff does anticipate transferring funds within the adopted budget to finance a completed study.

Attachments

CBRE Hotel Feasibility Study Proposal

DP Consulting Hotel Feasibility Study Proposal

Randy McCaslin, CRE
Managing Director
CBRE Hotels, Consulting

CBRE, Inc.
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Houston, TX 77056

+1 713 621 5252 Office
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randy.mccaslin@cbre.com
www.cbrehotels.com

February 18, 2017

Mr. Jason Alexander
Economic Development Director
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

Re: Market Study for a Proposed Hotel in Corinth, Texas

Dear Mr. Alexander:

We are pleased to submit this proposal to perform a market study with financial projections for a proposed hotel in Corinth, Texas. This engagement letter sets forth our approach to completing the work and our fee structure. We are confident of our ability to perform this assignment based upon our experience with similar hotel projects and our familiarity with the subject market area.

Background

As we understand, Corinth is an affluent community located at the apex of two trade areas: the I-35 East Lewisville/Denton area and Highways 2499/121 Flower Mound area. The Buxton Company, who recently completed a retail study for Corinth, identified a hotel as something for the City to consider. Additionally, several brands/developers have approached the City of Corinth about developing a hotel in your community.

Before moving forward with a hotel development, the City of Corinth would like to determine if the market can support another hotel. You also want to determine what type and brand of hotel would be appropriate and if there is demand for meeting space. You also need assistance in determining the best site for the proposed hotel.

You have requested that CBRE Hotels Consulting (formerly PKF Consulting) present this proposal to conduct a market study with prospective financial analysis to assess the viability of a proposed hotel. You would also like CBRE Hotels to recommend the type of hotel, potential brands, number of rooms, amount and configuration of meeting space, and amenities that can be supported in the Corinth market. In addition, you would like us to evaluate several potential sites to determine the appropriate site for the hotel project.

The market study is completed in three phases. We will meet with you at the end of each phase and will not proceed with the next phase without your approval. In the event that we determine that the development of a proposed hotel in Corinth is not feasible, we will stop our work and bill you only for the time and expenses incurred to date.

Scope of Work

The scope of our work will include, but not necessarily be limited to, the following:

Phase 1 – Market Analysis

- Review any available planning materials related to the project and information to be supplied by you. Such materials could include potential sites, market information, list of existing area hotels and meeting space, list of area hotels under construction and proposed, previous market studies and other relevant materials.
- Meet with representatives of the Project Team prior to commencing fieldwork in order to better understand the vision for the project, scope of work, market potential, market contacts for interviews and project details. At this meeting, we will discuss any questions related to the aforementioned topics and obtain additional input from you that confirms or amends our understanding of the details of the project and provides additional pertinent information.
- Tour the Corinth and surrounding area with representatives of the Project Team. The tour would include potential sites, key hotels, meeting facilities, major corporations, major medical centers and tourist attractions, as well as commercial economic growth generators and any other important landmarks.
- Inspect the potential sites and the surrounding area to determine their impact on the performance of the proposed hotel. We would rank the sites according to an objective scoring system and identify the pros and cons of each site. Such determinations will not include any engineering or environmental considerations, but will encompass an evaluation of the site's accessibility, visibility, aesthetic appeal, location in relation to supply and demand, proximity to food and beverage facilities and demand generators, ownership status, potential road and site improvements, and physical characteristics which might affect the marketability of the subject project.
- Evaluate existing and proposed transportation patterns in the Corinth area to determine their impact on the marketability of the proposed hotel.
- Assemble, review and analyze economic, demographic and real estate market data pertaining to the Corinth area to evaluate the present economic climate and to estimate future growth potential, particularly as it relates to lodging and meeting demand.

- Interview key representatives of the Corinth Economic Development Office, City of Corinth, Chamber of Commerce, major corporations and the business community to identify issues and requirements related to lodging and meeting demand, to identify lost business and to involve the community in the market analysis process.
- Interview and tour existing local meeting facilities in the Corinth, Denton, Lewisville and surrounding areas to assess the quality and amount of space currently available, determine existing meeting needs and quantify the amount of demand being lost due to inadequate lodging and meeting facilities.
- Develop a census of competitive lodging facilities for the subject hotel. This census will include the following data:
 - Name / brand / management
 - Location
 - Date opened or last renovated
 - Facilities
 - Rate structure
 - Services and amenities
- Interview representatives of the competitive hotels regarding their properties and historical, current and expected future hotel market conditions.
- To the extent the information is available, identify other proposed lodging developments in Corinth and the surrounding area to assess their probability of completion and the degree to which they will compete with the proposed subject hotel.
- Determine the current competitive market demand for rooms and the share of market demand that is generated by corporate travelers, group meetings, leisure demand and any other identifiable segments.
- Quantify competitive market supply, demand, occupancy, ADR and RevPAR for the prior five year period and year to-date.
- Identify seasonal and day of week variations in lodging demand and room rate present in the market.
- Recommend the size and type of hotel facilities, potential brands, amount and configuration of meeting space, and amenities for the subject hotel that would be appropriate to meet the identified needs of the market.
- Estimate the future performance of the competitive hotel market for the first five years of operation of the subject hotel.

