



ECONOMIC DEVELOPMENT CORPORATION

Thursday, June 20, 2024 – 6:00 PM

109 North Kaufman Street, Mount Vernon, Texas 75457

AGENDA

Call to Order

Public Comment

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

Consent Agenda

1. Minutes 5/9/2024

Public Hearing

Hear evidence for or against a request made by Tim Seymore dba Seymore Franza Investments dba The Oaks on 37 for assistance with a traffic impact study for the property located on State Hwy 37 S, Mt. Vernon, Texas 75457

Action Items:

2. Consider and act upon approval of incentive application from The Oak on SH 37 for reimbursement of traffic study and liftsation part of the infrustructure costs.
3. Consider and act upon approval of request made by Key Club for financial assistance with restroom facilities for CountryFest 2024.
4. Consider and act upon approval of Tom Mullin Consultant, LLC for economic development consulting.
5. Consider and act upon approval of Housing Analysis for North Corridor Development by North Shore Solutions

Board Member Reports and Discussion

Gadlin Street and Frito Lay
2024/2025 budget

Adjourn

ATTEST

/s/ Kathy Lovier

Kathy Lovier – City Secretary

Posted 4:00 PM June 17, 2024

/s/ Mark Sachse

Mark Sachse - Board President

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

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



ECONOMIC DEVELOPMENT CORPORATION

Thursday, May 09, 2024 – 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

Call to Order

President Sachse called the meeting to order and announced a quorum present.

PRESENT

President Mark Sachse
Secretary/Treasurer Julia Munoz
Board Member Gabe Sharp
Board Member Jeff Byrnes
Board Member Don Huffstetler
City Administrator Craig Lindholm
City Secretary Kathy Lovier
Assistant City Secretary Angie Pike

ABSENT Vice-President Roger Gekiere and Board Member Kevin Anthony

VISITORS Cassidy Wesson, Julie Knotts, Chad, Tim Seymore, Ryan & Brittany Franza, Jeremy & Kim Howard

Public Comment

No one spoke.

Consent Agenda

1. Minutes 3/14/204
March and April 2024 Financial Report

Public Hearing

The purpose of this hearing is to hear evidence for or against a request made by Julie Knotts dba Kountry Korner Creations to provide assistance with Graduated Rental Assistance for the business located at 101 Houston Street, Mt. Vernon, Texas.

President Sachse closed the regular session and opened the public hearing at 6:03 p.m.

Julie Knotts owner of Kountry Korner Kreations spoke in favor of the application. Mrs Knotts reported with the money reimbursed she will be purchasing additional inventory and a refrigeration system to store flowers.

President Sachse closed the public hearing and re-opened the regular session at 6:07 p.m.

Presentation by Ryan and Brittany Franza regarding The Oaks on 37 RV Park and billboard signage.

The Franza's gave a brief overview of the RV/Tiny Home park. They have worked extremely hard to get the center opened by the solar event, they will be hosting concerts at their amphitheater, July 4th celebratoin and they will be participating in the Carry the Load event downtown in May 24th. Brittany has recently joined out Main Street Board. They whole family and staff have been very supportive and helpful to Mt Vernon as a whole and we are happy to them in our community.

Action Items:

2. Consider and act upon approval of request made by Julie Knotts dba Kountry Korner Kreations for graduated rental assistance.

Motion made by Board Member Sharp, Seconded by Board Member Huffstetler.

Voting Yea: President Sachse, Secretary/Treasurer Munoz, Board Member Sharp, Board Member Byrnes, Board Member Huffstetler

3. Consider and act upon approval of contract with MHS Planning for Parks and Open Space Master Plan & TPWD Grant.

Motion made by Secretary/Treasurer Munoz, Seconded by Board Member Byrnes.

