



ECONOMIC DEVELOPMENT CORPORATION

Thursday, June 10, 2021 – 5:00 PM

109 North Kaufman Street, Mount Vernon, Texas 75457

AGENDA

Call to Order

Public Comment

The Texas Open Meetings Act prohibits the Board from responding to any comments other than to refer the matter to a future agenda, to an existing policy, or to a staff person with specific factual information. Claims against the Board or employees, as well as individual personnel appeals are not appropriate for citizens' forum.

Consent Agenda

- [1.](#) MINUTES 5-13-2021
- [2.](#) May 2021 financial report

Action Items:

- [3.](#) Consider and Act upon approval of contract the J. Martin Sanchez with The Sanchez Group.

Board Member Reports and Discussion:

EDC Scholarship winners-Gail Reed
Business Appreciation Lunch-Michael Mays
Splashpad grand opening-Mark Sachse
Secretary position
Housing development

Adjourn

/s/ Mark Sachse
Mark Sachse, Board President
Posted 4:00 PM, June 7, 2021

Persons with disabilities desiring to attend the meeting and without transportation may contact City Hall at 903-537-2252 for assistance.

The Mount Vernon Economic Development Corporation Board of Directors reserves the right to go into Executive Session at any time during the meeting with its attorney in accordance with Section 551.071; deliberate the purchase or sale of real property in accordance with section 551.072; deliberate personnel matters in accordance with 551.074; and/or deliberate regarding economic development negotiations. However, no action will be taken during the Executive Session because none is permitted by law.



EDC BOARD MEETING
Thursday, May 13, 2021 – 5:00 PM

109 North Kaufman Street, Mount Vernon, Texas 75457

MINUTES

Call to Order and announce a quorum present.

President Sachse called the meeting to order at 4:58 p.m. and announced a quorum is present.

PRESENT

- President Mark Sachse
- Secretary/Treasurer Gail Reed
- Board Member Gabe Sharp
- Board Member Jack Carlson
- Board Member Kevin Anthony
- City Administrator Tina Rose

ABSENT

- Vice-President Roger Gekiere
- Board Member Michael May

VISITORS: Tina Rose, Lillie Bush Reves and Royce Dimsdle

Public Comment

The Texas Open Meetings Act prohibits the Board from responding to any comments other than to refer the matter to a future agenda, to an existing policy, or to a staff person with specific factual information. Claims against the Board or employees, as well as individual personnel appeals are not appropriate for citizens' forum.

No one spoke.

Consent Agenda

1. April 2021 financial report
2. Minutes 4-8-21

Motion made by Board Member Anthony, Seconded by Board Member Carlson.
 Voting Yea: President Sachse, Secretary/Treasurer Reed, Board Member Sharp, Board Member Carlson, Board Member Anthony

Public Hearing

3. The purpose of this hearing is to hear evidence for or against a request made by Robin Wallace owner of Sheer's Gift and Salon, to provide assistance with Existing Business Structure Assistance for the

business located at 403 Hwy 37, Mt. Vernon, Texas.

The purpose of this hearing is to hear evidence for or against a request made by Royce L. Dimsdle, owner of Texas Bar-B-Que Corral, for Existing Business Structure Assistance for the business located at 201 W. I-30 Frontage Road, Mt. Vernon, Texas.

President Sachse closed the Regular Session at 5:00 p.m. and opened the Public Hearing.

No one spoke regarding Sheer's Gift and Salon.

Royce Dimsdle spoke to his request for assistance. He explained the reason he has applied is because the insurance company devalued his building and that is leaving him short in the repair of the building to be able to open back up.

President Sachse closed the Public Hearing at 5:12 p.m. and reopened the Regular Session.

Action Items:

4. Consider and Act upon approval of request made by Robin Wallace, owner of Sheer's Gift and Salon to provide assistance with Existing Business Structure Assistance.

This request died for a lack of a motion. After much discussion the Board felt this really was not a project for them at this time, the Board said they did not mind if the application was refiled at a later time.

5. Consider and Act upon approval of request made by Royce L. Dimsdle, owner of Texas Bar-B-Que Corral to provide assistance with Existing Business Structure Assistance.

Motion made by Board Member Sharp to fund this project in the amount of \$11,000.00, Seconded by Secretary/Treasurer Reed.

Voting Yea: President Sachse, Secretary/Treasurer Reed, Board Member Sharp, Board Member Carlson, Board Member Anthony

6. Consider and Act upon approval of a professional consulting service from either a firm or individual to provide broad based consulting services.

Motion made by Board Member Sharp made a motion to approve Martin Sanchez as a Consultant for the EDC, Seconded by Board Member Carlson.

Voting Yea: President Sachse, Secretary/Treasurer Reed, Board Member Sharp, Board Member Carlson, Board Member Anthony.

7. Consider and Act upon approval of expenses for grand opening of the splash pad.

Motion made by Board Member Anthony to approve a budget of \$1,600.00 for three hours, live with KLAKE Radio Station, advertisement in the paper, as well as refreshments, Seconded by Secretary/Treasurer Reed. Voting Yea: President Sachse, Secretary/Treasurer Reed, Board Member Sharp, Board Member Carlson, Board Member Anthony.

