



## **CITY COUNCIL SPECIAL SESSION**

**Monday, November 27, 2023 – 6:00 PM**

109 North Kaufman Street, Mount Vernon, Texas 75457

*Our mission: to provide effective and fiscally responsible municipal services in a manner which promotes our high standard of community life.*

*Vision Statement Mount Vernon is a caring community committed to excellence and quality of life, aspiring to be the community of choice for ourselves, our children, and future generations – beautiful, clean, vibrant, and safe. We will strive to preserve our heritage, our friendly hometown atmosphere, and celebrate the diversity of all our citizens.*

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### **AGENDA**

**Call to order and announce a quorum is present.**

**Invocation and Pledges**

**Consent Agenda**

Items on the Consent Agenda are approved by a single action of the Council, with such approval applicable to all items appearing on the Consent Agenda. A Council Member may request any item to be removed from the Consent Agenda and considered as a separate item.

1. Minutes 11/13/2023

**Report on Items of Community Interest**

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Mount Vernon; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Mount Vernon that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Mount Vernon; and announcements involving an imminent threat to the public health and safety of people in the City of Mount Vernon that has arisen after posting the agenda.

**Citizen Participation (3 minutes)**

The Texas Open Meetings Act prohibits the Council 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 information. Claims against the City, Council Members, or employees, as well as individual personnel appeals are not appropriate for citizens' forum.

**Items to be Considered:**

2. Consider and act upon approval of contract with SAFEbuilt.
3. Consider and act upon approval of MHS Planning Strategic and Compl plan

**Discussion Items and Mayor/Council/City Administrator Reports**

Franklin County Library computers  
Infrastructure, Streets, Parks, Grants

**Presiding Officer to Adjourn the City Council Meeting**

**Notes to the Agenda:**

Items marked with an \* are consent items considered to be non-controversial and will be voted on in one motion unless a council member asks for separate discussion.

The Council may vote and/or act upon each of the items listed in this Agenda except for discussion-only items.

The Council reserves the right to retire into executive session under Sections 551.071/551.074 – of the Texas Open Meetings Act concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 903-537-2252 two working days prior to the meeting so that appropriate arrangements can be made.

**CERTIFICATION**

I do hereby certify that this Public Meeting Notice was posted on the outside bulletin board, at the front entrance of City Hall located at 109 N Kaufman St., Mount Vernon, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time:

**Posted November 24, 2023 by 4:00 p.m. and remained so posted at least 72 hours before said meeting was convened.**

Kathy Lovier, City Secretary

***NOTE:*** The City of Mount Vernon, Texas meets regularly on the second Monday night of each month at 6:00 p.m. The Council follows a printed Agenda for official action. ***Any individual desiring official action should submit his/her request to the office of the City Manager not later than fifteen (15) days prior to the Council Meeting.***

/s/ Kathy Lovier  
Kathy Lovier, City Secretary



## CITY COUNCIL REGULAR SESSION

**Monday, November 13, 2023 – 6:00 PM**

109 North Kaufman Street, Mount Vernon, Texas 75457

*Our mission: to provide effective and fiscally responsible municipal services in a manner which promotes our high standard of community life.*

*Vision Statement Mount Vernon is a caring community committed to excellence and quality of life, aspiring to be the community of choice for ourselves, our children, and future generations – beautiful, clean, vibrant, and safe. We will strive to preserve our heritage, our friendly hometown atmosphere, and celebrate the diversity of all our citizens.*

### MINUTES

**1,100**

Mayor Hyman called the meeting to order at 5:59 p.m. and announced a quorum present.

#### PRESENT

Mayor Brad Hyman  
 Mayor Pro Tem Mark Huddleston  
 Councilman Harold Cason  
 Councilwoman Mary Keys  
 Councilwoman Rebecca Bailey  
 Councilman Martin Carrascosa  
 City Administrator Craig Lindholm  
 City Secretary Kathy Lovier

VISITORS: see attached

City Secretary Lovier lead the invocation and Mayor Hyman lead the pledges.

1. Minutes 9/11/2023  
 September and October Financial Reports

Motion made by Councilwoman Bailey, Seconded by Councilman Cason.

Voting Yea: Mayor Pro Tem Huddleston, Councilman Cason, Councilwoman Keys, Councilwoman Bailey, Councilman Carrascosa

#### **Report on Items of Community Interest**

Mayor Hyman honored the MV Tigers football team and read a letter from Senator John Cornyn to our Veterans.

#### **Citizen Participation (3 minutes)**

Alice Berger with Oasis Church advised Council they have been doing BBQ fundraisers at the Prosperity Bank for 30 years for fund raising for kids to go to church camp. They require the kids to work with the food, food sales, holding signs to earn their way to camp. This teaches the kids life skills. She further stated that the Council should correct the wrong they have committed against them.

Bobby Berger with Oasis Church advised Council that he did not think the Council meant to discriminate against them, it was just an oversight. He asked Council to reconsider allowing non-profits to set up whenever and wherever they want to.

### **Public Hearing**

The purpose of this hearing is to hear evidence for or against a request made by Terry and Amy Garner to re-plate their property located at 819 Miller Street, Mt. Vernon, Texas from one lot into two lots.

The purpose of this hearing is to hear evidence for or against a budget amendment to the 2022-2023 budget, reconciling overdrawn line items.

Mayor Hyman closed the Regular Session and opened the Public Hearing at 6:10 p.m.

Mr. Terry Garner spoke in favor of his request to Council that his intentions are to split the lot into two lots and build two nice spec homes with the intentions of teachers or coaches living there.

No one spoke for or against the budget amendment to the 2022-2023 budget.

Mayor Hyman closed the Public Hearing and re-opened the Regular Session at 6:12 p.m.

### **Items to be Considered:**

2. Consider and Act upon approval of Ordinance 2023-06 request made by Terry & Amy Garner re-platting 819 Miller into two lots.

Motion made by Councilman Carrascosa, Seconded by Councilwoman Keys.

Voting Yea: Mayor Pro Tem Huddleston, Councilman Cason, Councilwoman Keys, Councilwoman Bailey, Councilman Carrascosa

3. Consider and act upon approval of Ordinance 2023-32 amendment to 2022-2023 budget.

Motion made by Mayor Pro Tem Huddleston, Seconded by Councilwoman Keys.

Voting Yea: Mayor Pro Tem Huddleston, Councilman Cason, Councilwoman Keys, Councilwoman Bailey, Councilman Carrascosa

4. Consider and act upon approval of Interlocal Agreement with Franklin County on city roadways.

Motion made by Mayor Pro Tem Huddleston, Seconded by Councilwoman Bailey.

Voting Yea: Mayor Pro Tem Huddleston, Councilman Cason, Councilwoman Keys, Councilwoman Bailey, Councilman Carrascosa

5. Consider and act upon approval of awarding SGL Utility Contractors the low base bid for Carthel and Arrington Street water and waste water improvements.

Motion made by Councilwoman Bailey, Seconded by Councilman Cason.

Voting Yea: Mayor Pro Tem Huddleston, Councilman Cason, Councilwoman Keys, Councilwoman Bailey, Councilman Carrascosa

6. Consider and act upon casting votes for Franklin County Appraisal District Board.

Motion made by Mayor Pro Tem Huddleston to give 40 votes to Roger Gekiere, Austin Puryear, Ralph Robertson, Chad Wooten and to give Mike Rambin 41 votes, Seconded by Councilwoman Bailey.  
 Voting Yea: Mayor Pro Tem Huddleston, Councilman Cason, Councilwoman Keys, Councilwoman Bailey, Councilman Carrascosa

### **Discussion Items and Mayor/Council/City Administrator Reports**

KSA - TWDB Development (D)Fund  
 Mobile Food Ordinance  
 Special Meeting 11/27/2023 and 12/11/2023 meeting  
 Infrastructure, Streets, Parks, Grants (Admin)

Mayor Hyman stated food safety cannot be compromised above all things, the ordinance will be amended to include availability of restrooms and hand washing stations. Administrator Lindholm stated the ordinance has been in effect for 180 days and it is time to re-evaluate. He suggested a committee to accomplish this. Mayor Hyman appointed Rebecca Bailey, Martin Carrascosa, himself, Administrator Lindholm, City Secretary Lovier, Bobby Berger and Keith Barnes to meet Monday November 20, 2023, 3:00 to 5:00 p.m. to make a recommendation back to Council at the November 17, 2023 meeting.

Brittany Smith with KSA Engineers spoke to Council regarding the TWDB (D)evelopment Fund. There is a December deadline to file the application. This loan can be used for engineering services, construction or a combination of both. The interest rate for 20 years is 3.9% and 30 year would be 4.38%, these rates are always changing though. We will know if we have received funding in the summer of 2024. Engineering plans could be done within six months then the project would start. We can apply for the revolving fund again by March, 2024 as well.

Administrator Lindholm advised there will be a Special Meeting scheduled 11/27/2023 with an EDC Workshop for the purpose of approving MHS Planning and Design Strategic Plan and presentation by SAFEBuilt for plan review, building inspection and code enforcement. He further reported he doesn't see a need to have the December 11, 2023 scheduled meeting unless something unforeseen arises. He showed pictures of the City dam after clearing had been completed.

### **Presiding Officer to Adjourn the City Council Meeting**

Motion made by Mayor Pro Tem Huddleston at 7:00 p.m. to close the meeting, Seconded by Councilman Cason.  
 Voting Yea: Mayor Pro Tem Huddleston, Councilman Cason, Councilwoman Keys, Councilwoman Bailey, Councilman Carrascosa

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**Brad Hyman – Mayor**

**ATTEST:**

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**Kathy Lovier – City Secretary**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF MOUNT VERNON, TEXAS  
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Mount Vernon, Texas, (“Municipality”) and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

**RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

#### 11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

#### 12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any



incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

### 13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

<p>If to Municipality:          Craig Lindholm, City Administrator          City of Mount Vernon          PO Box 597          Mount Vernon, TX 75457          Email: <a href="mailto:clindholm@comvtx.com">clindholm@comvtx.com</a></p>	<p>If to Consultant:          Joe DeRosa, CRO          SAFEbuilt, LLC          444 N. Cleveland, Suite 444          Loveland, CO 80537          Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a></p>
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24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

30. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

31. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

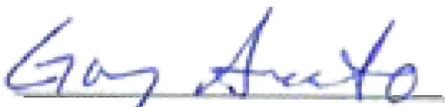
35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO  
SAFEbuilt Texas, LLC

October 31, 2023

Date

\_\_\_\_\_  
Signature

City of Mount Vernon, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

City of Mount Vernon, Texas

**EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE**

1. FEE SCHEDULE

- 1.1. Beginning 24 months after the execution of this Agreement, and annually thereafter, the flat rates and lump sum rates listed shall be increased by 4.5% or based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4.5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- 1.2. Consultant fees for Services provided pursuant to this Agreement are on an **as-requested basis by the Municipality** and will be as follows:

2. CODE REFERENCE

- 2.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality’s locally adopted codes and amendments to those locally adopted codes and the International Code Council (ICC) series of I-Codes including the International Building Code, International Residential Code and all other ICC series of I-Codes adopted by the Municipality, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

3. PLAN REVIEW – RESIDENTIAL / FIRE / COMMERCIAL

- 3.1. Plan Review for residential projects shall be performed within five (5) days of notification by the Municipality, while fire and commercial projects shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by the Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.
- 3.2. Plan Review services are invoiced 100% of the listed fee at the time of plan review completion.