- Estimate the future competitive position of the subject hotel based upon a consideration of location, concept, extent and quality of facilities, rate structure, management, marketing and other factors.
- Estimate the average annual occupancies and attainable ADR and RevPAR for the subject hotel over its first five-year period of operation.
- Prepare a Discussion Document that summarizes our preliminary findings and conclusions.
- Meet with the Project Team to present key data and analysis for your review and discussion.

Upon your approval of our Phase 1 conclusions, we would proceed with Phase 2.

Phase 2 – Financial Analysis

- Prepare estimates of annual revenue and expenses for the subject hotel to the point of cash flow from operations available for debt service and income taxes for the first 10 years of operation. The bases for the prospective financial analysis and key assumptions underlying inflation estimates will be indicated in the financial section of the report.
- Meet with the Project Team to present key data and analysis for your review and discussion.

Upon your approval of our Phase 2 conclusions, we would proceed with Phase 3.

Phase 3 – Formal Written Report

- Prepare a detailed report outlining our conclusions and recommendations concerning the project. The report will be presented in a format generally acceptable to major sources of debt and equity financing, credit rating agencies, and franchise and management organizations. Though the exact format of the report will evolve as the engagement progresses, the following probable section headings provide an outline of the expected final report.
 - Executive Summary
 - Area Overview
 - Property Description
 - Hotel Market Analysis
 - Estimated Subject Hotel Performance
 - Financial Analysis

Qualifications - CBRE Hotels Consulting

As a point of background, we would like to provide you with a brief overview of our Firm. CBRE Hotels is a division of the CBRE Group, Inc. (NYSE:CBG), the largest full service, real estate and investment organization in the World with more than 70,000 employees located in more than 400 offices worldwide. CBRE Hotels operates as an existing specialized advisory group within CBRE and provides hospitality and real estate industry professionals with a global practice and one-stop shop of unparalleled, global and fully integrated real estate services and products. CBRE Hotels is comprised of over 375 dedicated hospitality professionals located in more than 60 offices across the globe, including San Francisco, Boston, New York, Philadelphia, Atlanta, Jacksonville, Washington, D.C., Houston, Indianapolis, Los Angeles, Seattle, and Bozeman in the U.S.

CBRE Hotels Consulting is a specialized advisory group within CBRE Hotels and consists of three integrated hospitality-focused divisions including consulting services, brokerage and capital markets, and research, as discussed below.

1 Consulting

Our consulting group provides consulting services and industry expertise to help our clients in planning, developing, managing, financing, problem-solving, improving operations, and valuing hotels and other hospitality assets. Our engagements range from hotel market and financial feasibility studies to investment structuring, and from hotel appraisals to asset management.

Our consulting group is constantly providing clients both large and small with the most constructive and valuable advice in the industry, performing feasibility and market studies, acquisition due diligence and valuations involving hotels, resorts, restaurants, golf courses, and a variety of mixed-use developments and other hospitality products. We have the distinct advantage of being the only hospitality consulting firm with its own, proprietary database of U.S. hotel financial statistics.

2 Brokerage and Capital Markets

CBRE Hotel's brokerage group serves the investment market primarily as exclusive agents for owners/sellers managing the sale and disposition process. The team members of CBRE have extensive backgrounds in hotel and resort transactions as well backgrounds in hotel consulting and operations. CBRE's presentation of prospective hotel investments reflects a thorough understanding of hotels, their branding/affiliations, management issues, operating margins, market dynamics, and capitalization.

Our hotel brokerage team has been retained for other services that include specific buyer-representation assignments, RFPs (Request for Proposals) for management organizations, executing ground leases, development financing, joint venture partnerships, and land sales. The scope of our business includes all tiers of the lodging industry including hotels and resorts, vacation-ownership, residential/hotel mixed-use, conference centers, and recreational facilities.

Our hotel-centric debt and structured finance group provides comprehensive financial solutions for the world's leading hotel owners, investors, and developers capitalizing on CBRE's long-established relationships with more than 200 of the industry's premier international lenders, including banks, pension funds, life insurance and credit companies, conduits/CMBS entities, government sponsored entities, and offshore investors. Because of its close working relationship with the consulting services group, our dedicated lodging brokerage and capital markets platform offers clients an unparalleled level of market knowledge with a proven track record of sales and marketing and structured debt and equity successes.

3 Research

CBRE Hotels' Americas Research ("CBRE Research") owns the database for *Trends® in the Hotel Industry*, the statistical review of U.S. hotel operations which first appeared in 1935 and has been published every year since. CBRE Research professionals use the *Trends®* database to assist their clients in making informed decisions. In addition, the *Trends®* data is used to produce custom financial reports for clients that enable them to benchmark hotel revenues, expenses, and profits.