The Grand Opening will be on June 12th, at the splashpad.

Board Member Reports and Discussion:

Monthly Appreciation Luncheon

The Board has chosen Sam Harvey Funeral Home for the appreciation luncheon this month.

Adjourn:

Motion made by Board Member Anthony, Seconded by Secretary/Treasurer Reed. Voting Yea: President Sachse, Secretary/Treasurer Reed, Board Member Sharp, Board Member Carlson, Board Member Anthony

Mark Sachse – Board President

ATTEST:

Kathy Lovier – City Secretary

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2021

Item 2.

05 -EDC
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	299,860	35,699.00	249,932.24	0.00	49,927.76	83.35
TOTAL REVENUES	299,860	35,699.00	249,932.24	0.00	49,927.76	83.35
<u>EXPENDITURE SUMMARY</u>						
300 EDC	370,013	117.25	134,231.97	0.00	235,781.03	36.28
TOTAL EXPENDITURES	370,013	117.25	134,231.97	0.00	235,781.03	36.28
REVENUE OVER/(UNDER) EXPENDITURES	(70,153)	35,581.75	115,700.27	0.00	(185,853.27)	164.93-

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2021

Item 2.

05 -EDC
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 EDC TAX REV.	284,360	35,221.50	245,899.33	0.00	38,460.67	86.47
4018 MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
4022 INTEREST	15,500	477.50	4,032.91	0.00	11,467.09	26.02
TOTAL REVENUE	299,860	35,699.00	249,932.24	0.00	49,927.76	83.35

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2021

Item 2.

05 -EDC
 DEPARTMENT -M300 EDC
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5300.001 WAGES	60,000	0.00	0.00	0.00	60,000.00	0.00
5300.002 COMPUTER	500	0.00	796.00	0.00	(296.00)	159.20
5300.003 PROMOTIONAL/MARKETING	18,000	0.00	0.00	0.00	18,000.00	0.00
5300.004 POSTAGE	100	0.00	3.52	0.00	96.48	3.52
5300.005 AUDIT EXPENSE	1,000	0.00	0.00	0.00	1,000.00	0.00
5300.007 LEG. OUTREACH	500	0.00	0.00	0.00	500.00	0.00
5300.008 SCHOLORSHIP	2,000	0.00	2,000.00	0.00	0.00	100.00
5300.009 PUBLICATIONS	0	56.00	302.00	0.00	(302.00)	0.00
5300.010 ATTORNEY FEES	12,000	0.00	1,750.00	0.00	10,250.00	14.58
5300.011 WEBSITE	500	0.00	0.00	0.00	500.00	0.00
5300.012 HIST. FACADE GRANT	20,000	0.00	20,000.00	0.00	0.00	100.00
5300.014 DISCRETIONARY FUNDS	0	0.00	0.00	0.00	0.00	0.00
5300.017 ADVERTISING/PUBLIC NOTICES	500	0.00	0.00	0.00	500.00	0.00
5300.018 BUSINESS INCENTIVES	0	0.00	404.53	0.00	(404.53)	0.00
5300.019 RENTAL ASSISTANCE PROGRAM	15,000	0.00	1,000.00	0.00	14,000.00	6.67
5300.020 JOB CREATION INCENTIVE	10,000	0.00	0.00	0.00	10,000.00	0.00
5300.021 EXISTING BUS. STRUCTURE	25,000	0.00	5,344.16	0.00	19,655.84	21.38
5300.022 SPECIAL PROJECT	100,000	0.00	21,450.00	0.00	78,550.00	21.45
5300.023 MAIN STREET ONGOING	10,000	0.00	10,000.00	0.00	0.00	100.00
5300.024 BUSINESS RETENTION	0	0.00	0.00	0.00	0.00	0.00
5300.025 UNEMPLOYMENT EXP (TEC)	300	0.00	0.00	0.00	300.00	0.00
5300.026 BUSINESS RECRUITMENT	0	0.00	0.00	0.00	0.00	0.00
5300.027 DUES	1,000	0.00	525.00	0.00	475.00	52.50
5300.028 BUS ANALYTICS	0	0.00	0.00	0.00	0.00	0.00
5300.029 INFRASTRUCTURE	70,000	0.00	70,000.00	0.00	0.00	100.00
5300.030 SPLASH PAD	0	0.00	0.00	0.00	0.00	0.00
5300.032 SOCIAL SECURITY (FICA)	3,720	0.00	0.00	0.00	3,720.00	0.00
5300.033 MEDICARE	870	0.00	0.00	0.00	870.00	0.00
5300.034 TML INSURANCE	8,099	0.00	0.00	0.00	8,099.00	0.00
5300.035 RETIREMENT (TMRS)	7,074	0.00	0.00	0.00	7,074.00	0.00
5300.037 TELEPHONE	750	61.25	452.74	0.00	297.26	60.37
5300.042 SCHOOL/TRAINING/TRAVEL	2,500	0.00	42.22	0.00	2,457.78	1.69
5300.044 SUPPLIES	600	0.00	161.80	0.00	438.20	26.97
5300.053 LONGEVITY	0	0.00	0.00	0.00	0.00	0.00
5300.075 TMRS-PENSION COST AUDITORS	0	0.00	0.00	0.00	0.00	0.00
5300.999 PRIOR PERIOD ADJUSTMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 300 EDC	370,013	117.25	134,231.97	0.00	235,781.03	36.28
=====						
TOTAL EXPENDITURES	370,013	117.25	134,231.97	0.00	235,781.03	36.28
REVENUE OVER/(UNDER) EXPENDITURES	(70,153)	35,581.75	115,700.27	0.00	(185,853.27)	164.93-

*** END OF REPORT ***

6-04-2021 4:12 PM

G / L D E T A I L v s B U D G E T

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Item 2.