Voting Yea: President Sachse, Secretary/Treasurer Munoz, Board Member Sharp, Board Member Byrnes, Board Member Huffstetler

Board Member Reports and Discussion

advertising on local radio station/billboards
Gadlin Street and Frito Lay

The City and the EDC are discussing with the local radio station how to package a deal for the City/EDC to pay half and the businesses that want to participate to advertise multiple times daily for a six month period. All businesses in town will be invited to participate and lower the costs for all.

Gadlin Street and Frito Lay will be moved to the June meeting agenda due to waiting for more information.

Executive

Session

Deliberation regarding real property pursuant to *Texas Government Code, §551.072*, to discuss or deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

RECONVENE

Reconvene into Open Session to Consider Matters Discussed in Closed Session (If Any)

President Sachse closed the regular session at 7:04 p.m. and opened the Executive Session.

President Sachse closed the Executive Session at 7:27 p.m. and re-opened the Regular Session.

There no further action to take at this time.

Adjourn

Motion made by Board Member Huffstetler, Seconded by Secretary/Treasurer Munoz.
Voting Yea: President Sachse, Secretary/Treasurer Munoz, Board Member Sharp, Board Member Byrnes, Board Member Huffstetler

Mark Sachse - Board President

ATTEST:

Kathy Lovier – City Secretary



Mount Vernon Economic Development Corporation

109 N. Kaufman St., Mount Vernon, TX 75457

Application for Economic Development Assistance

APPLICATION MUST BE FILLED OUT AND RETURNED BEFORE THE PROJECT STARTS
(emergency situations will be considered on a case by case basis)

The following information is requested for all projects seeking economic development assistance from the Mount Vernon Economic Development Corporation (MVEDC). Please fill in all spaces on the application form. If the information requested is not applicable, enter "N/A" in the space. Incomplete applications will not be considered for assistance. Following receipt of the application, MVEDC may require additional information to be submitted to indicate the financial abilities or other factors of the company.

Applicant/Business Name		Business Ownership	
Seymore Franza Investments LLC DBA The Oaks on 37		Seymore Franza Investments LLC	
Business Type			
Sole Proprietorship _____ Partnership _____ Corporation <input checked="" type="checkbox"/> Other (Please Explain and provide proof)			
LLC with S-Corp Election Ein 92-1153191			
Date of Business Establishment		11/28/2022	
Mailing Address (Business Headquarters)			
242C National Dr.			
City	State	Zip Code	
Rockwall	TX	75032	
Phone Number		Fax Number	
214.803.2763			

Applicant's Representative		Title	
Tim Seymore		owner/developer	
Mailing Address (if different from above)			
same			
City		State	Zip Code
Phone Number	Fax Number	Email Address	
2148032763		tim.tsch@sbcglobal.net	

Additional Authorized Representative		Title	
Brittany Seymore-Franza		owner	
Mailing Address (if different from above)			
City		State	Zip Code
Phone Number	Fax Number	Email Address	
4693389118		brittanysyemore@gmail.com	

Project Information

Description of the Project				
The Oaks on 37 Tiny Home & RV Resort will consist of 130 spaces for a tiny home or recreational vehicle. Park will be an upscale property with several amenities. (i.e. community center w/ meeting place, pool, fitness center, walking trails, tennis/pickleball courts, garden, community events. Frontage of property will feature commercial space for lease.				
NAICS Code		NAICS Code Description (if multiple please list all that apply)		
237210, 236115		Land Developers, custom builders		
Property Address			Legal Description (attach if necessary)	
280 Hwy 375. Mt Vernon				
Is this Project inside the City limits?			<input checked="" type="radio"/> Yes <input type="radio"/> No undereannexation process	
Is this Project in the Historic District?			<input type="radio"/> Yes <input checked="" type="radio"/> No	
If Yes, does this Project require approval from the Landmark Commission?			<input type="radio"/> Yes <input checked="" type="radio"/> No	
Date of Landmark Commission Review				
Will this Project generate sales tax?			<input checked="" type="radio"/> Yes <input type="radio"/> No Future commercial retail on frontage of property will. RV park will not.	
What is your taxpayer ID?				
Anticipated Total Sales				
Year 1	Year 2	Year 3	Year 4	Year 5
Anticipated Total Taxable Sales (excludes items that are exempt from sales tax)				
Year 1	Year 2	Year 3	Year 4	Year 5