Beginning in 2007, CBRE Research unveiled its powerful *Hotel Horizons®*, an economics-based hotel forecasting model that projects five years of supply, demand, occupancy, ADR, and RevPAR for the U.S. lodging industry. *Hotel Horizons®* reports are published on a quarterly basis for 56 markets and six national chain-scales.

With a long-standing tradition of tracking and forecasting the lodging industry, our Research Group has the technical capacity to conduct custom research, the analytical skills to interpret the data, and the access necessary to gather confidential performance information from the industry.

4 CBRE Hotel's Consulting Services

- Asset Management and Management Company Selection
- Real Estate Appraisals and Business Valuation
- Market and Financial Feasibility Studies
- Litigation Support and Expert Testimony
- Acquisition Due Diligence
- Operational Studies
- Tourism and Recreational Studies
- Resort and Recreation Services
- Conference, Convention, and Public Assembly Facilities
- Financial Benchmarking
- Econometric Forecasting
- Custom Research
- Transaction (brokerage) Advisory Services
- Development Financing
- Property Tax Appeals

Terms and Conditions

Our report will be subject to the attached Terms and Conditions.

Professional Fees and Engagement Timing

Our professional fees for this engagement are based upon the estimated amount of time spent in the performance of the work as outlined above at our standard rates, as follows:

	Fees	Timeline
Phase 1 – Market Analysis	\$10,000	2 to 3 weeks
Phase 2 – Financial Analysis	2,000	1 to 2 weeks
Phase 3 – Formal Written Report	<u>2,000</u>	<u>1 to 2 weeks</u>
Total Hotel	<u>\$14,000</u>	4 to 6 weeks

The fees quoted above are for the scope of work as outlined herein. We will not exceed these amounts without your prior written consent. Should the scope of the engagement change, we will discuss these changes with you and the potential adjustment to our fees.

Travel, subsistence, courier service, report production, graphics, third party data, long distance telephone and other **out-of-pocket expenses will be invoiced in addition to our professional fees. Out-of-pocket expenses will not exceed \$2,000.**

Should you decide to discontinue our study for any reason, upon written notification we will immediately stop work, with our fee based upon actual man-hours expended and out-of-pocket expenses incurred to date.

Retainer

Firm policy requires a retainer of **\$10,000** prior to the commencement of the engagement. We will invoice for services on a monthly basis with all invoices due and payable upon presentation. We reserve the right to withhold delivery of any report, oral or written, if payments are in arrears.

Meetings

We will meet with you at a mutually agreeable time to begin the engagement. We will provide you with verbal progress reports as the engagement unfolds and meet with you at the conclusion of Phase 1 and 2. Additional meetings are not within our current fee estimate and will be billed for at our standard per diem rates of \$175 to \$350 per hour.

Mr. Jason Alexander
City of Corinth
February 18, 2017
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Approval and Acceptance

If this letter correctly states the nature of the work to be undertaken and the arrangements are satisfactory, please sign the enclosed copy of this letter and return it to us, together with the required retainer, as your authorization to commence the assignment.

When executed and delivered by all parties, this letter, together with the Terms and Conditions incorporated herein, will serve as the Agreement for consulting services by and between CBRE and Client. Each person signing below represents that they are authorized to enter into this Agreement and to bind the respective parties hereto.

Respectfully submitted,

CBRE Hotels Consulting



G. Randle McCaslin, CRE
Managing Director

ACCEPTED BY:

Signature

Name Printed

Title

Company or Venture

Date

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for consulting services (the "Agreement") between CBRE, Inc. (the "Consultant") and the client signing this Agreement, and for whom the consulting services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the office is located for the Consultant executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the consulting fee and preparation of a consulting report (the "Consulting Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Consulting Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Consulting Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Consultant is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Consulting Report, the Consultant's expertise, or the Property, Client shall pay Consultant's additional costs and expenses, including but not limited to Consultant's attorneys' fees, and additional time incurred by Consultant based on Consultant's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Consulting Report), meeting participation, and Consultant's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Consultant shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Consultant executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Consultant assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Consultant to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Consulting fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.

7. In the event of any dispute between Client and Consultant relating to this Agreement, or Consultant's or Client's performance hereunder, Consultant and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Consultant executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Consultant is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Consultant. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Consulting Report discussed herein.
8. All statements of fact in the report which are used as the basis of the Consultant's analyses, opinions, and conclusions will be true and correct to Consultant's actual knowledge and belief. Consultant does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Consultant by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY CONSULTING REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO CONSULTANT. The conclusions and any permitted reliance on and use of the Consulting Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Consultant shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Consultant with such materials with respect to the assignment as are requested by Consultant and in the possession or under the control of Client. Client shall provide Consultant with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Consultant. With respect to data provided by Client, Consultant shall not violate the confidential nature of the Consultant-Client relationship by improperly disclosing any proprietary information furnished to Consultant. Notwithstanding the foregoing, Consultant is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial.
12. Unless specifically noted, in preparing the Consulting Report the Consultant will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material) on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Consulting fee.