<b>Residential Plan Review - Projects (based on flat fees)</b>	
Residential Single-Family Home (New, Addition, or Model)	\$ 175 per plan review
Residential Miscellaneous (Remodel, duplicate of Model previously reviewed or other plan review)	\$ 125 per plan review
<b>Fire Plan Review - Projects (based on valuation of system)</b>	
\$1 to \$6,250	\$190
\$6,251 to \$250,000	\$ 230
\$250,001 to \$500,000	\$ 310
\$500,001 to \$1,000,000	\$ 440
\$1,000,001 to \$3,000,000	\$ 620
\$3,000,001 and up	\$1,940 plus \$0.10 for each additional \$1,000

<b>Fire Plan Review - Additional Service (based on flat fees)</b>	
Life Safety Plan Review	\$ 125
Underground Fire Code Plan Review	\$ 275
<b>Commercial Plan Review - Projects (based on building valuation)</b>	
\$1 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.78 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.78 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,097.78 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,907.78 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof

4. **INSPECTIONS – RESIDENTIAL / COMMERCIAL / FIRE / HEALTH**

4.1. Inspections requested by Municipality before 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Municipality, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality.

4.2. Residential and Commercial Inspection services will be provided on a per stop basis fee as detailed below. A stop is defined as all inspections being done at a single address during that timeframe. For example, if plumbing rough, electrical rough and mechanical rough are called for at a single address same day, it will be billed as a single stop.

4.3. Inspection Services when less than \$50,000 will be invoiced 100% at the completion of the first inspection performed for that service. Inspection Services beyond \$50,000 will be invoiced on a percentage basis evenly spread across the duration of the construction schedule.

<b>Residential &amp; Commercial Inspections (based on per stop)</b>	
Residential	\$ 70 per stop
Commercial & Multi-Family	\$ 85 per stop
<b>Fire Code Project Inspections (based on valuation of system)</b>	
\$1 to \$6,250	\$ 285
\$6,251 to \$250,000	\$ 345
\$250,001 to \$500,000	\$ 465
\$500,001 to \$1,000,000	\$ 660
\$1,000,001 to \$3,000,000	\$ 930
\$3,000,001 and up	\$2,910 plus \$0.15 for each additional \$1,000

<b>Fire Code Additional Service Inspections (based on flat fees)</b>	
Fire Certificate of Occupancy Inspection	\$ 125 per hour (1-hour minimum)
Annual Fire Inspection (Day Care, Foster Home, Commercial, Multi-Family)	\$ 125
Annual Fire Inspection (Nursing Home, Assisted Living, School)	\$ 250
Underground Fire Code Inspection	\$ 400
Fire Code Re-Inspection	\$ 150
<b>Health Code Service Inspections (based on flat fees)</b>	
Health Certificate of Occupancy Final / Annual Food Establishment / Mobile Food / Seasonal Vendor / Re-Inspections	\$ 125
Temporary Event Inspection (per permit)	\$ 95
Annual Public Pool Inspection	\$ 195
Complaint Investigation (per complaint / per hour)	\$ 125 per hour (1-hour minimum)

5. HOURLY RATES – PERSONNEL SPECIFIC SERVICES

- 5.1. Consultant may provide Municipality with a qualified Permit Technician, Code Enforcement Officer, Building Official, City Planner, Floodplain Reviewer, Fire Marshal, Sanitarian (Health), Sub-Standard Building Inspector, Senior City Planner or Civil Engineer to perform duties as requested.
- 5.2. Assist the Building Department in implementing procedures to make the building department more effective, advise and assist with engineering reviews, zoning ordinance review and edits, project management, code adoption or other services as requested. Consultant staff shall make a diligent effort to recommend and implement agreed upon improvements.
- 5.3. Municipality from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. Even when Consultant is performing Building Official responsibilities for the Municipality, the final interpretive authority rests with the Municipality.
- 5.4. Consultant’s Code Enforcement services typically includes investigations into a reported issue, attendance at council meetings for specific discussion, attendance at meetings to discuss known issue coming before municipality, attendance for representation of issue going before the municipal court, and assistance in code writing for issue prevention or enforcement process. Even when Consultant is performing duties as the Code Enforcement Officer for the Municipality, the final interpretive authority rests with the Municipality. For this service all time worked, whether in the field performing inspections, in the office completing paperwork, or any other time spent related to the Code Enforcement service, will be billed on an hourly basis per fee schedule below.



- 5.5. When Consultant’s Code Enforcement service is specific to inspections of a Sub-Standard Building, the Consultant may include a Building Official as part of the Code Enforcement Service team. Estimated hours of involvement for this second team member can be discussed with the Municipality prior to the start of the requested substandard building inspection. The service performed by the Building Official in support of a substandard building inspection will be billed on an hourly basis per the fee schedule below.
- 5.6. Floodplain Review Services includes assisting with the Municipality floodplain oversight program. Typically, this service includes review of elevation certificate, assist with floodplain documentation required prior to Certificate of Occupancy, and assess Municipality current floodplain review practices and ordinance. For this service all time worked is on an hourly basis per fee schedule below.
- 5.7. Fire Marshal and Sanitarian (Health) Services beyond those specific tasks defined in table above are performed at an hourly rate with a 1-hour minimum charge.
- 5.8. These services detailed shall be performed at an hourly rate and provided only **at the direct request of the Municipality** for a fee as detailed below.
- 5.9. Hourly Rate services will be invoiced at the end of each month based on the hours worked that month.

<b>Professional Services (based on hourly rates)</b>	
Permit Tech Services	\$ 60 per hour
Code Enforcement Officer	\$ 85 per hour
Building Official / City Planner / Floodplain Review Services	\$ 105 per hour
Fire Marshal / Sanitarian (Health) / Sub-Standard Building Services	\$ 125 per hour
Senior City Planner	\$ 150 per hour
Civil Engineer	\$ 250 per hour

**EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE**

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
  
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
  - ✓ Municipal technology point of contact information including name, title, email and phone number
  - ✓ List of technology services, devices and software that the Municipality will provide may include:
    - Client network access
    - Internet access
    - Proprietary or commercial software and access
    - Computer workstations/laptops
    - Mobile devices
    - Printers/printing services
    - Data access
    - List of reports and outputs

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DRAFT 11.13.23

Item 3.



# Mount Vernon Corridor Strategic Plan



**Acknowledgements**

MHS Planning & Design, LLC would like to thank the following leaders and volunteers for their input in the development of this plan. A special thanks to invested citizens, the Franklin County Industrial Foundation, Economic Development Corporation, and City Staff for their participation and input during the planning process.

**City of Mount Vernon City Council**

- Brad Hyman, Mayor
- Mark Huddleston, Mayor Pro Tem
- Rebecca Bailey, Council Person
- Harold Cason, Council Person
- Mary Keys, Council Person
- Martin Carrascosa, Council Person

**City of Mount Vernon Economic Development Corporation**

- Mark Sachse, President
- Roger Gekiere, Vice President
- Jeff Byrnes
- Kevin Anthony
- Jack Carlson
- G.W. Sharp
- Julia Munoz

**Franklin County Industrial Foundation:**

- Frankie Cooper, Director
- Tracey Reed, Director
- Len Lowry, Director
- Landon Ramsay, Director
- Bob McFarland, Director
- Jennifer Harland, Director
- Jack Carlson, Director
- Jerry Hubbell, Director
- Jeff Byrnes, Director
- Ryan Morris, Director
- Stan Lowry, Director
- Gail Reed, Director
- Scott Lee, County Judge
- Dr. Jason McCullough, S, Mount Vernon ISD
- Craig Lindholm, City Manager
- Theresa Brown, President, Chamber
- Dana Reeves, Manager, Water District

# Mount Vernon Corridor Strategic Plan



**Mount Vernon Contact:**

Craig Lindholm, City Administrator  
109 N Kaufman Street  
Mount Vernon, TX 75457  
Office: 903.537.2252



**MHS Planning & Design Team:**

Hunter Rush, Senior Planner & Partner  
John Waltz, Planner  
Zach Clark, Planner  
Jonathan Povoski, Graphic Designer  
212 W 9th Street  
Tyler, TX 75703  
Office: 903.597.6606

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## EXECUTIVE SUMMARY

The City of Mount Vernon partnered with MHS Planning & Design (MHS) in 2023 to perform an analysis of the city’s northern and southern corridors and make recommendations for future growth. The Executive Summary is intended to briefly explain the process utilized to identify existing conditions, determine the needs of the city, and create a road map to develop a strategic plan that meets the desires of the residents and community leaders. This plan shall serve as a guide for how the City of Mount Vernon can best develop in specific growth areas over the next five years.

The time is now for the Mount Vernon community to cast a vision for the corridors that will positively affect the culture of the area. The city is in an ideal position for local leaders to make decisions that can lead to a well-rounded community as more people are choosing to live here. This is important for current and future residents of the City of Mount Vernon.

Mount Vernon is located along Interstate 30 between Dallas (70 miles west) and Texarkana (70 miles east). It is important to note that the nearby Dallas-Fort Worth (DFW) metroplex is rapidly growing. This growth can bring new residents and visitors to the community that are accustomed to amenities found in larger urban areas. In addition to the DFW population growth, the City of Texarkana

is making changes which can attract new residents. The effects of these changes can spill over into Mount Vernon. As Mount Vernon experiences this spillover growth and continues to develop, the physical and cultural infrastructure will need to be updated. Investment into civic, office, and commercial amenities should be a priority to the city as accessibility to parks and various retail and restaurant options enhance the quality of life for the community. The investment in the physical infrastructure will provide the city with the capacity for growth.

The Strategic Planning process requires an understanding of the existing physical, social, and economic conditions of the area to make recommendations. Throughout the process, there were meetings with stakeholders, the Franklin County Industrial Board, the Mount Vernon Economic Development Corporation (EDC), and city staff to understand various perspectives of the strengths, weaknesses, opportunities, and threats of Mount Vernon. It is apparent that the City of Mount Vernon has many strengths, like its historic charm, lively downtown, and tight-knit community. The city also has the opportunity to prepare for future residential and commercial development. It is important to note that the

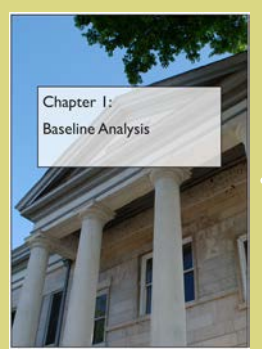
city should address existing weaknesses related to downtown development and land use planning. It is recommended that the city increase the number and types of jobs and housing, develop an upper education pipeline, improve healthcare access, adopt and update land use and road design policies, enhance gateways, and utilize a TIF district to develop a live-work-play neighborhood.

To better understand the needs of the community and stakeholders, a full day was spent with discussions between local residents and community leaders. To continue tracking the progress of the Implementation Schedule and ensure the goals conform to the Strategic Plan, the City of Mount Vernon should review and modify this plan as necessary at a minimum of five years.