Does this Project create or retain jobs?					<input checked="" type="radio"/> Yes	<input type="radio"/> No
Jobs Created (new jobs that did not exist prior to this project)						
Year 1 (Positions/FTEs)	Year 2 (Positions/FTEs)	Year 3 (Positions/FTEs)	Year 4 (Positions/FTEs)	Year 5 (Positions/FTEs)		
RV Park onsite admin. + retail space jobs	Retail space jobs					
Average Annual Salary						
Jobs Retained (jobs that would likely be lost without this project)						
Year 1 (Positions/FTEs)	Year 2 (Positions/FTEs)	Year 3 (Positions/FTEs)	Year 4 (Positions/FTEs)	Year 5 (Positions/FTEs)		
RV Park jobs	Retail/commercial space job opportunities depending on business					
Average Annual Salary						
Does the applicant own or lease the property associated with this Project?					<input checked="" type="radio"/> Own	<input type="radio"/> Lease
Property Owner Information, if leased						
Property Owner Name			Seymore Franza Investments LLC Tim Seymore			
Property Owner Phone Number			214 803 2763			
Property Owner Email			tim.tsch@sbcglobal.net			
Property Owner Address			242C National Dr. Rockwall			
City			State	Zip Code		
Rockwall			TX	75032		
Lease Amount		Period (Annually/Monthly)				

PROOF OF LEASE WILL BE REQUIRED

Current Appraised Value of Property	
Are all Property Taxes Paid on this Property?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No, please explain	
Are Improvements being made to the Property?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Estimated Cost of Improvements to be Made	TBD
Anticipated Construction Start Date	May 2023
Anticipated Construction Completion Date	Oct 2023
Description of Improvements to be Made	
<p>130 pad sites for tiny homes & RV's</p> <p>Community pool</p> <p>2400 sqft maintenance building</p> <p>2400 sqft ammenity center (includes gathering place, mens & womens full shower bathroom, fitness, mait room, dog run, tennis & more)</p> <p>800 sq. ft office w/ covered porch</p>	

PLEASE PROVIDE WRITTEN BIDS OR COST ESTIMATES REGARDING ANY PROPOSED IMPROVEMENTS.

Attachments That Will Be Required			
	Plat/Map/Elevations of Project		Renderings/Plans for Improvements
	Copies of Required Permits		Business Plan
	Financial Reports for previous years		IRS Reporting
	Tax Certificate		Proof of Property Ownership or Lease Agreement
	Property Owner's Certification		Receipts for Work Performed Prior to Application Submission
These items must be submitted with the initial application for consideration of the application. Additional documents may be requested as necessary.			

Incentive Process and Timeline

1. Completed application must be returned to the EDC office at Mt. Vernon City Hall prior to work commencing.
2. For projects involving incentives between \$1,000 - \$4,999.00 the EDC must hold a public hearing on the project and allow 60 days to pass since the first public notice of the project prior to expending funds.
3. For projects from \$5,000 - \$9,999, the EDC must hold a public hearing on the project and allow 60 days to pass since the first notice of the project, and the City Council must approve the project and incentives, prior to expending EDC funds on the project.
4. For projects \$10,000 and above, the EDC must hold a public hearing on the project and allow 60 days to pass since the first notice of the project, and the City Council adopts a resolution authorizing the project after giving it two separate readings, prior to expending EDC funds on the project.

Business Plan Assistance may be obtained through the Northeast Small Business Development Center in Mt. Pleasant, Texas.