13. In the event Client intends to use the Consulting Report in connection with a tax matter, Client acknowledges that Consultant provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Consulting Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Consulting Report. Client agrees that Consultant shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Consultant relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Consultant shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Consulting Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO CONSULTANT UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.
16. Client shall not disseminate, distribute, make available or otherwise provide any Consulting Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Consultant as an "Intended User" of the Consulting Report provided that either Consultant has received an acceptable release from such third party with respect to such Consulting Report or Client provides acceptable indemnity protections to Consultant against any claims resulting from the distribution of the Consulting Report to such third party, (ii) any third party service provider (including rating agencies and Client's auditors) using the Consulting Report in the course of providing services for the sole benefit of Client, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Consultant consents, in writing, to Client incorporating or referencing the Consulting Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Consultant with complete copies of such materials and Consultant has approved all such materials in writing. Client shall not modify any such materials once approved by Consultant. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Consulting Report by such party extend any right to the party to use and rely on such report, and Consultant shall have no liability for such unauthorized use and reliance on any Consulting Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Consultant, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Consultant and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Consulting Report.

17. In the event Client incorporates or references the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the engagement of or performance of services by any Indemnified Party hereunder, (ii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iii) an actual or alleged violation of applicable law by Client (including, without limitation, securities laws) or the negligent or intentional acts or omissions of Client (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Consultant (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.

18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Consultant and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Consulting Report, (b) any services under this Agreement or (c) any acts or conduct relating to such services, shall be filed within two (2) years from the date of delivery to Client of the Consulting Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.



February 16, 2017

Mr. Jason Alexander
City of Corinth
Economic Development Director
3300 Corinth Parkway
Corinth, Texas 76208

Re: Full-Service Hotel - Corinth, Texas

Mr. Alexander:

At your request, we are pleased to present this engagement letter to assist you in evaluating the market justification of developing a Full-Service Hotel with meeting space in Corinth, Texas. At this point in your deliberations, you require an independent study to analyze the future hotel supply and demand situation in the competitive market and to project future trends. Based on the market information we gather, you need us to estimate the likely operating performance of the hotel market and the performance of a hotel. The objectives of our study will be to:

- Evaluate the proposed site(s) and their surrounding area to determine their impact on the market performance of the proposed hotel and its demand for meetings.
- Determine anticipated market conditions for the proposed hotel within the context of supply, demand, site, and facility factors.
- Estimate the future competitive position of a hotel and prepare projections of occupancy, average room rate and cash flow from operations available for debt service and equity distribution.
- Provide a written letter report summarizing our findings and conclusions.

Scope of Work

To accomplish these objectives, we have prepared the following scope of our work that will include, but not necessarily be limited to, the following Phases:

Phase I - Fieldwork and Analysis

- Meet with you and/or your associates in order to obtain input from you that confirms or amends our understanding of the details of the project and provides additional pertinent information such as master plans, appraisals, detailed construction budgets, and other material you may have on the project.
- Inspect the subject site(s) and their surrounding areas in order to determine their impact on the proposed hotel. Such determinations will not include any engineering or environmental considerations, but will encompass an evaluation of the property's accessibility, visibility, proximity to lodging demand generators, and physical characteristics that might affect the marketability of a hotel.
- Evaluate existing and proposed transportation patterns in the area to determine their impact on the marketability of the proposed hotel.
- Assemble, review and analyze economic, demographic and real estate data pertaining to the local market. In particular, evaluate the present economic climate and estimate future growth potential, particularly as it relates to lodging demand.
- Interview key representatives of area commerce and industry to identify and quantify specific sources of lodging demand.
- Develop a census of competitive lodging facilities for the proposed hotel. This census will include the following factors:
 - Name / Age / Last Renovation
 - Location
 - Occupancy and Rate (in the aggregate to protect confidentiality)
 - Distance of competitors
 - Type and size of food, beverage, and meeting facilities and amenities
 - Parking: Structure vs Surface, Costs to Guest
- To the extent the information is available; identify other proposed lodging developments to assess their probability of completion and the degree to which they will compete with your project.
- Determine the current overall market demand for rooms in the market area and the share of market demand that is generated by commercial travelers, leisure travelers, group meetings, and any other identifiable sources of demand.