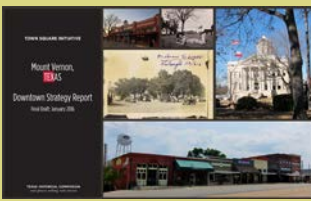


***THERE IS AN OPPORTUNITY FOR ORGANIZATIONS TO COLLABORATE AND GROW MARKETS AROUND THE EXISTING AMENITIES AND NATURAL ASSETS.***

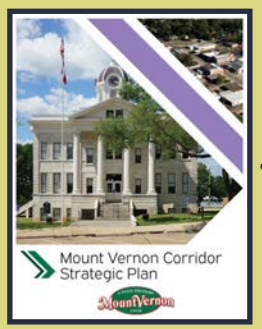
# MOUNT VERNON'S PLAN HIEARCHY



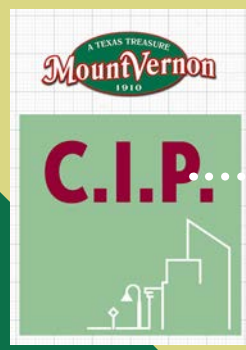
The **2010 Comprehensive Plan** is a document which purpose is to proactively address future socioeconomic changes and development by considering the interconnected influences of land use, housing, economy, environment, etc.



The **2016 Downtown Strategy Report** describes the strategic prioritization of historic preservation to spur redevelopment projects in the Square.



The **2023 Strategic Plan** describes analysis of the public's goals and objectives from previous plans in relation to the potential developable acreage around the Interstate 30/ Highway 37 corridors.



The **Capital Improvements Plan** describes the location, schedule and financing of capital improvements as budgeted by the city. These improvements can include emergency services, Public Works projects, and Parks and Recreation areas.



The City of Mount Vernon is included in the **Franklin County Annual Financial Report**. The audit report describes the municipality's financial health in relation to revenue and debt incurred from the previous fiscal year.

## PURPOSE OF THE PLAN

A strategic plan is a document adopted by City Council that serves as a guide on how to best develop the community. These plans are typically more focused compared to a Comprehensive Plan on certain topics, like a community's goals and objectives or a specified area of a city. Building on previous plans' data, the Mount Vernon Strategic Plan envisions a community where all people can call it home, a flourishing downtown that encourages residential, commercial, and recreational activity, and a healthy place that incorporates the three E's of sustainability: Economic, Equity, and Environmental.

everyone. If a city only operates on a year-to-year management strategy, the rapid population growth or rapid population loss can strain municipal services and the quality of life for all citizens, leading to spikes in traffic congestion, crime, or shuttered businesses.

It is crucial for Mount Vernon to anticipate spillover growth from the development boom happening in the Dallas-Fort Worth (DFW) metropolitan area. DFW is expected to be the fifth fastest growing large metro area in the country by 2028. Typically, as growth occurs in an urbanized area, populations migrate to the outer suburbs, along major corridors, and around natural features such as lakes. While growth is occurring all around DFW, notable concentrations are happening to the north

Urban economic theory suggests that any city, town, or village is either growing or shrinking - nothing remains stagnant. Influenced by economic and social factors like job opportunities and housing prices, populations constantly move to and throughout cities and regions. As businesses grow and houses are purchased, there are companies, developers, and investors who become increasingly interested and involved in building neighborhoods, offices, and storefronts - all which utilize a city's infrastructure. In anticipation or response, a city should collaborate with and understand the needs of its citizens, study demographic trends, and implement best planning practices. This data-in-action leads to a proactive plan that encourages incremental growth, a minimized cost burden, and a stable living standard for

### DATA-DRIVEN DECISIONS EFFICIENTLY LEVERAGE ECONOMIC INCENTIVES.

and the east around Interstate 30. This increase in population and development is anticipated to continue, and the impact will most likely be felt in the surrounding communities.

As Mount Vernon is located near Texarkana, it is important to be aware of this community's development. Although Texarkana is not currently experiencing an increase in population, the city is actively making improvements which could spur new population growth. In

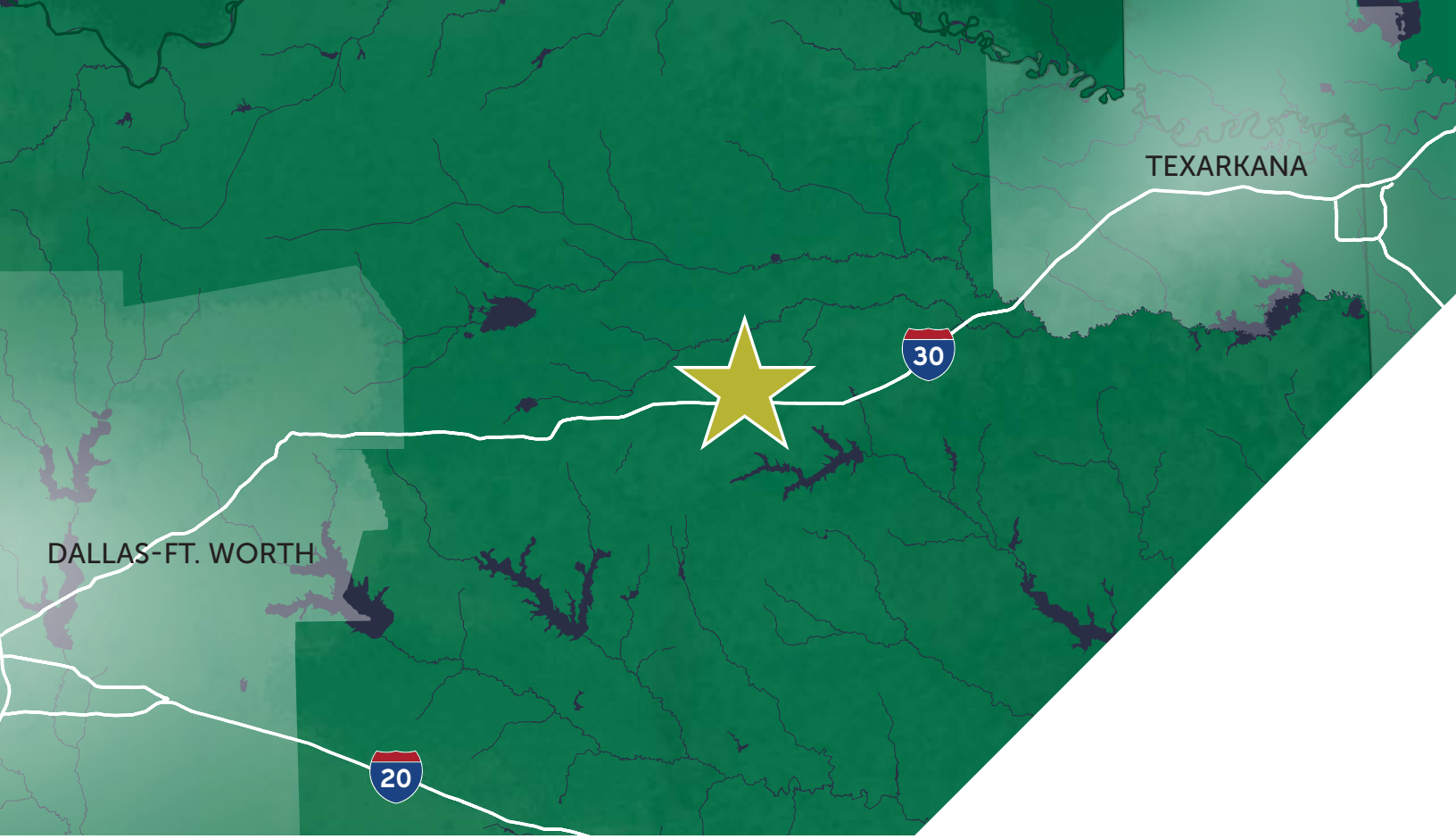


Figure 1: Major metro areas to the east and west of Mount Vernon

November 2022, the residents voted to approve a \$189 million bond package that will go towards improving the Texarkana independent school district (ISD) system. In addition to this approved bond, the Texarkana public transit system (the T-Line) is likely to be improved. The Texas Transportation Commission (TTC) provided nearly \$70 million in additional funding to transit providers throughout Texas in 2022. This funding can be used to improve public transit systems, including the purchase of new vehicles, construction of new facilities, and expanding service areas. While Texarkana will not receive all the TTC funding, some of the funding can be distributed, which can improve the community's transportation system. With the new funding opportunities and commitments set to enhance Texarkana,

there is an assumption that growth will follow. Mount Vernon may experience some of the spillover growth and see an increase in the number of visitors that travel to the community.

The major roadways in Mount Vernon are Interstate 30, Highway 67 & 37. TxDOT is continuously updating Texas roadways, and there have been discussion for improvements like lane widening, landscaping, and safety enhancements to I-30. Major roadway expansions are proposed to help meet the anticipated transportation needs that will arise from the rapid growth in personal vehicles and commercial freight.

Strategic planning helps municipalities and organizations like the Franklin County

Industrial Board and the Mount Vernon Economic Development Corporation, who can capitalize on infrastructure investments by making data-driven decisions and leveraging their economic incentives to help start and grow local industries and businesses. Popular tax mechanisms like the Tax Increment Financing (TIF) District and Hotel Occupancy Tax (HOT) can be utilized to secure funding for infrastructure and business support. Planned mixed-use neighborhoods utilizing a 'live-work-play' design with housing, boutiques, offices, and pedestrian-friendly amenities become a focal point for residents and a tourist destination for the region. These developments have efficient land use

and utility usage, minimizing the cost burden on the taxpayer while meeting the community's various needs.

As a result of the steady growth rate in Mount Vernon along with the nearby presence of the DFW metroplex and Texarkana, it is crucial for the City of Mount Vernon to conduct a Strategic Plan to aim for a healthy and prosperous future. This Strategic Plan incorporates best development practices and research to the benefit of each citizen. With this plan, decision makers can help steer development in an optimized and efficient manner.

Mount Vernon's main street square has a clean, updated streetscape serving stylish storefronts.







## MISSION STATEMENT

*“Striving to create a unique identity for residents and visitors and installing a strong sense of community.”*



## VISION STATEMENT

*“To create a community for all by ensuring the needs of all residents and visitors are met and providing safe access to promote healthy lifestyles.”*

## MOTTO

*“Preserving the Past, Embracing the Future.”*

## GOALS AND OBJECTIVES

This Strategic Plan is intended to build on the City’s goals & objectives derived from previous plans. The plan implements best land use practices and theory for the north and south corridors around Interstate 30 and City Lake. The purpose

of this Strategic Plan is to prepare for the growth of Mount Vernon, specifically in the northern and southern corridors, while promoting the health, safety, and welfare of the citizens.



*Tour de Cypress has been biking through town over 20 years.*

### Goal #1: Ensure there is sufficient housing for the community.

- Objective 1.1:* Create environments that allow for a variety of housing to be developed.
- Objective 1.2:* Ensure housing types are compatible with current and future land uses.
- Objective 1.3:* Create opportunities that encourage aging in place.
- Objective 1.4:* Promote homeownership.

### Goal #2: Establish a unique sense of identity and provide a high quality-of-life for the community.

- Objective 2.1:* Promote pedestrian-oriented development that will encourage alternative transportation options ensuring pedestrians can safely walk to commercial and recreational facilities.
- Objective 2.2:* Implement design standards to create a cohesive community.
- Objective 2.3:* Ensure recreational needs of the community are being met.
- Objective 2.4:* Establish methods to increase civic pride.
- Objective 2.5:* Provide programming opportunities for all members of the community, regardless of age or ability.

### Goal #3: Promote Mount Vernon’s assets toward the greater region to increase awareness and stimulate the local economy.