YEAR : Oct-2020 / Sep-2021
FUND : 03 -1998 WWTP EXPANSION
DEPT : 300 WWTP EXP

PERIOD TO USE: May-2021 THRU May-2021
ACCOUNTS: 5300.001 THRU 5300.075

DATE	TRAN #	REFERENCE	====DESCRIPTION====	VENDOR	INV/JE #/PO #	====BUDGET====	====ACTIVITY====	====BALANCE====
	5300.002		GENERAL EXPENSE					
	5300.003		DEBT SERVICE ADMINISTRATION					
	5300.008		INTEREST					
	5300.009		DEBT SERVICE					
	5300.020		TRANSFER TO UTILITY FUND					
	5300.025		DEPRECIATION EXP					

6-04-2021 4:12 PM
 YEAR : Oct-2020 / Sep-2021
 FUND : 05 -EDC
 DEPT : 300 EDC

G / L D E T A I L vs B U D G E T

Item 2.

PERIOD TO USE: May-2021 THRU May-2021
 ACCOUNTS: 5300.001 THRU 5300.075

DATE	TRAN #	REFERENCE	DESCRIPTION	VENDOR	INV/JE #/PO #	BUDGET	ACTIVITY	BALANCE		
	5300.001		WAGES							
	5300.002		COMPUTER							
==ACCT TOTALS==			CURRENT BUDGET:	500.00	YTD ACTIVITY:	796.00	ENCUMBERED:	0.00	BALANCE:	296.00CR
	5300.003		PROMOTIONAL/MARKETING							
	5300.004		POSTAGE							
==ACCT TOTALS==			CURRENT BUDGET:	100.00	YTD ACTIVITY:	3.52	ENCUMBERED:	0.00	BALANCE:	96.48
	5300.005		AUDIT EXPENSE							
	5300.007		LEG. OUTREACH							
	5300.008		SCHOLORSHIP							
==ACCT TOTALS==			CURRENT BUDGET:	2,000.00	YTD ACTIVITY:	2,000.00	ENCUMBERED:	0.00	BALANCE:	0.00
	5300.009		PUBLICATIONS							
	5/13	A45022 CHK: 003951	MT. VERNON OPTIC-HER 1570	MT. VERNON OPTI 43514			56.00			
			===MAY TOTAL===			0.00	56.00	56.00CR		
==ACCT TOTALS==			CURRENT BUDGET:	0.00	YTD ACTIVITY:	302.00	ENCUMBERED:	0.00	BALANCE:	302.00CR

6-04-2021 4:12 PM
 YEAR : Oct-2020 / Sep-2021
 FUND : 05 -EDC
 DEPT : 300 EDC

G / L D E T A I L vs B U D G E T

Item 2.

PERIOD TO USE: May-2021 THRU May-2021
 ACCOUNTS: 5300.001 THRU 5300.075

DATE	TRAN #	REFERENCE	====DESCRIPTION====	VENDOR	INV/JE #/PO #	====BUDGET====	====ACTIVITY====	====BALANCE====		
	5300.010		ATTORNEY FEES							
==ACCT TOTALS==			CURRENT BUDGET:	12,000.00	YTD ACTIVITY:	1,750.00	ENCUMBERED:	0.00	BALANCE:	10,250.00
	5300.011		WEBSITE							
	5300.012		HIST. FACADE GRANT							
==ACCT TOTALS==			CURRENT BUDGET:	20,000.00	YTD ACTIVITY:	20,000.00	ENCUMBERED:	0.00	BALANCE:	0.00
	5300.014		DISCRETIONARY FUNDS							
	5300.017		ADVERTISING/PUBLIC NOTICES							
	5300.018		BUSINESS INCENTIVES							
==ACCT TOTALS==			CURRENT BUDGET:	0.00	YTD ACTIVITY:	404.53	ENCUMBERED:	0.00	BALANCE:	404.53CR
	5300.019		RENTAL ASSISTANCE PROGRAM							
==ACCT TOTALS==			CURRENT BUDGET:	15,000.00	YTD ACTIVITY:	1,000.00	ENCUMBERED:	0.00	BALANCE:	14,000.00
	5300.020		JOB CREATION INCENTIVE							
	5300.021		EXISTING BUS. STRUCTURE							

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YEAR : Oct-2020 / Sep-2021
FUND : 05 -EDC
DEPT : 300 EDC

G / L D E T A I L v s B U D G E T

Item 2.