- Study the timing and amount of lodging supply as well as actual occupancy and room rate patterns to determine the number of additional transient lodging rooms supportable in the market.
- Make recommendations as to the appropriate brand or brands, mix of room types, number of food and beverage outlets, amount of meeting space, and description of amenities that best suits the project.
- Estimate the average annual occupancies and attainable room rates that could be achieved by the proposed hotel on the subject site over a five-year period.
- Prepare estimates of annual revenue and expenses to the point of cash flow from operations available for debt service and equity distribution for the first ten full years of operation for the proposed hotel. Our prospective financial analysis will be presented in inflated dollars and will have sufficient detail to reflect the major revenue and expense categories. Bases for the prospective financial analysis and key assumptions underlying inflation estimates will be made explicit in the report.
- Prepare an estimate of the potential return on investment based on a summary estimate of the costs to build and open the hotel, an assumed loan amount, our projected cash flow after debt service, and an assumed sale. This analysis will express the potential return as an internal rate of return (IRR) over the life of the deal for private investors. The results of this analysis may highlight the potential need for public-sector incentives. If so, we will assist the City in determining the amount that would be appropriate to contribute and from which sources.
- Prepare a table-oriented memo that summarizes our findings and conclusions to be reviewed by you with the following standard exhibits:
 - A five-year historical analysis of hotel supply and demand that notes supply additions, Market occupancy and rate, and RevPAR index.
 - A five-year projection of anticipated market occupancies and rates.
 - Estimates of occupancies and average daily rate for the proposed hotel through stabilization and for ten years of operation.
 - A ten-year projection of anticipated net operating incomes
 - A calculation of potential return on investment (IRR)
 - A presentation of potential public incentives
- Meet with you and/or your associates to present our findings, conclusions and recommendations.

Phase II - Narrative Report

Prepare a narrative report that can be submitted to potential developers, their lenders and management companies, and hotel franchise companies. This report will contain a description of the project and will cover all the analysis of the summary memorandum in sufficient detail so that the reader will have confidence in the analysis. To coincide with the narrative report, we will also prepare a visual presentation to your City Council.

Qualifications

DP Consulting is a hospitality, tourism, and real estate oriented consulting and brokerage firm. We have developed a particular expertise that includes limited-service hotels, extended-stay hotels, full-service hotels, and resorts.

The principal of DP Consulting, David Parker, has over 30 years experience in the hotel industry, to include operations, consulting and development. Prior to forming DP Consulting, Mr. Parker was employed by PKF Consulting for nearly a decade, where he developed numerous methodologies for collecting market information on hotels and meeting facilities, and developed multiple modeling techniques for projecting utilization, income and expense.

In conjunction with hotel research, Mr. Parker developed the system through which occupancy data was collected from individual hotels and reported in aggregate on a monthly basis, known as *Trends in the Hotel Industry*. In addition, Mr. Parker developed a database based on Hotel Occupancy Tax receipts collected by the State of Texas in order to develop a census of hotel performance for various market areas. Mr. Parker directed numerous and varied projects, a summary of which are listed in the Addendum.

Limiting Conditions

Our reports will not ascertain the legal and regulatory requirements applicable to this project, including state and local government regulations, permits and licenses. Further, no effort will be made to determine the possible effect on this project of present or future federal, state, or local legislation including environmental or ecological matters or interpretations thereof.

The prospective financial analyses included in our reports will be based on estimates, assumptions, and other information developed from our research of the market, knowledge of the industry, and meetings with you and your representatives during which we will be provided with certain information. The sources of information and bases of the estimates and assumptions will be stated in the reports.

Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore actual results achieved during the period under study will vary from our estimates and the variations may be material. Our reports will contain a statement to that effect. The reports will be dated to coincide with

our last day of fieldwork. The terms of this engagement are such that we have no obligation to update our estimates to reflect events or conditions that occur subsequent to the last day of our fieldwork. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the project.

Our reports and the estimates included therein will be intended for your internal use, for submission to a financial institution for the purpose of financing the venture, and for submission to a hotel franchise or management company. Otherwise, neither the reports nor their contents may be referred to or quoted in any registration statement, prospectus, loan or other agreement or document without our prior written consent. Consent will be given only upon meeting certain conditions.

Fees and Timing

Real estate advisory services are invoiced based on the actual amount of time spent in the performance of the study based on our standard government billing rates of \$250 per hour. We have capped our fee for Phase I and II of this engagement at \$19,500 + data and out-of-pocket travel expenses. Data from Smith Travel Research will cost \$475. Travel-related costs will be billed separately without mark-up, and have been capped at 10% of the fee. A retainer is due at the commencement of our study in the amount of \$13,500. All invoices are payable upon presentation. We reserve the right to withhold delivery of any report, oral or written, if payments are in arrears.

Our current work schedule allows us to commence our fieldwork upon receiving the retainer and your notice to proceed. We anticipate spending two to three days in the field conducting interviews and collecting data on the market. The discussion memo should be ready within two to three weeks of completing our fieldwork. The narrative report should be ready within two to three weeks of completing the analysis.