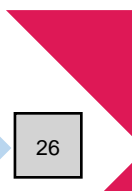
- Objective 3.1:* Enhance principal gateways & interstate exits with cohesive branding and scenery.
- Objective 3.2:* Explore partnerships with other organizational entities to develop unique points of interest.
- Objective 3.3:* Establish methods for historic preservation.
- Objective 3.4:* Enhance and promote downtown Mount Vernon.

### Goal #4: Ensure Mount Vernon has a healthy and resilient business climate.

- Objective 4.1:* Pursue and encourage business creation and retention, especially local entities.
- Objective 4.2:* Ensure a diversified tax base through a balance of land uses.
- Objective 4.3:* Continue to develop higher education access.
- Objective 4.4:* Continue to leverage economic incentive packages.

### Goal #5: Ensure the provision of a balanced park and open space system for the enjoyment of all Mount Vernon residents and visitors.

- Objective 5.1:* Provide diverse options for active and passive recreational opportunities for all, regardless of age or ability.
- Objective 5.2:* Encourage the distribution of parkland to assist with meeting National goals of having all residents within a 10-minute walk to a park.
- Objective 5.3:* Develop a maintenance program which will address maintenance schedules, park equipment, replacement funds, and maintenance for additional parks as they come online.
- Objective 5.4:* Ensure that all park facilities meet the most current safety guidelines and accessibility standards.
- Objective 5.5:* Develop trail systems along creeks, floodways, and utility easements that will link public and private recreational facilities, neighborhoods, and school campuses.
- Objective 5.6:* Identify, protect, and preserve quality natural open spaces for unstructured recreational activities, inherent aesthetic value, and protection of valuable ecosystems.





*The historic Henry Clay Thruston House sits next to the Bankhead Highway Visitors Center and Dupree Park & Nature Preserve.*

## HISTORY

Mount Vernon, a town in Northeast Texas, has a history dating back to the mid-19th century. Known for its hospitality, unique charm, and historical character, Mount Vernon is a blend of the old and the new, where traditional values coincide with modern amenities.

The area where Mount Vernon is currently located was originally inhabited by the Caddo Indians. European settlers, primarily from Southern states, began arriving in the 1840s, attracted by the promise of fertile soil for cotton farming and the lure of vast, untamed wilderness. The town, first named “Lone Star” in 1848, changed its name to Mount Vernon in 1875. The City was allegedly named Lone Star based on George Washington’s Virginia estate, reflecting the settlers’ hopes and aspirations.

The town experienced significant growth after the railroad arrived in 1875. This infrastructure not only made the region more accessible but also facilitated commerce. Mount Vernon quickly evolved into a bustling agricultural hub, with cotton and corn being the primary crops. The presence of the railroad attracted businesses and sparked a boom in the local economy.

The turn of the 20th century brought further developments to the town. Mount Vernon became the county seat of Franklin County in 1912. This designation bolstered the community’s status and prosperity. Around the same time,

the town’s agricultural focus gradually diversified, with dairy farming and ranching becoming prominent.

Mount Vernon endured the hardships of the Great Depression in the 1930s, however, federal relief programs and community resilience helped the town weather this difficult period. Post-World War II, the town benefited from broader economic growth in Texas, diversifying into a variety of industries including manufacturing, retail, and services. Interstate 30 was completed in 1957, connecting several towns across East Texas to the route between DFW and Texarkana, which further bolstered the area’s industries. In the latter part of the 20th century, Mount Vernon began leveraging its rich historical heritage to promote tourism. The town is home to numerous historical landmarks, including the Franklin County Courthouse, which was built in 1912, and the Bankhead Highway Visitor Center, which showcases the history of one of America’s first transcontinental highways.

Although Mount Vernon’s story is deeply rooted in the past, it continues to evolve and grow, welcoming new generations while honoring its rich and diverse history. It is this mixture of heritage, hospitality, and heart that makes Mount Vernon, Texas, a unique and cherished part of American history. The town’s motto, “Preserving the Past, Embracing the Future”, accurately captures its spirit, embodying the town’s steadfast commitment to progress while honoring its past.



## DEMOGRAPHICS

It is crucial for a strategic plan to have an overall analysis of the community. Online resources (including the Decennial Census and the American Community Survey) were utilized to assess and understand Mount Vernon’s demographics. The Decennial Census is conducted every ten years and is a comprehensive analysis of the demographics of the United States. The American Community Survey is an annual study that “fills in the gaps” between each census, and it uses a sample size to estimate an area’s demographics. Both of these surveys are conducted by the Census Bureau; however, the significant differences are the time period for when the study is conducted and the level of detail the survey covers.

The City of Mount Vernon has been continuously growing over the past several decades. The 2020 Decennial Census recorded a total population of

2,780 people. This population grew 4.5% between 2010 and 2020, which is faster than Franklin County in the same time period (-2.3%). This is important to note as even though Franklin County experienced a decrease in population, Mount Vernon is continuing to grow.

Overall, Mount Vernon is a young community, with a median age of 33.5 years old. The median age for Mount Vernon is younger than Texas (34.8 years), and Franklin County (42.4 years). The younger age of this community is important to note as younger communities generally have different needs and lifestyles than older communities. Historically, it has been researched that younger generations are more likely to live in urban areas rather than suburban areas. This is important to be aware of as urban areas typically provide environments where residents can live, work, and play, including

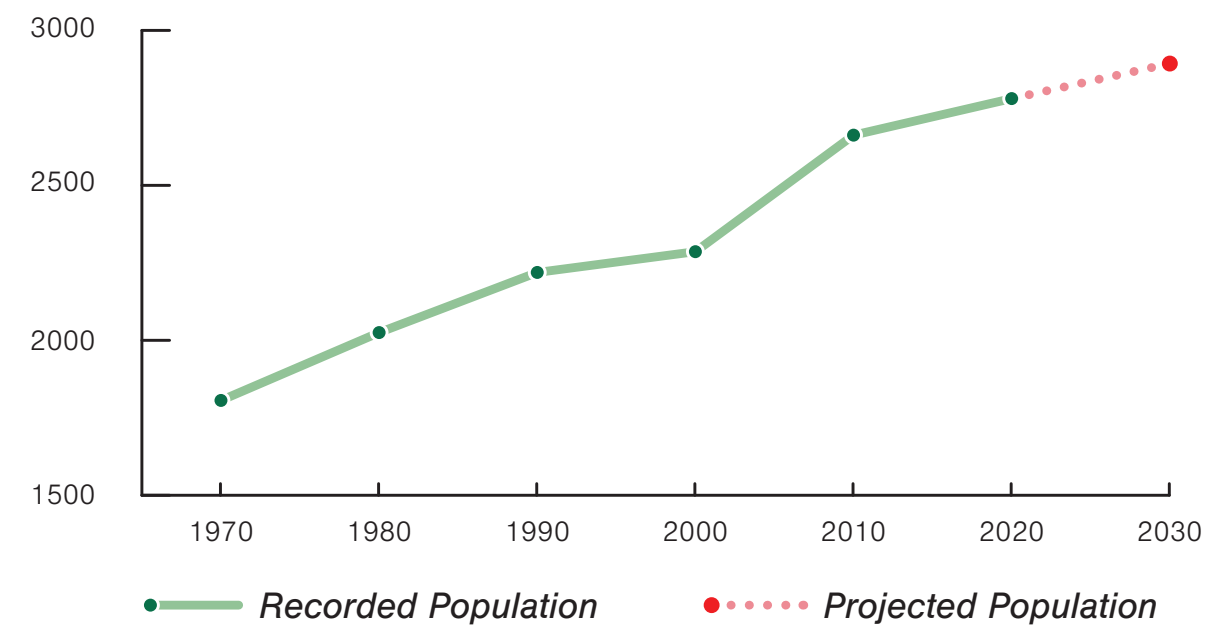


Figure 2: Recorded and projected population growth of Mount Vernon



(Above) The Chophouse is one of the excellent restaurants on the Square created during a season of redevelopment.

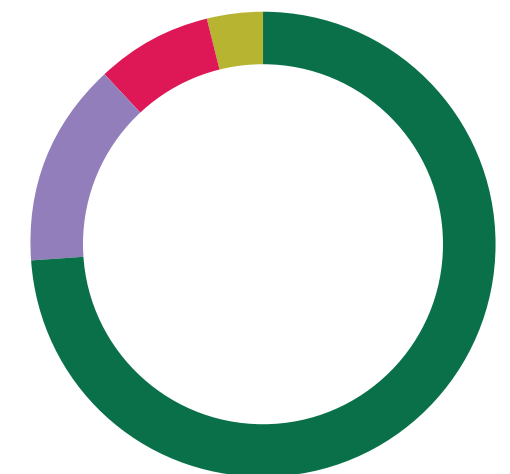
(Below) Architecture firm Gensler's render of a new 'urban burb' development in Plano shows invested effort to retrofit a mainstreet to combat DFW's urban sprawl.



concepts such as walkable communities and mixed-use areas. In recent years, it has been observed that while a higher proportion of millennials are living in urban areas, there has been an increase in the number of millennials moving outside of the city center. Millennials have been moving to what is known as "urban burbs." Urban burbs have facilities and amenities typically found in city centers, such as offices, grocery stores, restaurants, and parks all within walking distance to residences. This is important to note because while the DFW area may be expanding, more people will be choosing to live outside of the city - a growing demand that Mount Vernon could experience. Although this trend has been observed among the younger generation, this type of development also suits the older demographics. Market demand could shift to encourage developments that incorporate low maintenance housing within walking distance to a shopping area, restaurant, park, medical facility, pharmacy, etc.

responses were recorded that identified solely as American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander. The classification of races identified above separates race from the concept of ethnicity. This is important to note as people of Hispanic ethnicity can identify as any of the above races. Of the 2,780 recorded people in the 2020 Census, 20% identify as being of Hispanic origin.

The median household income for Mount Vernon has been significantly increasing. In 2020 the recorded median household income was \$56,016. While this number is still lower than the median household income of Franklin County (\$59,632) and



<span style="color: green;">■</span> White (74%)	<span style="color: purple;">■</span> Black or African American (14%)
<span style="color: red;">■</span> Two or More Races (8%)	<span style="color: yellow;">■</span> Some Other Race (4%)

Figure 3: Racial breakdown of Mount Vernon's population

The Census Bureau classifies race according to the U.S. Office of Management (OMB). This classification breaks race down into six categories: White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, and Some Other Race. The population of Mount Vernon predominately identifies as White (74%), then Black or African American (14%) followed by Two or More Races (8%). No

# Economic Snapshot



- Health Care & Social Assistance (18.4%)
- Manufacturing (12.5%)
- Construction (10.5%)
- Educational Services (10.1%)
- Retail Trade (9.72%)
- Finance & Insurance (7.35%)
- Public Administration (7.12%)
- Other Services, Except Public Administration (6.2%)
- Administrative & Support & Waste Mngt Svcs (5.2%)
- Accommodation & Food Services (2.83%)
- Transportation & Warehousing (2.6%)
- Agriculture, Forestry, Fishing, & Hunting (2.3%)
- Wholesale Trade (1.91%)
- Utilities (0.918%)

## Health Care & Social Assistance

People in Workforce	240
Workforce Growth	33.3% ▲
Median Earnings	\$91,368
Median Earnings Growth	-9.38% ▼

## Manufacturing

People in Workforce	164
Workforce Growth	-19.6% ▼
Median Earnings	\$41,710
Median Earnings Growth	-0.724% ▼

## Construction

People in Workforce	137
Workforce Growth	23.4% ▲
Median Earnings	\$33,583
Median Earnings Growth	-15.3% ▼

## Educational Services

People in Workforce	132
Workforce Growth	5.6% ▲
Median Earnings	\$48,722
Median Earnings Growth	-0.693% ▼

*Growth is between 2020 and 2021*

**Public Administration & Transportation, Warehousing, & Utilities were among the highest paying industries.**

Texas (\$67,321), Mount Vernon could catch up quickly to the County and State with strategic plans in place based on the proposed growth.