PERIOD TO USE: May-2021 THRU May-2021
ACCOUNTS: 5300.001 THRU 5300.075

DATE	TRAN #	REFERENCE	DESCRIPTION	VENDOR	INV/JE #/PO #	BUDGET	ACTIVITY	BALANCE

5300.021			EXISTING BUS. STRUCTURE					
* (CONTINUED) *								

==ACCT TOTALS==		CURRENT BUDGET:	25,000.00	YTD ACTIVITY:	5,344.16	ENCUMBERED:	0.00	BALANCE: 19,655.84

5300.022			SPECIAL PROJECT					
==ACCT TOTALS==		CURRENT BUDGET:	100,000.00	YTD ACTIVITY:	21,450.00	ENCUMBERED:	0.00	BALANCE: 78,550.00

5300.023			MAIN STREET ONGOING					
==ACCT TOTALS==		CURRENT BUDGET:	10,000.00	YTD ACTIVITY:	10,000.00	ENCUMBERED:	0.00	BALANCE: 0.00

5300.024			BUSINESS RETENTION					

5300.025			UNEMPLOYMENT EXP (TEC)					

5300.026			BUSINESS RECRUITMENT					

5300.027			DUES					
==ACCT TOTALS==		CURRENT BUDGET:	1,000.00	YTD ACTIVITY:	525.00	ENCUMBERED:	0.00	BALANCE: 475.00

5300.028			BUS ANALYTICS					

5300.029			INFRASTRUCTURE					

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 YEAR : Oct-2020 / Sep-2021
 FUND : 05 -EDC
 DEPT : 300 EDC

G / L D E T A I L v s B U D G E T

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PERIOD TO USE: May-2021 THRU May-2021
 ACCOUNTS: 5300.001 THRU 5300.075

DATE TRAN # REFERENCE =====DESCRIPTION===== VENDOR INV/JE #/PO # ===BUDGET=== ===ACTIVITY=== ===BALANCE===

5300.029 INFRASTRUCTURE * (CONTINUED) *

==ACCT TOTALS== CURRENT BUDGET: 70,000.00 YTD ACTIVITY: 70,000.00 ENCUMBERED: 0.00 BALANCE: 0.00

5300.030 SPLASH PAD

5300.032 SOCIAL SECURITY (FICA)

5300.033 MEDICARE

5300.034 TML INSURANCE

5300.035 RETIREMENT (TMRS)

5300.037 TELEPHONE

5/13 A45023 CHK: 003952 SUDDENLINK 6650 SUDDENLINK 202105139385 61.25
 ===MAY TOTAL=== 62.50 61.25 1.25

==ACCT TOTALS== CURRENT BUDGET: 750.00 YTD ACTIVITY: 452.74 ENCUMBERED: 0.00 BALANCE: 297.26

5300.042 SCHOOL/TRAINING/TRAVEL

==ACCT TOTALS== CURRENT BUDGET: 2,500.00 YTD ACTIVITY: 42.22 ENCUMBERED: 0.00 BALANCE: 2,457.78

5300.043 BOARD TRAINING

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 YEAR : Oct-2020 / Sep-2021
 FUND : 05 -EDC
 DEPT : 300 EDC

G / L D E T A I L vs B U D G E T

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Item 2.

PERIOD TO USE: May-2021 THRU May-2021
 ACCOUNTS: 5300.001 THRU 5300.075

DATE TRAN # REFERENCE =====DESCRIPTION===== VENDOR INV/JE #/PO # =====BUDGET===== =====ACTIVITY===== =====BALANCE=====

5300.044 SUPPLIES

==ACCT TOTALS== CURRENT BUDGET: 600.00 YTD ACTIVITY: 161.80 ENCUMBERED: 0.00 BALANCE: 438.20

5300.045 CITY ADMINISTRATION

5300.046 RAILPORT/BUSINESS PARK

5300.047 RAILPORT/BUS. PARK ENGINEERING

5300.048 RAILPORT/BUS PARK CONSTRUCTION

5300.049 RAILPORT/BUS. PARK LEGAL FEES

5300.053 LONGEVITY

5300.075 TMRS-PENSION COST AUDITORS

REPORT TOTALS

CURRENT BUDGET	PERIOD ACTIVITY	YTD ACTIVITY	ENCUMBERED	BALANCE
259,450.00	117.25	134,231.97	0.00	125,218.03

6-04-2021 4:12 PM
YEAR : Oct-2020 / Sep-2021
FUND : * -ALL
DEPT : ALL

G / L D E T A I L v s B U D G E T

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Item 2.