Our fee estimate includes two trips to the market, the first being the kick-off meeting and any meetings related to the fieldwork. The second trip will include a presentation of our findings and conclusions. We would be delighted to make additional trips to discuss our findings and conclusions or to conduct a workshop, but you will be billed at our standard government trip rate of \$1,200 per day.

In the event we discover insufficient hotel demand to support the hotel in the near term, we will document our findings, stop our work, and let you know. We will further let you know what events to look for in the future that might improve demand for a hotel. Likewise, at any point the City desires to discontinue the study, we will stop our work and summarize our billing in a final statement.

Acceptance

As your confirmation that the terms set forth in this proposal are acceptable to you, please sign the enclosed copy of this letter and return it to us together with your retainer as your authorization to us to undertake this assignment. If you have any questions regarding this proposal, please contact us.

Very truly yours,



David Parker



ACCEPTED BY:

Signature

Name Printed

Title

Company or Venture

Date

Projects Completed by David Parker

Market Studies of Limited-Service Hotels:

Dallas Area:

Market Study of Proposed Best Western Premier – Denton, Texas (Open 2009)
Market Study of Proposed Fairfield Inn – Decatur, Texas
Market Study and Valuation of Proposed Comfort Suites – Grapevine, Texas (Open 2005)
Market Study of a Hampton Inn and Suites – Alliance Airport, Fort Worth Texas (Open 1999)
Due Diligence Analysis of five hotels (Holiday Inn Expresses and Quality Suites) – Dallas, Texas
Market Study of Proposed Hampton Inn and Suites – Hurst, Texas (Open 2004)
Due Diligence Analysis Wyndham Garden Hotel Los Colinas – Irving, Texas
Due Diligence Analysis Wyndham Garden Hotel Market Center – Dallas, Texas

Houston Area:

Market Study of Proposed Hampton Inn & Suites – Bush Intercontinental Airport – Houston, Texas (Open 2015)
Market Study of Proposed Comfort Suites (Westchase) – Houston, Texas (Open 2013)
Market Study of Proposed Hampton Inn & Suites – Missouri City, Texas (Open 2013)
Market Study of Proposed Courtyard & TownePlace Suites – Galveston, Texas (Open 2013)
Market Study of Proposed SpringHill Suites – Houston, Texas
Market Study of Proposed Sleep Inn – Clute/Lack Jackson, Texas
Market Study of Proposed Microtel Inn & Suites – Port Arthur, Texas
Market Study of Proposed SpringHill Suites – Seabrook, Texas
Market Study of Proposed La Quinta – West Chase - Houston, TX (Open 2007)
Market Study of Proposed Best Western Mini Suites – Texas City, Texas (Open 2005)
Market Study of Proposed Bed & Breakfast – Kemah, Texas (Open 2004)
Market Study of a Proposed TownePlace Suite – College Station, Texas (Open 1999)
Market Study of a Proposed TownePlace Suite – Clear Lake, Texas (Open 1999)
Market Evaluations of four Baymont Inns – Houston, Texas
Market Study of Proposed Hampton Inn & Suites – League City, Texas (Open 2010)

Central Texas:

Market Study of Proposed Homewood Suites – (Parmer Lane) Austin, Texas (Open 2015)
Market Study of Proposed Home2 Suites – Round Rock, Texas (Open 2015)
Market Study of Proposed Bed and Breakfast Cabins – Fredericksburg, Texas (Open 2013)
Market Study of Proposed Hampton Inn & Suites – Downtown Austin, Texas (Open 2012)
Market Study of Proposed Homewood Suites – Round Rock, Texas (Open 2010)
Market Study of Proposed Sleep Inn & Suites – Manor, Texas (Open 2012)
Market Study of Proposed Limited-Service Hotel – Marble Falls, Texas
Market Study of Proposed Microtel Inn & Suites – Austin, Texas (Airport) (Open 2010)
Market Study of Proposed Staybridge Suites – San Antonio, Texas (Open 2008)
Market Study of Proposed La Quinta - Medical Center - San Antonio, Texas (Open 2007)

South Texas:

Market Study of Proposed Microtel – Gonzales, Texas (Open 2013)
Market Study of Proposed Home2 Suites – Mission, Texas
Market Study of Proposed Holiday Inn Express – South Padre Island, Texas (Open 2005)



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North Texas:

- Market Study of Proposed Hampton Inn – Vernon, Texas (Open 2011)
- Market Study of Proposed Holiday Inn Express – Vernon, Texas (Open 2006)

West Texas:

- Market Study of Proposed Microtel – San Angelo, Texas (Open 2010)
- Market Study of Proposed Hawthorn Suites – Lubbock, Texas (Open 2008)
- Market Study of Proposed Best Western – Hamilton, Texas (Open 2007)
- Market Study of Proposed La Quinta – Lubbock, Texas (Open 2006)

East Texas:

- Market Study of Proposed Microtel Inn & Suites – Texarkana, Texas
- Market Study of Proposed Hampton Inn – Sulphur Springs, Texas (Open 2010)
- Market Study of Proposed Best Western – Mt. Vernon, Texas