The City of Mount Vernon is a community where the majority (68%) of residents own the home they live in. This is in line with State (62%) and National (64%) trends, but it is significantly lower than homeownership rates in Franklin County (83%). This is important to note as not everyone may be able to afford or desire to own their own home. Having a variety of housing options such as single-family, multi-family, and middle housing (duplexes, townhouses, courtyard buildings, etc.) can ensure all community members can have their housing needs met.

The employment sector in Mount Vernon is fairly diverse. This community consists of white-collar and blue-collar industries. There is not one specific industry that has a majority of the population employed, however there are a few sectors that are more predominate than others. The three largest industries include: Manufacturing (16%), Retail Trade (14%), and Healthcare & Social Assistance (14%). The breakdown of the employment industry is important as it can be used to determine how to best economically develop the community. There are generalist communities which offer a wide variety of employment opportunities, and then there are specialized communities which have a small variety of industries driving the local economy. Currently, Mount Vernon resembles a generalist community.

**INDUSTRY IS THE TYPE OF ACTIVITY AT A PERSON'S WORKPLACE; OCCUPATION IS THE KIND OF WORK A PERSON DOES TO EARN A LIVING.**

The job occupations were analyzed to determine how people in Mount Vernon were employed. The most common job occupations include Production, Construction, Healthcare, Education, and Office Administration. This information reinforces the idea that Mount Vernon consists of white-collar and blue-collar workers.

# STAKEHOLDER ENGAGEMENT



Contextual image caption

MHS met with the Franklin County Industrial Foundation board multiple times throughout the development of this strategic plan. An initial kick-off meeting was conducted on June 1, 2023. This meeting laid out the foundation of the strategic plan, generated enthusiasm for members in the community, ensured all members understood the purpose and scope, and outlined the steps necessary to complete this plan. Stakeholder interviews were performed on July 7 at City Hall with key stakeholders and various on-line interviews following that date. The general audience of the stakeholder meetings consisted of community leaders, business owners, realtors, educators, and retirees.

The significant discussions at the stakeholder meetings and the data gathered at the site visits provided an understanding of the present conditions of the city along with short-term and long-term needs and desires. The public input was studied through a needs analysis which identified the community's strengths, weaknesses, opportunities, and threats (SWOT). The needs analysis was considered alongside national best planning practices to develop the Strategic Plan's planning analysis, recommendations and implementation schedule chapters.

Public input envisions the city becoming a vibrant, modern, and rural bedroom community to the DFW metropolitan area while maintaining historical values and

local charm. The mentioned goals include providing recreational opportunities, especially for the younger population and retirees, maintain current citizen population base and increase working professional population, attract an anchor business to draw in regional and local shoppers, and market the Square as an event area for festivals, cook-offs, music in the park, etc. Citizens desire to maintain the community's identity of the Piney Woods, historic, and exceptional culinary experiences.

Current industries in Mount Vernon include distribution, food manufacturing, light industrial, healthcare, and welding. Another large employer is the Mount Vernon ISD and its affiliated schools. The stakeholders voiced an interest in growing the existing industries and increasing the number of IT jobs.

The stakeholders view Mount Vernon's proximity to Interstate-30 as a crucial catalyst for growth. The public consensus for the North Corridor is to enhance the I-30 gateway with a visually appealing, small scale commercial frontage that builds on the community's historical charm. Behind the commercial land would be residential neighborhoods consisting of a variety of housing types geared towards working professionals and retirees. These homes are desired to be primarily owner-occupied.

The public consensus for the South

Corridor is to focus planning on City Lake. The land use components discussed included a walkable low density residential development around the lake, commercial (including a hotel) along TX-37, and sports tourism facilities in the nearby open space. Enhancing the I-30 gateway with wayfinding signage to tie into the north corridor is also desired.

In addition to the desired land uses within the city's northern and southern corridors, the stakeholder and public input expressed a desire to include a retirement community. According to the discussion, people want to retire and have

## **A VARIETY OF HOUSING OPTIONS CAN MEET THE DIVERSE NEEDS OF RESIDENTS IN ANY SEASON OF LIFE.**

amenities associated with the community. These amenities include a clubhouse with recreational opportunities, restaurants, walking and biking trails, and other common social spaces that can facilitate community connection. Other preferred items include a gated garden home-style neighborhood with a Home Owner's Association. This neighborhood would allow for safe and slow travel with golf carts as a viable mode of transportation. While this land use helps achieve the objective of aging in place, most of these elements can be integrated into general neighborhood design.

# NEEDS ANALYSIS

The Needs Analysis is based on the stated desires from citizens, the Franklin County Industrial Foundation Board, the Mount Vernon EDC, city staff, current conditions, demographic data, and the consultant’s professional opinion. This Needs Analysis is the basis for the remainder of the Mount Vernon Strategic Plan, and the needs will influence and determine the priorities, recommendations, and implementation process. Through the Needs Analysis, staff can identify the strengths, weaknesses, opportunities, and threats of Mount Vernon.

## THERE IS AN OPPORTUNITY FOR ORGANIZATIONS TO COLLABORATE AND GROW MARKETS AROUND THE EXISTING AMENITIES AND NATURAL ASSETS.

Mount Vernon’s notable strengths include its education system, community pride, perception of safety, and proximity to regional amenities. Mount Vernon ISD historically scores higher than the region and state average across all subjects (Texas Education Agency), and it had an overall ‘A’ rating in the region in 2022. Citizens are proud of the “small-town feel,” they support local businesses, and they view the area as safe. A standout detail from field observations is the significant number of homes that have yard signs indicating the original homeowner and

date of construction. The community has direct access to major transportation and shipping corridors of Interstate 30 and Blackburn Railroad rail line. I-30 connects Dallas through Arkansas to major shipping airports like Memphis, TN (FedEx headquarters) and Nashville. Data from a recent traffic study reflects this dynamic, as over 50% of the 38,000 daily vehicle trips are classified as distribution while 50% are residential traffic. In comparison, I-20, which lies 50 miles south and connects Dallas to Louisiana and the majority of the Southeast US, consists of 30% distribution and 70% residential trips. It is important to note that I-30’s connection to major production and distribution points can be appealing to companies that create large product volume. Input also views Mount Vernon’s proximity to Lake Cypress, the Mount Pleasant Regional Airport, DFW and Texarkana as one of its greatest assets.

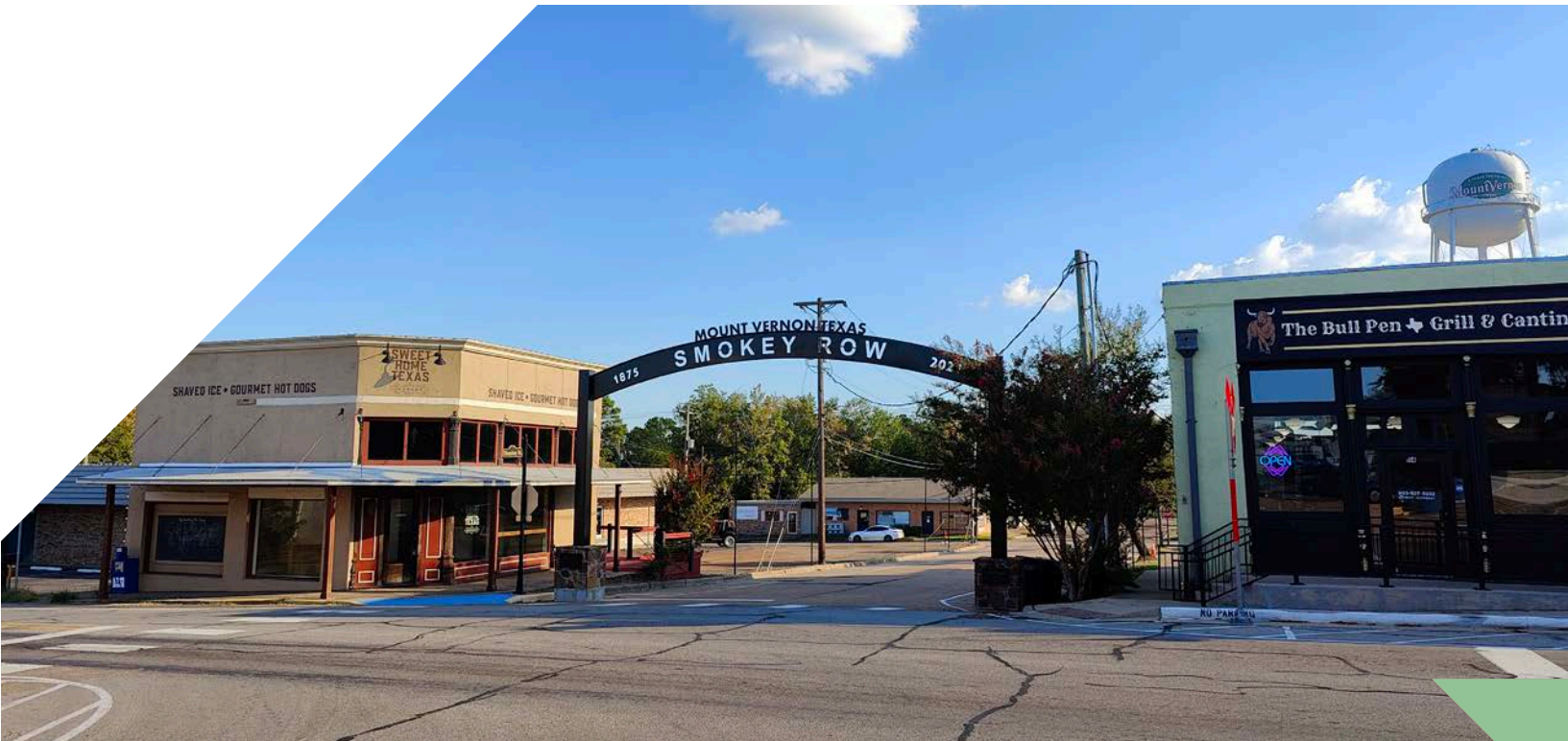
Mount Vernon’s weaknesses appear to be its underutilized interstate frontage, underutilized square, housing shortage, and limited visibility of amenities. Citizens commented the city lacks an attractive gateway or frontage that can draw traffic from I-30 to the Square. Assets like the Square and City Lake are farther from the major thoroughfare and not visible from other highways due to obstructions. While the Square has been greatly enhanced, it still lacks diverse and tax-

generating businesses. Civic events located at the Square are also lacking due to limited staffing and programming. Citizens do not think there is a strong and cohesive city-wide identity. The housing market is in a lull, partially due to high interest rates. Mount Vernon lacks starter homes, and existing properties are slightly more expensive compared to surrounding communities; homes valued at \$180,000 to \$250,000 are difficult to find. Housing demand outweighs supply, yet there are no evident signs of new housing being built. Outside of the Square and the historic neighborhoods, there is a shortage of charming amenities and buildings. The stakeholders perceive that the younger population are leaving and not later returning to the community,

which is commonly referred to as “Brain Drain.”