PERIOD TO USE: May-2021 THRU May-2021
ACCOUNTS: 5300.001 THRU 5300.075

DEPARTMENT TOTALS

DEPARTMENT	ORIGINAL BUDGET	CURRENT BUDGET	PERIOD ACTIVITY	YTD ACTIVITY	BALANCE
300	259,450.00	259,450.00	117.25	134,231.97	125,218.03
===DEPT TOTALS===	259,450.00	259,450.00	117.25	134,231.97	125,218.03

SELECTION CRITERIA

FISCAL YEAR: Oct-2020 / Sep-2021
 FUND: ALL
 PERIOD TO USE: May-2021 THRU May-2021

ACCOUNT SELECTION

ACCOUNT RANGE: 5300.001 THRU 5300.075
 DIGIT SELECTION:
 DEPARTMENT RANGE: - THRU -

PRINT OPTIONS

REPORT TYPE: DETAIL
 TRANSACTIONS: BOTH
 ACTIVE FUNDS ONLY: NO
 ACTIVE ACCOUNT ONLY: NO
 OMIT ACCOUNTS WITH NO ACTIVITY: NO
 OMIT TOTALS ON ACCOUNTS WITH NO ACTIVITY: YES
 OMIT ACCOUNTS WITH NO BUDGET: NO
 PAGE BREAK AFTER DEPT: NO
 PRINT RESTRICTED ACCOUNTS: NO
 PRINT DEPARTMENT TOTALS: NO
 PRINT TOTALS: Monthly
 PRINT: INVOICE #
 BUDGET: Monthly

*** END OF REPORT ***

6/04/2021 4:14 PM

A/P HISTORY CHECK REPORT

PAGE:

Item 2.

VENDOR SET: 99 City of Mount Vernon
BANK: EDC EDC CASH
DATE RANGE: 5/01/2021 THRU 5/31/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1570	MT. VERNON OPTIC-HERALD							
I-43514	MT. VERNON OPTIC-HERALD	R	5/13/2021	56.00		003951		56.00
	SHEERS AND BBQ CORRALL							
6650	SUDDENLINK							
I-202105139385	SUDDENLINK	R	5/13/2021	61.25		003952		61.25
	ACCT # 07707-140665-01-6							

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		2	117.25	0.00	117.25
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EDC TOTALS:	2	117.25	0.00	117.25
BANK: EDC TOTALS:	2	117.25	0.00	117.25
REPORT TOTALS:	2	117.25	0.00	117.25

SELECTION CRITERIA

VENDOR SET: 99-City of Mt. Vernon
VENDOR: ALL
BANK CODES: Include: EDC
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 5/01/2021 THRU 5/31/2021
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: YES
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

June 3, 2021

Mayor Brad Hyman
Mark Sachse, EDC Chair Board of Directors
City of Mt. Vernon
C/O: Tina Rose, City Administrator
109 North Kaufman St
O.O. Box 597
Mount Vernon, Texas 75457

Master Agreement for Continuing Professional Services

Dear Mr. Mayor and Mr. Sachse:

Sanchez & Associates, L.L.C. (“S&A” or “the Consultant”) is pleased to submit this Master Agreement (the “Agreement”) to you for providing professional planning and engineering services.

S&A has prepared this **Multi-task Service Agreement (MSA)** that will allow you to engage S&A for a variety of development consulting services for individual projects at your discretion. This Master Agreement sets out the terms and conditions for the business relationship and allows you to authorize individual scope of services and budgets for any project that you might have S&A work on without having to reproduce a separate contract and standard provisions each time.

With the Master Service Agreement in place, we will create **Specific Project Service Requests (SPR)** that detail scope, schedule, and fee. Each SPR will be subject to this Master Agreement with regards to terms, conditions, and billing rates as included herein. This structure allows you the convenience of a short turnaround timeframe to contract with S&A for consulting tasks without the delay of repetitive paperwork and contract review. Additionally, this Agreement will allow you to tailor future engagements to your needs and provide the flexibility of having S&A act as an extension of your team for technical and quick response matters.

We will provide you with timely assistance as well as the planning and engineering creativity that Sanchez & Associates is known for.

Our first Specific Project Request: SPR Economic Development Services in Mt. Vernon, Texas has been included.

SERVICES

The undertaking of S&A to perform Professional Services under this Agreement extends to the services set forth in Specific Project Requests (SPR) ("the Services"), as well as written, and oral authorizations for S&A services. Services provided by S&A may include, but not be limited to, the following:

- Land use entitlements (zoning, site planning, economic development agreements, etc.)
- Site Feasibility Analysis
- Environmental Assessments
- Traffic Impact Analysis
- Preparation of flood studies
- Coordination and preparation of FEMA permits
- Coordination of topographic data and field ties
- Site surveys as needed for selling or purchasing property
- Preparation of tree surveys and/or tree mitigation plans
- Platting and preparation of separate instrument documents (rights-of-way, easements, etc)
- Preparation of preliminary and/or final site civil designs
- Infrastructure design (water, wastewater and/or roadways)
- Storm water drainage and detention design
- Preparation of Opinions of Probable Construction Costs
- Assistance with project bidding and contractor selection
- Project site visits
- Construction Management

MUNICIPAL SERVICES

- Comprehensive Plans
- Zoning Ordinances
- Subdivision Ordinances
- Park Master Plans
- Future Land Use Plans
- Policy and Code Development
- Development Review Process Evaluation
- Development and Facilities Agreements
- Annexation
- Thoroughfare Master Plans
- Bike, Trail & Sidewalk Plans
- Strategic Plans
- Visioning Sessions
- Action Plans
- Financial Management
- Organizational Development
- Elected Official & Staff Training
- Capital Improvement Plans
- Economic Development Strategic Plans
- Branding & Marketing



TIMELINE / SCHEDULE

Each SPR will provide a detailed schedule as part of the overall scope of services.