Amber Keith

Business Advisor

Northeast Small Business Development Center

www.northeasttxsbdc.org

903-490-0822 Office

903-490-2826 Cell

AFFIRMATION OF APPLICANT(S)

I (We) the undersigned do hereby acknowledge and/or certify, as the case may be, the following:

1. Prior to submission of this application, the included guidelines for all programs have been obtained, reviewed, and clearly understood by the applicant.
2. That the submission of this Application does not create any property, contract, or other legal rights in any person or entity to have the MVEDC provide grant funding.
3. That if grant funding is approved, full compliance will be maintained with all the provisions of the provided guidelines, performance agreements, and/or special provisions attached as a part of the grant, and that failure to do so will be grounds for ineligibility to receive previously approved grant funding and / or sales tax recapture by MVEDC or the City of Mount Vernon.
4. The Mt. Vernon City Council shall approve any incentive involving expenditures exceeding \$5,000.
5. That before application is to be reviewed by the MVEDC, a designee(s) of the MVEDC shall have the right to inspect the business and work to be considered.
6. That the MVEDC reserves unto itself its absolute right of discretion in deciding whether or not to approve a grant relative to this application, whether or not such discretion is deemed arbitrary or without basis in fact.
7. That the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the provided guidelines and this Application. If any provision or provisions of these should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of these shall not be affected thereby.
8. That the information provided in this Application, and all that may have been affixed hereto, is true and correct, and that the MVEDC may rely on all information herein contained, and all that may have been affixed hereto, as being true and correct
9. Any criminal activities involving applicant, whether on or off-site premises, will render this application and / or contract null and void.
10. Where approved incentives are reimbursement recipient must present paid invoices and/or cancelled checks to vendors. Certificate of Occupancy issued by City of Mount Vernon must be issued before any MVEDC funds are expended.
11. Texas Government Code Section 2264.01 Certification

Company certifies that Company, or a branch, division, or department of Company, does not and will not knowingly employ an undocumented worker. If, after receiving a public subsidy, Company or a branch, division, or department of company is convicted

of a violation under 8 U.S. C. Section 1324a(f), Company shall repay in full the amount of the public subsidy paid by MVEDC to Company.

12. The City of Mount Vernon and/or MVEDC may exercise the right to reclaim any incentives should the recipient not fulfill any portion of its stated obligation as outlined in any incentive agreement resulting from this application submission.

13. Making application and complying with specific requirements does not guarantee that requested incentives will be granted by the MVEDC Board or City Council.

I, the undersigned, understand this process may take several months and attendance of several meeting. Filing an application with the City does not guarantee approval from the City Council. The city reserves the right to retain outside consultants to review this application, all data provided, and conduct an independent evaluation. Further, the applicant understands and agrees that this application and all data and communications may be considered a public record pursuant to the Texas Public Information Act."

Signed this 26 day of April, 2023

Tim Seymore
(Print Authorized Representative Name)


(Applicant Signature)


Appendix A: Property Owner's Certification

Property Owner Name	Seymore Franza Investments LLC		
Property Owner Phone Number	214.803.2763		
Property Owner Email	tim.tsch@sbcglobal.net		
Property Address	280 Hwy 375. Mt Vernon		
	City	State	Zip Code
	Mt Vernon	TX	75457

Lease Amount		Period (Annually/Monthly)	
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Anticipated Construction Start Date	M24 2023
Anticipated Construction Completion Date	OCT 2023
Description of Improvements to be Made	
see pg 5.	

I have reviewed all information above and certify that it is true and correct. Further, I certify that I have reviewed and approved all improvements to be made to the property as described above.



 Owner Signature

4/23/23

 Date

Appendix B: Economic Development Assistance Program Guidelines

Graduated Rental Assistance

- The primary goal of the Graduated Rental Assistance Program is to reduce the burden of rental expenses on new businesses and to help offset the initial startup costs of the business.
- The business must be a for-profit venture. Nonprofit and governmental organizations are not eligible for the program.
- Grant funds cannot be used to fund rent for any portion of the property used for residential purposes. In such cases, the total rent amount may be adjusted proportionally to reflect usage of the property.