Public input believes the community’s opportunities are spurred by the potential residential, commercial, and industrial growth from interstate and rail access. Improvements to public infrastructure increase utility capacity for all types of development. Expansions to public infrastructure can attract new businesses and residents. It has been observed that the younger generations (millennials to generation alpha) prefer having amenities often found in urban areas. Expanding public infrastructure can create environments that allow these urban amenities to exist. There are opportunities to grow the rodeo, lake community, and

‘Smokey Row’ is both a wayfinding tool and a historical reference to the commercial area lost largely due to a fire.





# SWOT ANALYSIS

During the discussions, stakeholders were asked to evaluate their community. From these evaluations, the Strengths, Weaknesses, Opportunities, and Threats (SWOT) for the city were identified. It is important to identify the SWOT of a community so that development recommendations are rooted in community input and best industry practices. The following section summarizes the findings:

## ✓ STRENGTHS

- Education
- Community Pride
- Safety
- Proximity to Amenities

## ✓ WEAKNESSES

- Housing Stock
- Aesthetics
- Programming
- Visibility
- Medical Service Access
- Youth Leaving Town

## ✓ OPPORTUNITIES

- Untapped Infrastructure Capacity
- Transportation and Shipping Industries
- Organizational Collaboration
- Land Use
- Civic Programming
- Millennials / Gen Z

## ✓ THREATS

- Cultural Shifts
- Increased Cost of Living
- Construction Costs
- Zoning

Mainstreet markets through collaboration of various public and private organizations and sponsors.

The public expressed their desire for new developments to grow from the city's existing culture and not conflict with it. The community does not want future retail and restaurants to be too expensive and strain the current population's cost of living, yet they are also worried about being exposed to the mass development of fast food and big-box retailer chains due to lack of zoning protections. Other noted concerns were the unease regarding growth and increase in taxes, along with the already existing strained housing market.

Based on the SWOT analysis, the community needs consist of new developments, retained populations, enhanced branding, and updated programming. The city needs additional housing units at various price points for current and future residents. This necessitates increasing the number and payroll level of jobs. The city needs to adjust zoning, land use, and development policies to encourage incremental growth

and discourage sprawl. The city needs to enhance its civic infrastructure to retain its existing population and improve the quality of life for all citizens. The need to sustain the existing cost of living is vital. This need is not unique to Mount Vernon as many communities throughout the state have similar apprehensions. The purpose of the plan is to alleviate and strategically address these items through the recommendations.

**THE CITY NEEDS TO ENHANCE ITS CIVIC INFRASTRUCTURE TO IMPROVE THE QUALITY OF LIFE FOR ALL CITIZENS.**



## PLANNING ANALYSIS

The following Planning Analysis & Recommendations expand on the previous Needs Analysis and align with the Values, Goals, and Objectives stated in earlier chapters. These are based on public input, discussions with the EDC and Industrial Foundation board, city staff input, and the consultants' professional opinion. The corridor analysis and recommendations also consider the layout of existing roads, structures, and topography when determining potential locations for growth.

Influenced by the sociodemographic data and analysis, it is suggested that the recommendations be considered for implementation over the next three to five years. The recommendations should be implemented to ensure Mount Vernon meets the needs of the citizens, visitors, and city staff in the future and encourage sustainable growth.

It is recommended that the City of Mount Vernon:

- Prepare for Housing Growth*
- ✓✓ *Attract and Promote Businesses*
- ✓✓ *Establish an Upper Education Pipeline*
- ✓✓ *Improve Healthcare Access*
- ✓✓ *Incorporate Complete Streets & Traditional Neighborhood Development Policies*
- Encourage a 'Live-Work-Play' Development*
- ✓✓ *Create a TIF District*
- ✓✓ *Enhance Community Quality of Life*
- ✓✓ *Assess Brand and Develop Placemaking Materials*
- ✓✓ *Update the Comprehensive Parks, Recreation, and Open Space Master Plan*

The following sections support the recommendations list by elaborating on best planning practices in light of local conditions, specifically the need for a 'live-work-play' neighborhood.

### Prepare for Housing Growth

The Strategic Plan has been created with the anticipation of spillover population growth from DFW, Texarkana, and any unspecified metropolitan areas. This aligns with the community's desire for more housing, as identified in the Need Analysis. Mount Vernon's housing inventory appears to be limited, and traditional real estate theory suggests it is in the Recovery Phase of the real estate cycle. The real estate cycle occurs in four phases - Recovery, Expansion, Hyper Supply, and Recession. As the name suggests, Recovery follows a Recession, and the economy recovers as the average citizen is slowly able to

grow more spending capacity. While the rental population is high and home sales stagnate during this phase, existing stock is likely to experience renovation or replacement. Lack of supply with growing demand typically leads to higher house prices and undeveloped land values due to comps and speculation. Recovery rolls into the Expansion Phase, and the housing economy's supply/demand level approaches an equilibrium as new homes are added to the market. The general public starts to regain confidence in the economy, job growth strengthens, companies are able to increase payroll, and families can buy more or build wealth. Expansion transitions to Hyper Supply when the supply of houses exceeds the demand. This saturation is due to a variety of reasons, commonly from overbuilding or homeowners defaulting on mortgages. This results in a 'seller's market', and property owners either sell out of fear of their home becoming unsold and vacant, or they buy and hold onto properties until the market recovers. A Hyper Market crash leads to a Recession, where the supply far exceeds the demand, citizens have weakened buying power. Techniques like lowering interest rates, offers tax breaks and incentives, and conducting public-private-partnerships are commonly used to spur growth. **Mount Vernon is in the Recovery phase, so it is recommended to identify and provide market information to developers and investors to spark interest in the**

**area ahead of rapid growth. It is also recommended to revise the zoning and subdivision ordinance to create code that is both developer-friendly and protects residents. This includes allowing for Homeowners Associations (HOAs) to create and enforce deed restrictions.**

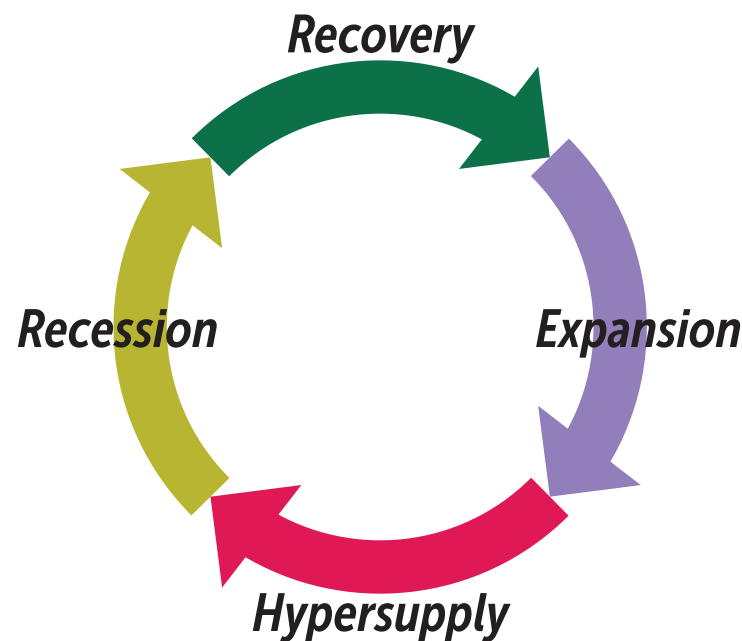
### Attract And Promote Businesses

The Demographics Chapter identified that Mount Vernon is a generalist community with primary industries consisting of Manufacturing, Retail Trade, and Healthcare & Social Assistance. The Needs Analysis revealed that the community wants to grow by having a large and diverse job selection. It is recommended that the city maintain a diverse, but clustered economy. A clustered economy is a geographic concentration of competing and collaborating firms. Other economic theories like Agglomeration Economies and Economy of Scale state that having a concentration of similar and complimentary industries leads to efficiency, innovation, and increased levels of production, which result in job growth and higher employee payroll. To become more resilient to economic shocks such as market crashes and rapid inflation, it is recommended to have multiple clusters of various industries (healthcare & social assistance, educational services, manufacturing, etc). Additionally, the creation of new jobs will create the demand for additional housing.

Previous studies performed by local organizations and boards on behalf of the city have shown that 50% of traffic on Interstate 30 is commercial, which is 20% higher than traffic on Interstate 20 to the south. Commercial traffic typically consists of semi-trucks and other large vehicles. The high volume of commercial traffic is primarily due to I-30 having high-capacity roads that connect distribution centers (origin) and retail centers (destination). **It is recommended that the city continually grows the supply chain industry - with job sources such as Lowe's distribution along with supportive truck businesses such as Duke's and Love's travel centers - while simultaneously growing other professional and service-orientated**

### **HAVING A CONCENTRATION OF SIMILAR AND COMPLIMENTARY INDUSTRIES CAN LEAD TO JOB GROWTH AND HIGHER WAGES.**

**sectors.** Business attraction can be enhanced using strategies such as offering wider utility access, upgrading utility lines, and encouraging business locations in designated areas. A common land use strategy is to develop a business park that has the infrastructure capacity for multiple companies. Fiber optic telecom has rapidly become a necessity for most industries, and the Needs Analysis identified the need for IT and hybrid/remote jobs. While some cities have provided fiber optic as a



public utility, it has become increasingly evident that private companies are more suitable to own, operate and maintain this distribution equipment due to high upfront costs of installation and long-term liability. Businesses often look for areas with high vehicle or pedestrian traffic counts (like highways and neighborhoods) because this increases their public presence and client- and customer-base. Professional and service-oriented businesses are drawn to high-quality designed districts. Architectural facades that use a variety of materials with similar (but not uniform) style enhance design quality and give a space a unique sense of place without having to utilize expensive materials. **It is recommended to identify and partner with developers that incorporate these techniques. In addition to the above recommendations it is recommended to identify and attract an internet service provider (ISP) to distribute and manage a fiber network, to update the municipal zoning map to locate businesses around the main street district and major roads, and to update the zoning ordinance to incorporate minor design guidelines.**

Business retention and payroll growth is facilitated by having an engaged business community and supportive customer base. Mount Vernon has an active Chamber of Commerce, which is a popular entity to manage and grow the area's business culture. The Stakeholder Engagement and Needs Analysis Chapters reveal that Mount Vernon's citizens are very supportive of local businesses. **Recommendations include establishing collaboration among businesses, workforce training, and education centers, creating unique and consistent branding to instill local pride, and hiring dedicated staff for civic event planning.**

*Establish an Upper Education Pipeline*

Economic growth has historically been rooted in agricultural and mineral extraction. Over time, it shifted to mass-production manufacturing, and now economies are predominately driven by knowledge. Technological advancement over the last 100 years in robotics has automated manual labor processes and drastically reduced the number of jobs for agricultural and mass-production manufacturing. The knowledge economy hinges on the talent and education of people rather than machinery.