Outside of Texas:

- Market Study of Proposed Home2 Suites – Tallahassee, Florida (Open 2016)
- Market Study of Proposed Home2 Suites – Stillwater, Oklahoma (Open 2016)
- Market Study of Proposed Home2 Suites – Tuscaloosa, Alabama (Open 2015)
- Market Study of Proposed Home2 Suites – Lexington, Kentucky (Open 2015)
- Market Study of Proposed Hilton Garden Inn & Homewood Suites – Oklahoma City, Oklahoma (Open 2014)
- Market Study of Proposed Hampton Inn & Suites - Mulvane, Kansas (Open 2012)
- Market Study of Proposed Hampton Inn & Suites – Dodge City, Kansas (Open 2012)
- Market Study of Proposed Homewood Suites – Nashville, Tennessee (Open 2013)
- Market Study of Proposed Fairfield Inn – Maize, KS (Open 2011)
- Market Study of Proposed La Quinta Inn & Suites – Olathe, Kansas (Open 2008)
- Market Study of Proposed Holiday Inn Express & Suites – Bloomington, Indiana (Open 2006)
- Market Study of Converting historic buildings into Residence Inn and Courtyard by Marriott – Omaha, NE (Open 1999)
- Market Study of Proposed Sleep Inn Limited-Service hotel – Thornton, Colorado (Open 1998)
- Market Study and Valuation of Proposed All-Suite Hotel at Isle of Capri Casino – Lake Charles, Louisiana (Open 1998)
- Market Study and Valuation of Proposed Limited-Service Hotel at Isle of Capri Casino – Lake Charles, Louisiana (Open 1997)

Market Studies Select and Full-Service Hotels:

Dallas Area:

- Market Study of Proposed Hilton Garden Inn – Hurst, Texas (Open 2016)
- Market Study of Proposed Hilton Dallas/Plano Granite Park – Plano, TX (Open 2014)
- Market Study of Proposed Cambria Suites – Plano, Texas (Open 2014)
- Market Study of Proposed Courtyard Hotel & Conference Center – Carrollton, Texas
- Market Study of Renovating the Historic Blackstone Hotel into a Courtyard by Marriott – Fort Worth, Texas (Open 1999)
- Market Study of Proposed Embassy Suites Galleria – Dallas, Texas (Open 1998)
- Evaluation of Converting the Employers Life Insurance Building into a Headquarters Hotel – Dallas, Texas
- Market Study of Proposed Holiday Inn – McKinney, Texas (Open 2008)



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Market Study of Proposed Resort Hotel and Water Park – Frisco, Texas
Impact Assessment of Converting Ramada Plaza into Holiday Inn Select (Presently The Sheraton) – Fort Worth, Texas

Houston Area:

Market Study of Proposed Courtyard & TownePlace Suites – Galveston, Texas (Open 2013)
Market Study of Proposed Courtyard by Marriott – Galveston, TX (Open 2013)
Market Study of Proposed Embassy Suites & Water Park – Beaumont, Texas
Market Study of Proposed Embassy Suites – Texas Medical Center – Houston, TX
Market Study of Proposed Holiday Inn – Shenandoah, Texas
Market Study of Proposed Hilton Garden Inn Galleria – Houston, Texas (Open 2005)
Market Study and Economic Impact Assessment of 1,200-Room Hilton Americas
– Downtown Houston, Texas (Open 2004)
Market Study of Converting the Medical Towers into the Marriott Medical Center Expansion – Houston, Texas
Market Study of Converting Historic Texas State Hotel into Sheraton Suites – Downtown Houston, Texas
Market Study and Valuation of Omni Galleria – Houston, Texas
Market Study and Valuation of Red Lion Hotel Galleria – Houston, Texas

Central Texas:

Market Study of Proposed SoCo Hotel – (South Congress) Austin, Texas (Open 2015)
Economic Impact Study of Proposed Hilton Garden Inn – Live Oak, Texas
Market Study of Proposed Select-Service Hotel & Conference Center – Boerne, Texas
Market Study of Proposed Four Points (Now Wyndham Garden Inn Near La Cantera) – San Antonio, Texas (Open 2009)
Market Study of Proposed Boutique Hotel – Fredericksburg, Texas
Market Study of Proposed Cambria Suites – Medical Center – San Antonio, Texas
Market Study of Proposed Westin Riverwalk – San Antonio, Texas (Open 1999)
Market Study of Proposed Full-Service Hotel – New Braunfels, Texas
Market Study and Valuation of St. Anthony Hotel – San Antonio, Texas

South Texas:

Market Study of Proposed Hotel & Conference Center – Port Aransas, Texas
Market Study of Proposed Full-Service Hotel Adjacent to McAllen Convention Center – McAllen, Texas
Market Study of Proposed All-Suite Hotel and Resort on North Padre Island – Corpus Christi, Texas
Market Study, Economic Impact Study, and Financing Recommendations of Proposed Full-Service Hotel
– South Padre Island, Texas
Market Study of Proposed Executive Conference Center – North Padre Island, Corpus Christi, Texas

North Texas:

Market Study of Proposed Hotel Conversion to a Full-Service Wyndham Hotel – Wichita Falls, Texas

West Texas:

Market Study of Proposed Full-Service Hotel & Conference Center – Odessa, Texas

Outside of Texas:

Market Study of Proposed Full-Service Resort with Golf – Franklin, Tennessee
Market Study of Proposed Hilton Garden Inn & Homewood Suites – Oklahoma City, Oklahoma (Open 2014)
Market Study of Proposed Conversion of the Fulton Hotel to a Holiday Inn – Alexandria, Louisiana



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Market Study of Proposed Office Building Conversion into Hilton Garden Inn –
Airport - Phoenix, Arizona (Open 2009)

Market Study of Proposed Hilton Garden Inn (Converted Office Building) – Phoenix, AZ at Airport (Open 2008)

Market Study of Proposed Full-Service Hotel – Colorado Springs, Colorado

Performance Review of Operating Standards – Radisson Fort McDowell Resort & Casino – Scottsdale, Arizona

Market Study of Proposed Holiday Inn – Colorado Springs, Colorado

Market Study and Valuation of Cypress Bend Golf Resort and Conference Center – Sabine Parish, Louisiana

Market Study of Converting historic buildings into Residence Inn and Courtyard by Marriott
– Omaha, NE (Open 1999)

Market Study of Proposed Full-Service Hotel – Sandy City, Utah

Market Study of Proposed Full-Service Hotel adjacent to Jazz Land Theme Park – New Orleans, LA

Market Study and Valuation of 780-room Regal Riverfront – St. Louis, Missouri

Public Assembly Facility Studies:

Dallas Area:

Market Study of Proposed Dallas County School District Meeting Facility – Dallas, Texas

Market Study of Proposed 500,000-Square foot Exhibition Center – Grapevine, Texas

Market Study of Proposed Conference Center – Hurst, Texas (Open 2007)

Management RFP of Proposed Conference Center – Hurst, Texas

Houston Area:

Market Study of Proposed Convention Center – Stafford, Texas (Open 2003)

Market Study of Proposed Performing Arts Theater – Stafford, Texas (Open 2003)

Market Study and Economic Impact of Proposed Waterway Convention Center –
The Woodlands, Texas (Open 2002)

Citywide occupancy tax collection forecast for City of Houston, used in securing \$700 million in bonds for the
purpose of expanding the George R. Brown Convention Center, constructing the 1,200-room Hilton
Hotel, parking garage, and NBA basketball arena – Houston, Texas

Market Study and Economic Impact Study of Expanding the George R. Brown Convention Center
– Downtown Houston, Texas

Market Study of Proposed Convention Center, Mall Conversion – Baytown, Texas

Market Study of Proposed Natatorium – Stafford, Texas

Market Study of Repositioning a portion of Greenspoint Mall into a Convention Center – Houston, Texas

Market Study of Proposed Civic Center – Kemah, Texas

Market Study of Proposed Civic Center – Freeport, Texas

Central Texas:

Market Study of Proposed Convention Center – New Braunfels, Texas

Market Study of Proposed Civic Center & Exhibit Hall – Gonzales, Texas

South Texas:

Market Study of Expanding the Bayfront Convention Center – Corpus Christi, Texas (Completed 1999)

East Texas:

Market Study of Proposed Convention Center – Lufkin, Texas

Outside of Texas:

- Market Study and Economic Impact Study of Proposed 453,000-square foot Exhibition Center – Sandy City, Utah
- Market Study of Proposed Ballroom Addition to the Welk Resort – Branson, Missouri
- Market Study of Proposed Convention Center, Mall Conversion – Tupelo, Mississippi

Other Projects:

- Houston's First Baptist Church – Hunt Retreat – Lodge/Conference Facility – Fulshear, Texas (Open 2013)
- Market Study of Proposed Baseball Facility – The Zone – Kingwood, Texas (Open 2012)
- Market Study of Proposed Water Park – Beaumont, Texas
- Market Study of Proposed Time Share – Lake Havasu, Arizona
- Lakeview Methodist Conference Center – Lodge/Conference Facility – Palestine, Texas
- Market Study for Three Proposed Buffalo Wild Wings locations – Greater New Orleans, Louisiana
- Market Study for Proposed Apartments – Jackson, Tennessee
- Developer of five high-end town homes near Texas Medical Center
- Developer of three-unit loft project east of Mid-Town - Houston, Texas
- Due Diligence of new construction 400-unit Self Storage in southwest Houston
- Due Diligence of new construction 400-unit Self Storage in Baytown, Texas