TERMS OF COMPENSATION

S&A has included a standard billing rate schedule. However, each SPR will have a detailed budget. Each SPR will indicate whether the budget will be on an hourly basis or a lump sum basis.

Once authorized by the Client, S&A will begin work on the project as indicated in the SPR. S&A will provide the Client with monthly invoices based on the scope of services and agreed to budgets plus any direct expenses incurred by S&A. Payment will be due within 25 days of the date of the invoice.

If S&A's compensation is on an hourly labor fee basis, estimated fees and expenses will be set forth in the SPR as an "estimated budget" line item. If S&A's compensation is on a lump sum basis, the budgets shall be set forth in a specific SPR as a "Lump Sum" line item. Additional services due to client changes or unforeseen circumstances shall be invoiced on an hourly basis. Reimbursable expenses will be billed at 1.15 times cost.

All taxes, if any, whether state, local, or federal levied with respect to such amounts shall be the responsibility of the client.

DURATION OF THIS AGREEMENT

This Agreement shall be effective from the date of execution by both parties until two (2) years after such date. All work described in the various SPRs and that are agreed to by both parties within such two-year period, shall be valid and binding until the Agreements and promises thereunder are completed.

This agreement does not imply a mutually exclusive agreement on behalf of either party. Each party has the ability to contract with other entities as necessary in the normal course of work. Any possible conflicts of interest on behalf of S&A shall be reported to the client as soon as possible.

Our Agreement shall include the stipulations in the attached Agreement Provisions, which are incorporated by reference and shall apply to all SPR's in the future. As used in the Agreement Provisions, the term "the Consultant" shall refer to Sanchez & Associates, L.L.C., and the term "the Client" shall refer to City of Mt. Vernon and Mt. Vernon Economic Development Corporation, Mayor Brad Hyman and Mr. Mark Sachse and their assigns.



If you concur with this agreement and wish to authorize S&A to proceed with the services, please execute this Agreement in the spaces provided below and return to S&A within ten (10) business days.

We appreciate the opportunity to provide these services to you on such a quality project. Please contact me if you have any questions.

Regards,

J. Martin Sanchez
CEO,
SANCHEZ & ASSOCIATES, L.L.C.

Casey Gregory, P.E.
Director of Engineering Services
SANCHEZ & ASSOCIATES, L.L.C.

cc: J. Martin Sanchez, AICP, CEO
Kimberly D. Sanchez, P.E., Chief Operating Officer
File

Attachments – Billing Rate Schedule
Agreement Provisions

Agreed to this the _____ day of _____, 2021.

Client: _____

By _____
(Signature of principal)

Title: _____



Billing Rate Schedule

Senior Professional II	\$160 - \$250
Senior Professional I	\$140 - \$200
Accredited Professional	\$125 - \$140
Graduate Professional	\$105 - \$125
Designer	\$90 - \$125
CAD Technician	\$70 - \$90
Support Staff	\$60 - \$75
Subconsultant	(varies)

(As approved by Client)

Effective March 1, 2021

(Remainder of this page intentionally blank)



SANCHEZ & ASSOCIATES, L.L.C.
AGREEMENT PROVISIONS

Period of Services Unless otherwise stated in the scope of services, the Consultant will begin work immediately after receipt of an executed copy of this Agreement. This Agreement is made in anticipation that the scope of services is fully authorized and not delayed by the client. Timelines may be extended as necessary for delays due to circumstances that the Consultant does not control.

Consultant's Scope of Services and Additional Services The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement.

Additional Services If requested by the Client and agreed to by the Consultant, the Consultant will perform additional services and such Additional Services shall also be governed by these provisions.

Computing Charges Unless specifically noted, Consultant shall not invoice client for technical use of computers for design, analysis, GIS, and graphics, etc. If consultant specifies and client agrees by executing contract, then technical use of computers as indicated above will be billed at \$15.00 per hour.

Client's Responsibilities In addition to other responsibilities described herein or imposed by law, the Client shall:

- Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- Provide all client information and criteria to the consultant required for the completion of the scope of services.
- Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- Bear all costs incident to the responsibilities of the Client.

Method of Payment Compensation shall be paid to the Consultant as follows:

- Sanchez & Associates requires a 20% retainer unless waived in the SPR
- All invoices shall be paid by the client on a Net 25 basis from date of invoice.
- Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day.
- If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 10 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- If the Consultant initiates legal proceedings to collect payment, the consultant may also recover reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.
- The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

Documents All materials prepared by the Consultant are considered work products and may be used only if the Client has satisfied all of its obligations under the Agreement and/or SPR. Any changes made by the Client to any of the Consultant's documents will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.



Opinions of Probable Cost The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, are made on the basis of its experience and represent its judgment as an experienced and qualified professional familiar with the industry. For greater assurance as to the amount of any cost for any item, the Client should employ, separately, an independent cost estimator.