Mount Vernon has signs of the agricultural, manufacturing, and knowledge-based economies. While all three economies are valuable and can be simultaneously maintained, it is recommended to invest more in the knowledge

**AN UNDERINVESTED PORTION OF THE EDUCATION PIPELINE LIES BETWEEN HIGHSCHOOL AND COLLEGE, A SPACE WHICH MOUNT VERNON CAN FILL.**

economy to prepare for a shift in the emerging job sectors. This investment would appear as enhancing and expanding the education-pipeline, which is a term describing the levels from preschool through college. A strong pipeline means all students have access to quality education that result in a high percentage of graduates. An underinvested portion of the pipeline lies between high school and college, a space which Mount Vernon can fill. Summer bridge programs have proven to be effective in increasing retention rates and the GPA of unprepared high school students. Another type of transitional program involves partnership with a local or regional company. BMW, whose US headquarters is in northwest South Carolina, offers the 'BMW Scholars Program'. This two-year program allows students to work part-time at BMW while attending class full-time at the local community colleges to pursue an associates degree. The student gains vital hands-on experience and tuition assistance from BMW, and they become viable candidates for full-time positions. **Mount Vernon has highly rated primary schools compared to the region, and the development of a community college with an industry-specific bridge program or trade school**

would capitalize on this strength.

*Improve Healthcare Access*

The Needs Analysis revealed citizens' desires for an emergency services medical facility, especially for persons 65



Figure 4: The rise and fall of employed agricultural workers

years and over, which account for 22.5% of the total Franklin County population. This aligns with Goals & Objectives concerning quality of life and aging in place. Having local access to medical care, especially rapid ambulatory response, provides a sense of peace for older adults and may reduce health insurance costs for businesses. According to data from the School of Public Health at UT Health Houston, Mount Vernon is in a zip code whose medical costs are 18% higher than the state average. There are two medical

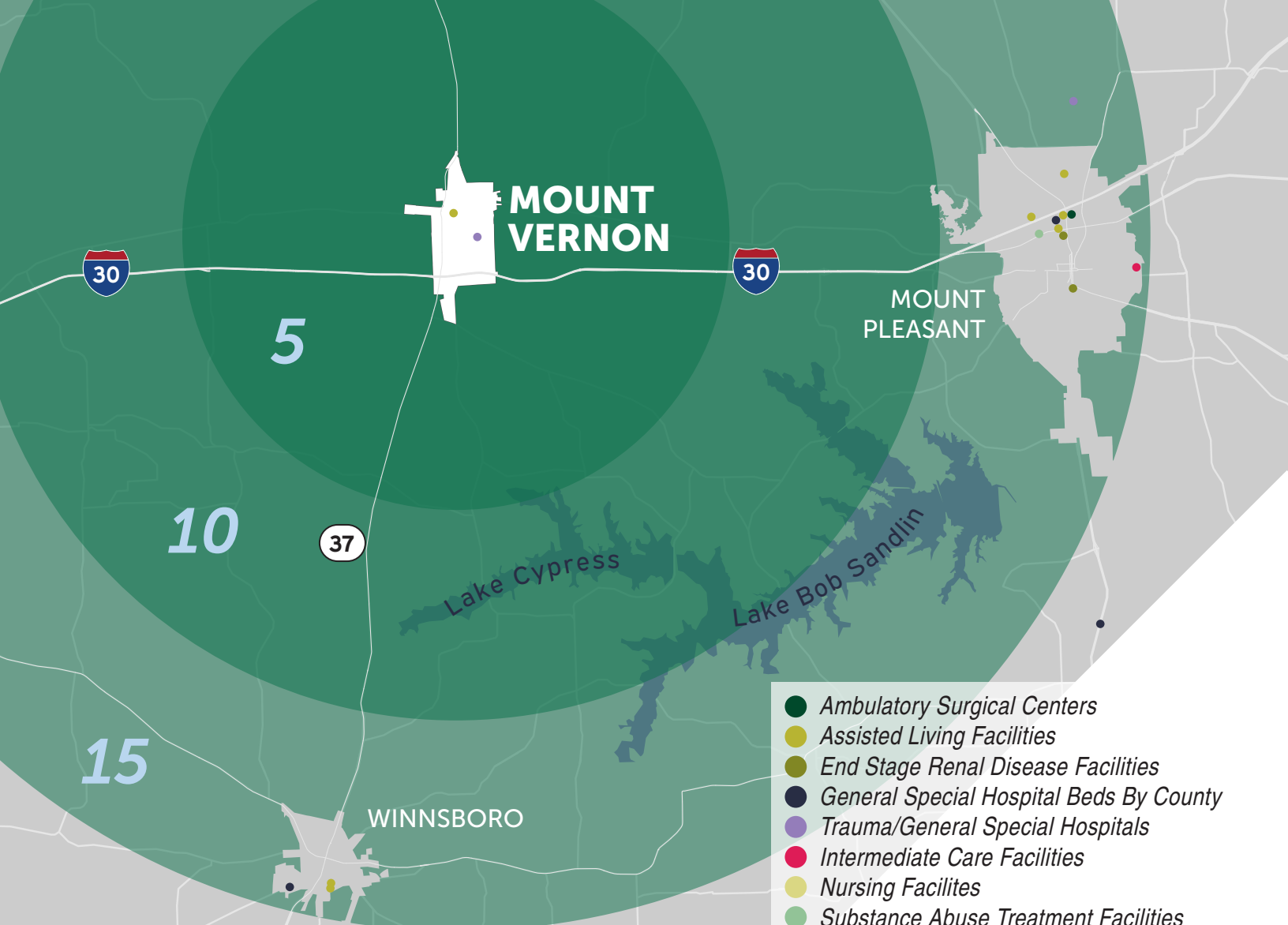


Figure 5: Healthcare access in and around Mount Vernon Proximity (in miles)

facilities within a 25-minute driving radius of Mount Vernon. Titus Regional Medical Center in Mount Pleasant is 15 minutes east and has departments for emergency care, cardiology, family medicine, imaging services, neurology, orthopedics, TitusFIT wellness center, urology, and women’s health. CHRISTUS Mother Frances Hospital in Winnsboro is 25 minutes south and has departments for emergency care, diabetes, digestive care, and imaging. **Due to the proximity and suite of**

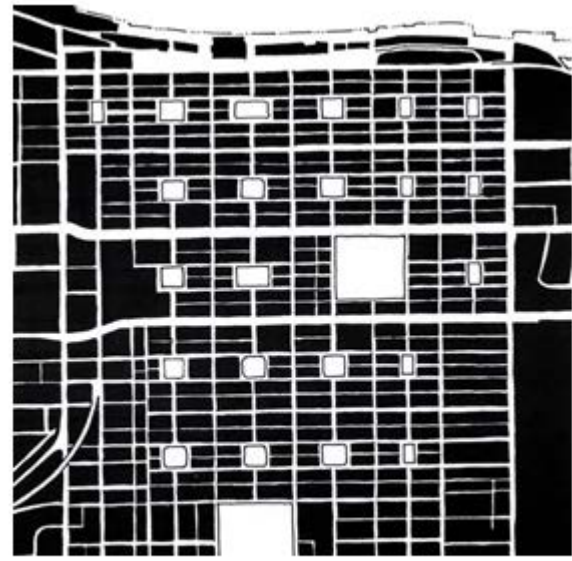
**services provided by the Titus Regional Medical Center in addition to the above-average medical costs for the region, it is recommended that Mount Vernon pursue a small-scale medical facility that focuses primarily on emergency care.**

*Incorporate Complete Streets & Traditional Neighborhood Development Policies*

Complete Streets is a design philosophy that considers both vehicles and pedestrians in its road network and design profile. The two primary elements of a road network are mobility and accessibility. Mobility is determined by the amount of time it takes to move from A to B, which is often influenced by the posted speed limit. Accessibility is determined by the amount of land that is accessible between A and B, which is influenced by the number of intersections and driveways. Urban planning theory recommends a ‘Traditional Neighborhood Development’ (TND) road hierarchy using boulevards, avenues, and streets instead of the conventional arterial, collector, and local categories. The TND road hierarchy adjusts the design specifications for traffic volume and encourages curvilinear and gridded design to maintain mobility and

accessibility without adding traffic lanes. Typical design profile elements include divided medians, sidewalks, marked crossings, street lights, bike lanes, and shade trees. **It is recommended for the city to develop and utilize a Complete Streets network & design and a Traditional Neighborhood Development road hierarchy when efficiently and safely facilitating vehicle and pedestrian traffic.**

Commercial vehicles are a vital part of the commercial supply chain for local and regional businesses. However, the nature of these vehicles potentially creates challenges and negative externalities. Large vehicles shorten the lifespan of paved surfaces, increasing the ongoing maintenance costs. Their presence in mixed traffic increases the risk of vehicle



Traditional Network



Conventional Network

Figure 6: Comparison of road herarchies



Patrick Square is a residential-centric Live-Work-Play neighborhood in Clemson, SC.



Mainstreet in Mountainview, CA has a lively, walkable, streetscape and mix of residential, retail, and office spaces.

and pedestrian accidents due to prevalent blind spots and limited movement. They produce loud noises and pollution, and they require a larger turning radius for navigation. These factors often influence roadway design to have wider traffic lanes and intersections, which creates a non-pedestrian friendly environment. **Because of this, it is recommended that commercial traffic be limited to the interstate corridor and any future designated bypass roads.**

### Encourage a 'Live-Work-Play' Master Plan Development

Several factors and strategies identified in the previous sections support the recommendation for a 'Live-Work-Play' master planned development. The location of the development is crucial for its success. While the development should be positioned along the existing highways and interstate, it is not recommended to be centered on a highway due to the presence of commercial vehicles in mixed traffic. **Instead, it should be centered around**

**a planned boulevard that connects existing highways.** This will increase the likelihood of generating volume of through-traffic without commercial vehicles.

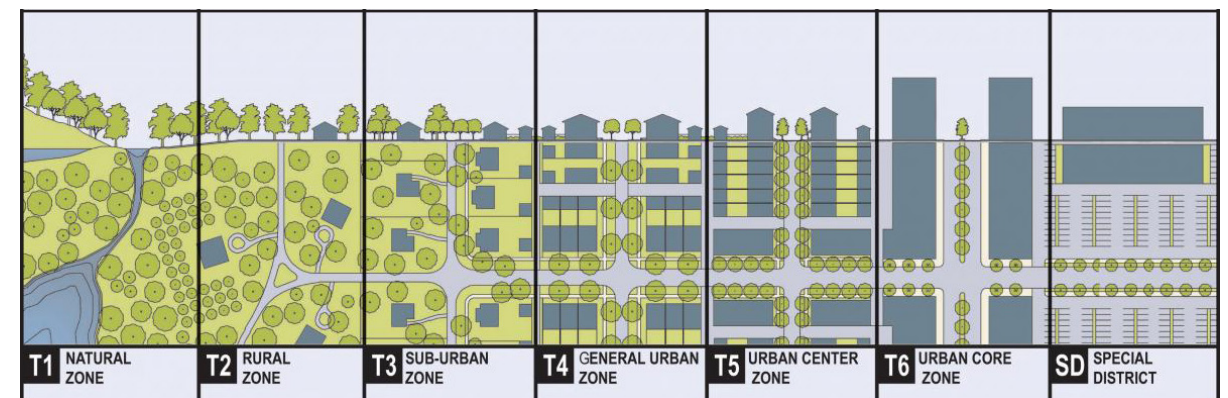
Higher density developments typically have a fiscally efficient infrastructure capacity. While utility line diameters may need to be wider to sustain pressure and flow, having shorter lengths of lines to more businesses is significantly less expensive for city maintenance budgets and taxpayers overall.