- At no point will MVEDC pay 100% of the rental expenses for any recipient of this program.
- The rental assistance is designed to assist the business owner with rental expense over a period of time, but the owner will assume responsibility of the full rental costs at the end of the rental assistance period as determined by the MVEDC
- All disbursements through this program will be made in the form of a reimbursement following the submission of a copy of the canceled check paid to the property owner and/or a receipt from the property owner, or direct payment of rental assistance to the property owner/landlord.
- Generally, the program can span any amount of time up to 12 months with MVEDC reimbursing the business owner's rental expense in four installments: 25% of the total rent cost to be paid for the first installment; 50% of the total rent cost to be paid for the second installment; and 75% of the total rent cost to be paid for the third installment of the rental agreement term. Rental assistance from the MVEDC to the business owner shall not be granted until the termination of free or subsidized rent from the property owner. Term of assistance and length of payment installments shall be negotiated between business and MVEDC, with the decision of the MVEDC being final.
- The City Council upon recommendation by the MVEDC Board may approve a modification to the standard rate and duration of the program on a case-by-case basis.
- Recipients may receive only one Graduated Rental Assistance Agreement per business.
- Rental amount and must be comparable to similar rental rates for similar properties in the area of the business property.
- Rental assistance shall not exceed \$6,000 for any business.
- All disbursements through this program will be subject to requirements set forth in an incentive performance agreement, including but not limited to a period for which the business must remain in operation following the completed disbursement of funds.
- MVEDC assumes no liability for the satisfaction of the lease agreement between the property owner and the tenant. This agreement is between the tenant and the MVEDC and will be strictly a reimbursement of the costs required to satisfy the terms of the tenant's lease agreement with the property owner.

Existing Business Structure Assistance

- The purpose of the Existing Business Structure Assistance Program is to enhance the economic sustainability of the City of Mount Vernon by assisting for profit business building owners and lessees in business building renovation processes; thereby encouraging increased ad valorem and / or sales taxes.
- The structure on which the improvements to be made must be at least five years old.
- Owners of multiple structures may submit only one application per fiscal year and may not have existing agreements on multiple properties at any one time.
- MVEDC may approve the full amount requested, a portion of the amount requested, or no amount at all.
- All grants provided under this program are reimbursements for cash expenditures by the applicant and require the applicant provide a match of at least twice the amount awarded (2:1 match required).
- Nonprofit and governmental organizations are not eligible to receive this funding.
- Applicants cannot have more than 20 full-time employees at the time of application
- All tax obligations must be current
- Property owners must submit Appendix A: Property Owner’s Certification if the applicant is a tenant at the property
- The business owner will be required to obtain all necessary city and/or state permits, zoning, inspections, etc.... prior to applying for funding.
- The business owner must demonstrate best effort in obtaining at least 3 bids for improvements. The bids or documentation of best effort must be included in the application.
- The structure must be located within the Mount Vernon City limits.
- Applicants must have a valid Certificate of Occupancy from the City of Mount Vernon prior to receiving program funding.
- All disbursements through this program will be subject to performance requirements set forth in an incentive agreement, including but not limited to a period for which the business must remain in operation following the completed disbursement of funds.

For projects that require an expenditure of more than \$10,000, the City Council must adopt a resolution authorizing the project after giving the resolution at least two separate readings.

JOB CREATION INCENTIVE

Program funding will be available to new and / or expanding businesses meeting the following criteria:

1. Business must be in Mount Vernon.
2. Business must be a For Profit business.
3. Owner or shareholders do not count as 'new hires.'
4. Must be Full time jobs, 32 hours per week, 52 weeks per year. No part time employees or combination of part time employees will be considered.
5. Mount Vernon Economic Development Corporation must approve all applications before business engages 'new hires.'
6. Business owners or shareholders cannot be employed by Mount Vernon Economic Development Corporation or City of Mount Vernon.
7. Business name on application must be identical to the name listed on all documents required to engage in business, including business tax receipts.
8. Mount Vernon Economic Development Corporation may grant an amount up to \$600 per job, with a bonus \$200 for every employee that resides within the city limits and earns more than \$13.00 per hour for unskilled and \$20.00 per hour for skilled labor. Number of jobs incentivized would be no more than 20 full-time employees, unless otherwise determined by Mount Vernon EDC.
9. This is a 'reimbursement only' program; business applicant will be reimbursed 'per job' after new hire has completed 12 months employment. Texas Workforce Commission Quarterly reports required as documentation.
10. New employee hire must result in a net increase in full time employees from the time of application at the end of the 12-month period. Documentation will be required from business incentive recipient showing number of employees at MVEDC approval date vs. number of employees at the 12-month 'benchmark.'