Termination The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice. If the agreement is terminated, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination.

Standard of Care In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same area. No warranties of any kind are made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

Certifications The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

Limitation of Liability In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$1,000,000, whichever is lesser. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This section is intended solely to limit the remedies available to the Client, and nothing in this section shall require the Client to indemnify the Consultant.

Dispute Resolution All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

Hazardous Substances and Conditions

- Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. Consultant shall not transport or handle any hazardous substances and conditions.
- The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.
- Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

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TBPLS Firm No. 10194352

TBPE Firm No. F-8665



Construction Phase Services

- If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

Assignment and Subcontracting The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. The Consultant reserves the right to add subconsultants as it deems appropriate due to project logistics, schedules, or market conditions provided that fees remain in conformance with original scope and budget previously approved by Client. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant.

Confidentiality All services provided by Consultant and its employees, agents and sub-consultants, and any and all information provided by Client and any and all of client's representatives including but not limited to client's representatives are confidential and shall not be disclosed to any third party except pursuant to a Court Order ordered by a court of competent jurisdiction relative to the subject project. However, the Consultant can use project graphics, images or other representations in the consultant's marketing and advertising material so long as specific details are not provided about the subject property.

Governance This Agreement is to be governed by the laws of the State of Texas.

Enforceability Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral.

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SPECIFIC PROJECT REQUEST

**City of Mt. Vernon, Texas
Economic Development Services
June 3, 2021**

Project Identification

Mt. Vernon Texas, Franklin County – Economic Development Services and Tasks

Project Summary

Sanchez and Associates, LLC (S&A or Consultant) understands that the City of Mt. Vernon, Texas desires to engage the Consultant to perform certain tasks and activities related to Economic Development. S&A further understands that these matters will involve working with the Mt. Vernon Economic Development Corporation as well as the City Council for the City of Mt. Vernon and Mt. Vernon business community. The tasks set forth herein will constitute both the general scope of services as well as anticipated budgets.

Project Scope of Work

S&A will participate in regular coordination activities for those items not anticipated or detailed in the other tasks listed in the contract. This coordination may include correspondence with the City Staff, City Council, County Officials, local business organizations, TXDOT, and/or other similar organizations.

1. Project Management and Administration – S&A shall provide monthly services that will include the project management of this engagement; attend and participate the Economic Development Corporation meetings; coordinate the EDC meeting agendas; advise the EDC, as requested, on economic development related topics; provide educational and training material/presentations as required.

2. Community and Economic Development Planning – S&A shall review the City’s (City and EDC) regulatory structure and economic development incentive structure. This review shall include, but not be limited to: economic development incentives, zoning ordinance, subdivision ordinance, master utility plans, conduct an appropriate land inventory, prepare a visual survey of context related physical characteristics of the

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community; socioeconomic analysis and regional context.

3. Community Engagement – S&A shall develop a “public input” process to solicit citizen input on a variety of “quality of life” and “economic development” issues. The Public Input Process may be in the form of hosting smaller community meetings, a citizen mail in survey, a Delphi survey or other acceptable forms of communication.
4. Organizational Development
 - Mt. Vernon EDC Goal Setting Retreat – S&A shall organize and coordinate a ½ day or full day retreat with the EDC Board of Directors and appropriate City Staff. At this retreat, City Council will not be present. During the retreat, S&A shall present certain material and facilitate various activities with the Board of Directors which may include a SWOT Analysis, GAP Analysis, Cluster Analysis. At the end of the retreat, S&A anticipates developing a ‘WORKING DRAFT’ of a 1, 5 and 10 year Goals as well as other supporting policy statements.
 - City Council – S&A shall organize and coordinate a ½ day or full day retreat with the City Council and appropriate City Staff. At this retreat, EDC Board will not be present. During the retreat, S&A shall present certain material and facilitate various activities with the Board of Directors which may include a SWOT Analysis, GAP Analysis, Cluster Analysis. At the end of the retreat, S&A anticipates developing a set of policy goals related to economic development; “gaps and overlaps” analysis of the City organization (as it relates to economic and community development) and a broad base of 10 year goals for Mt. Vernon.
 - Joint Meeting – S&A shall organize and coordinate a ½ day or full day Joint Session of the City Council and the EDC Board of Directors. At this meeting, S&A shall present it’s findings from the two retreats. The findings shall include “common goals” in addition to “competing goals” of the two organizations. S&A shall also provide/recommend an efficiency plan to merge the goals and objectives of the two organizations. At this meeting, S&A shall present to both organizations a ROUGH DRAFT of an Economic Development Strategic Plan and proposed “work schedule” to achieve the plan.
 - Reconciliation – S&A shall facilitate the reconciliation of both organizations to develop a FINAL DRAFT of a Economic Development Strategic Plan that both organizations should adopt as a matter of policy. The FINAL DRAFT will include an Implementation plan that should also be adopted.