Road efficiency has historically been measured by the level of service, which focuses on the number of vehicles passing through a location per hour. However, like with freight traffic, roadway design that only focuses on this metric tends to be wider and not pedestrian-friendly. In addition to traffic counts, a factor to consider is the density of businesses along a roadway. This can be measured by dividing the annual property and sales tax generated by each business per foot of its road frontage. Higher lot density

typically has a higher the dollar per foot of generated tax revenue along a roadway. This means the public infrastructure is being maximized, which is beneficial to the city and its citizens.

Live-work-play developments can support a wide variety of housing types and densities with equitable access. These developments are usually shaped and positioned intentionally to maximize natural assets and minimize negative externalities. The transect development pattern is a common layout. Various land uses occur on a spectrum radiating from a

geographic core. The core (historically the 'Texas Square') is a dense concentration of apartments and townhouses, office space, and retail. Vertical mixed-use structures, anchor commercial tenants, and on-street parking are encouraged here. Bounding the core is a ring of townhouses, small lot single-family homes, and office units. The outer areas of the development should be large lot single-family homes. Urban design strategies - which incorporate walkable infrastructure, including shade, seating, sidewalks, and park space - should be utilized to enhance the pedestrian experience.



The Rural-to-Urban Transect (by Duany Plater-Zyberk & Co) shows the development spectrum in relation to density and nature.

Live-work-play developments encourage a healthy and sustainable tax base by generating both property and sales taxes with housing and jobs. The national average commuting time is approximately 30 minutes. This commuter threshold is well beyond Mount Vernon’s city limits, which increases the likelihood for commuter citizens. Solely providing houses would only turn Mount Vernon into a bedroom community for a larger metropolitan economy. This would place too much risk on the housing market to

sustain the municipal budget and hinder the quality of services the city could provide its citizens. **It is recommended to develop a mixed-use neighborhood to diversify the land use and type of revenue.**

*Create a TIF District*

A Tax Increment Financing (TIF) District is a popular funding mechanism that local governments can use for infrastructure improvements to draw private investment



Figure 7: Schematic Layout of a live-work-play neighborhood in the northern corridor of Mount Vernon.

to an area. A TIF is tied to a Tax Increment Reinvestment Zone (TIRZ), which is a spatially-bound zone in a city as determined by a city council. A TIF is not a tax rate increase or an additional tax for the properties within the TIRZ. Properties within the TIRZ can have some of their ad valorem tax redirected to pay for improvements in the zone. One of the best applications of a TIF is on undeveloped property because its current state is not generating a significant amount of property tax for the general budget compared to its improved state. While a TIF does not dedicate all of its tax revenue for the general budget, once it expires, a city could have a new community asset that is generating more taxes to fund public services without financially burdening each resident. **It is recommended to create a TIRZ to fund projects like a live-work-play master planned development.**

*Enhance Community Quality of Life*

Quality of life is a comprehensive term that considers how effectively a citizen’s needs are being met, and it is influenced by the factors and strategies previously mentioned in the Strategic Plan. **It is recommended to make civic investments like hiring dedicated programming staff and creating and improving public parks and facilities to enhance the quality of life of citizens.**

Quality of life can be measured quantitatively and qualitatively. For

example, Census Data and Geographic Information System (GIS) software can be used to determine citizens’ access to various necessary assets and recreational opportunities. A Community Satisfaction Survey can be used to determine citizens’ overall satisfaction and opinion of specific assets. **A Community Satisfaction Survey is recommended to assist civic agencies with understanding the needs of the community in a measurable manner.** The survey should be brief (10

**A TIF DISTRICT IS NOT AN ADDITIONAL TAX AND SPURS PRIVATE INVESTMENT THROUGH A PUBLIC-PRIVATE PARTNERSHIP.**

questions) and the content should be consistent so that any change in opinion can be quantified and tracked. This data can lead to the effective creation, budgeting, and implementation of strategies for growth.

*Assess Brand and Develop Placemaking Materials*

A strong brand cleanly and clearly communicates and carries the identity and vision of a city. A brand assists with catalyzing economic development by encouraging civic collaboration, ownership, and pride. While branding is typically associated with a city’s logo and slogan, it can be utilized for placemaking to personalize specific districts (like the ‘Smokey Row’ sign in the Square). A



Figure 8:

sign package provides a suite of sign designs (ex. monument, pole) that are applied to various settings around town but fit within the overarching style of the brand. **It is recommended that Mount Vernon assess its current brand for revision and partner with local citizens and developers to create placemaking elements.**

*Update the Comprehensive Parks,*

*Recreation, and Open Space Master Plan*

Public parks are necessary for enhanced quality of life, as they provide opportunities for recreation and transportation. They

create safe spaces for children to play, youth and adults to participate in walking, biking, and local sports leagues, and communities to gather for events. Parks have been attributed to improving the health and wellness of communities. Parks provide opportunities for physical activity, which can help reduce risks for various diseases. They are also important regarding environmental benefits. Parkland provides flood control measures to detain and/or retain water, it sustains habitats for local birds, insects, and wildlife, and it preserves and enhances regional biodiversity. The presence of park space has been known to improve the local economy. Park users are drawn in, and they can spend money in local shops and restaurants. Parks are also known to increase property values of surrounding properties.

An updated Comprehensive Parks, Recreation, and Open Space Master Plan can provide the city an analysis of its current park inventory, citizen desires, and current state and national trends to help determine future municipal investments. **It is recommended to update the Parks Master Plan and include a Trail Master Plan section to promote the implementation of a trail network throughout the city for enhanced pedestrian transportation and recreation.**

*Additional Recommendations for Consideration*

The research and planning process have revealed items that are recommended for future consideration to enhance citizens' quality of life and economic growth. These recommendations include investigating the feasibility of a retirement neighborhood, incorporating historic preservation guidelines, incorporating parkland development fees, and continuing to implement the action items outlined in the 2016 Downtown Strategy Report. These items are necessary but should be considered later once higher

**PUBLIC PARKS ARE NECESSARY FOR ENHANCED QUALITY OF LIFE, AS THEY PROVIDE OPPORTUNITIES FOR RECREATION AND TRANSPORTATION.**

priorities are accomplished. However, these priorities should be adjusted if the Council or community believes there is an emerging need or if an opportunity (i.e. grant funding, interested developer, etc.) presents itself.



# IMPLEMENTATION SCHEDULE

The following Implementation Schedule presents action items that are based on the City’s goals and objectives, needs analysis, planning analysis, and recommendations found in previous chapters. The aligned City Goal is listed under each Implementation item. The purpose of the implementation schedule is to provide a framework to assist with future city planning. The implementation schedule is intended to be a flexible guide for the growth over the next five

years and into the future. The city, in partnership with Industrial Foundation and EDC should evaluate and change the order of implementation if necessary or take advantage of any unforeseen opportunities that may arise as long as it fits within the recommendations of this plan.

Primary Area of Focus: 1-2 years  
Supporting Priority: 1-5 years  
Future Priority: 6 - 10 years

## *Develop Northern Corridor - Primary Area of Focus*

### **Goal 1, Goal 2, Goal 4, Goal 5**

- Acquire land or collaborate with landowners
- Ensure zoning and future land uses are compatible
- Establish a TIF District
- Partner with a developer to create a ‘Live-Work-Play’ Site Master Plan

## *Develop Southern Corridor - Primary Area of Focus*

### **Goal 1**

- Ensure zoning and future land uses are compatible
- Partner with a developer to create a lake-centric Site Master Plan

## *Prepare for Housing Growth - Supporting Priorities*

### **Goal 1**

- Conduct a housing study to determine growth projections and housing types
- Collaborate with a developer to build houses
- Ensure zoning and future land uses are compatible with single-family and multi-family housing opportunities
- Educate the public regarding HOA deed restrictions
- Grow the number of young professionals and families living in the community by 10% by 2030
- Engage in community discussions and assess feasibility of adopting a parkland dedication ordinance

## *Attract and Promote Businesses - Supporting Priorities*

### **Goal 3, Goal 4**

- Revise local economic development incentive packages based on current assets and the regional marketplace
- Identify and adopt a recruitment strategy for the development of a business park
- Identify and pursue companies based on existing and desired industry clusters
- Increase foot traffic and retail sales in the mainstreet commercial districts by 10% by 2030
- Continue to support business community organizations like the Franklin County Industrial Foundation, EDC and Chamber of Commerce through frequent dialogue and collaboration

## *Enhance the Community’s Quality of Life - Supporting Priorities*

### **Goal 2, Goal 5**

- Create and distribute an annual or biennial Community Satisfaction Survey; within six years, achieve a 15% increase in respondents who are “satisfied” or “very satisfied”
- Hire staff for civic programming (festivals, evening & weekend shows, etc.)
- Identify properties to be developed as community parkland

## *Assess Brand and Develop Placemaking Materials - Supporting Priorities*

### **Goal 3**

- Create sign standards
- Create brand strategy

*Update the Comprehensive Parks, Recreation, and Open Space Master Plan - Supporting Priorities*

**Goal 5**

- Add a Trails Master Plan section

*Incorporate a Complete Streets & Traditional Neighborhood Development Policy - Supporting Priorities*

**Goal 2**

- Establish road standards for the development of complete streets
- Revise the zoning code and subdivision ordinances

*Establish an Upper Education Pipeline - Future Priorities*

**Goal 4**

- Identify and adopt a recruitment strategy for a technical college
- Develop a bridge program connecting high school graduates to a nearby technical college, community college, junior college, or university

*Improve Healthcare Access - Future Priorities*

**Goal 2, Goal 4**

- Develop and execute a recruitment strategy for an emergency medical provider





Mount Vernon  
Corridor Strategic Plan



**ORDINANCE 2023-33**

**AN ORDINANCE ADOPTING THE STRATEGIC AND COMPREHENSIVE  
LAND DEVELOPMENT PLAN, TO BECOME EFFECTIVE UPON ITS  
PASSAGE AND APPROVAL**

**WHEREAS**, the City Council retained a professional Planning Consultant to assist in the preparation of a new Strategic and Comprehensive Land Development Plan for the City; and

**WHEREAS**, the City Council appointed a Steering Committee to assist in the preparation of the Strategic and Comprehensive Land Development Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS:**

**SECTION 1:** That the Strategic and Comprehensive Land Development Plan, including the Future Land Use Plan, Thoroughfare Plan, Infrastructure Plan, Housing Plan, Parks, and the Recreation & Open Space Plan, and all the maps and elements, which are attached hereto and incorporated herein for all purposes is hereby adopted by the City Council as a long-range planning guide for the City.

**SECTION 2:** That this Plan is intended to constitute the Strategic and Comprehensive, or Master, Plan of the City of Mount Vernon, Texas, for all matters related to long-range guidance relative to zoning decisions, land subdivision, thoroughfare construction, and growth management.

**SECTION 3:** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was duly noticed and has been open to the public as required by law.

**SECTION 4:** That this Ordinance shall become effective on and after its passage and approval.

**PASSED AND APPROVED this the 27<sup>th</sup> day of November, 2023.**

**THE CITY OF MOUNT VERNON, TEXAS**

\_\_\_\_\_  
Brad Hyman -Mayor

**ATTEST:**

\_\_\_\_\_  
Kathy Lovier - City Secretary