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5. Communications and Marketing – S&A shall develop a communication plan that focuses on providing marketing material to the broader development and investment community (defined as DFW and Texas).
- Branding – S&A shall develop various branding approaches for the City to consider. These branding concepts will serve as a backdrop for the various marketing efforts. Branding concepts may include “logo’s”, tag lines, monumentation, community way finding plans, etc.
 - Social Media Presence – S&A shall review the EDC’s website and other media outlets for content and delivery. S&A will work with and coordinate with the City’s web designer and hosting service. S&A has nearly 25,000 existing social media followers that consist of real estate agent/brokers, developers, financial investors, lenders and other corporate contacts. S&A shall develop twelve (12) economic development marketing articles and distribute them once per month for one year (or as long as S&A is engaged by the City of Mt. Vernon). These marketing materials will be focused on highlighting the City’s history and the current opportunities. Distribution metrics will be reported to the EDC monthly.
 - Business Recruitment – S&A shall synthesize the information from the “Communication and Marketing” efforts, the “Organizational Development” efforts, and the “Community Engagement” studies to target market certain businesses and or sectors for recruitment to Mt. Vernon.
6. Special Studies
- Residential Housing Strategy – S&A shall utilize the socio-economic data available to establish a PRELIMINARY housing strategy. This strategy will be focused on attracting residential development to Mt. Vernon. The analysis will include studying land prices, regulatory burden, local investment market, pricing strategies and overall equilibrium.
 - Health Care Strategy – S&A will develop a population profile and PRELIMINARY “needs assessment”. This assessment will be used to contact various organizations that provide various levels of health care. The current population of Mt. Vernon may not support a full service health care provider, but the “broader” region may be able support a hybrid emergency care services provider.

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OUR BUDGET

The Sanchez Group is committed to working within the budget framework of the Mt. Vernon EDC and the City of Mt. Vernon. We have worked with smaller communities and we recognize the difficult task of balancing budgets, resource allocation and being good stewards of public funds. As such, The Sanchez Group is recommending a “tiered approach” for the budget. This tiered approach will establish set budgets for predictable definable tasks; budgets for scope driven activities; and ultimately budgets that incentivize performance / outcomes as opposed to merely “hourly fees”. S&A has consolidated the majority of tasks into predictable “lump sum” budgets. Task 1 will be invoiced at \$750 per month. Tasks 2 – 6 will be invoiced on a “% complete” basis over the course of the next twelve (12) months.

- | | |
|--|--|
| 1. Project Management - | \$9,000 (\$750/month) lump sum |
| 2. Community and Economic Development Planning - | \$7,500 lump sum invoiced by % complete |
| 3. Community Engagement - | \$5,500 lump sum invoiced by % complete |
| 4. Organizational Development - | \$18,500 lump sum invoiced by % complete |
| 5. Communications and Marketing - | \$7,500 lump sum invoiced by % complete |
| 6. Special Studies - | \$14,500 lump sum invoiced by % complete |

****** For Business Recruitment, Residential Development Recruitment and Health Care Recruitment, S&A shall be entitled to a 1.5% incentive bonus payment. The 1.5% incentive bonus payment shall be calculated as follows: [Added Tax Roll Value] * city tax rate * 0.015 = incentive bonus payment. Since “land development projects” require a long lead time to come to fruition, S&A shall be eligible for each incentive bonus for a period of five (5) years from the termination of this engagement. S&A shall only be eligible for an incentive bonus 1 time per each unique land development project that S&A recruits. As an example, if S&A recruits the construction and development of ten (10) new homes within five (5) years of the termination of this engagement, S&A shall be eligible for an incentive bonus in one or more periods for 1.5% of the added value revenue from the 10 homes uniquely; meaning that for each home, S&A shall only be eligible for an incentive bonus one time ever. Similarly, the 1.5% incentive bonus shall apply to the added value on the tax roles for any business that S&A directly recruits including health care facilities. The incentive bonus will be 1.5% of the additional revenue that the City gains from the added value on the tax roles only. For each unique eligible project, S&A shall present a separate invoice.**

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Future Tasks – Tasks by Others – Tasks not Included

S&A has specifically not included the following tasks within this SPR as they are anticipated to be provided by others or preliminarily determined to not be needed at this time for the scope of the tasks included in this SPR. S&A may include these tasks as part of a separate SPR but is under no obligation to do so.

- Landscape or Beautification Plans
- Architectural Design Guidelines
- Phase 1 Environmental Assessments
- Hydraulics and Hydrology studies
- Update of various City Ordinances
- Update of the City's Comprehensive Plan
- Update of the City's Master Plans (Thoroughfare, Water, Wastewater, Parks)
- Capital Improvements Program (CIP)
- Any additional task not specifically identified in this proposal

Future Project Scope of Work

S&A will provide a detailed scope of services with a new Specific Project Request for any new tasks requested.

Project Compensation

During the project schedule, S&A shall invoice the client monthly based upon work performed. The client shall pay invoices on a net 25 basis.

Project Schedule

General twelve (12) month schedule will be provided at the onset of this engagement.

Additional Project Terms

All MSA provisions shall apply.

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City of Mt. Vernon, Texas

Sanchez & Associates, L.L.C.

By: _____ By: [Signature]
Title: _____ Title: Director of Engineering
Date: _____ Date: 6/3/2021

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