CONSULTING SERVICE AGREEMENT

CONSULTANT

Tom Mullins, President TG Mullins Consulting LLC
1327 Santa Fe Trail, Tyler Texas 75703
903-570-2626

CLIENT

City of Mount Vernon, Texas

CONSULTING SERVICES

The Consultant will provide the Client with a range of economic/industrial development services including setting objectives, strategies, tasks with measurable outcomes along with providing advice and direction regarding economic/industrial development projects.

The Consultant will be available to meet with key City and County leaders including the City Manager, the Mayor, the Franklin County Judge, the Franklin County Attorney, the Industrial Foundation, the Mt. Vernon Economic Development Corporation Board, and other contacts interested in the promotion of economic/industrial development in Mt. Vernon and Franklin County, Texas.

PAYMENT TERMS AND CONDITIONS

The Consultant agrees to be retained by City of Mt. Vernon Texas for up to 30 hours at a rate of \$200 per hour during the course of twelve (12) months with an option to renegotiate and/or renew after the 30 hours or at the end of the agreed period of time.

Billing will occur quarterly, based on the hours expended by the consultant.

ACCEPTED THIS DATE OF _____, 2024

Tom Mullins, President

TG Mullins Consultant LLC

Craig Lindholm, City Administrator, Mt. Vernon Texas

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is entered into as of the effective date (the "Effective Date"), by and between North Shore Solutions, LLC. ("Contractor"), located at 194 Miller Rd, Scroggins, Tx 75480, and City of Mount Vernon, Texas ("Client"), located at: 109 North Kaufman Street, Mount Vernob, Texas 75457. Attn: Craig Lindholm with an email of: clindholm@comvtx.com

1. PROJECT. The City of Mount Vernon is seeking to better understand the opportunity for housing in context of the planning work that has been conducted on the property on the NEC of Interstate 30 and Highway 37. Primary tasks include:
 - a. Explore the capacity for additional residential housing
 - b. Understand the local and regional development patterns, with an emphasis on single family residential development
 - c. Have a data-backed justification for decision making and policies regarding various housing types

The Contractor has experience and expertise in public administration, economic development, and research and negotiations related to real estate. The Client wishes to engage the Contractor to use such experience and expertise on behalf of the Client. Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services for Professional Services as set forth in the tasks in **Schedule "1"**.

2. COMPENSATION. Client shall pay Contractor \$24,600 as set forth herein and as outlined in tasks memorialized in **Schedule "1"**, plus mutually agreed upon reimbursable expenses.

Contractor shall invoice Client on the following schedule:

\$8,200 at time of contract execution
 \$8,200 at completion of 2.3 Analysis and maps of isting conditions
 \$8,200 at completion of final report

All invoices shall be due upon receipt and paid within thirty (30) days. Any local, state or federal taxes applicable to any of the services provided by Contractor shall be added to the amount due.

3. PROFESSIONAL STANDARDS. Contractor shall be responsible to the high level of competency presently maintained by other practicing professionals in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of the work furnished under this Agreement.
4. TERMINATION. Either Client or Contractor may terminate this Agreement, for any or no reason, by giving 30 days written notice to the other party. In such event, Client shall forthwith pay Contractor in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Work previously performed to include all Performance Benchmark additional compensation items listed on **Schedule "1"** as of the effective date of the termination.
5. ACCESS TO RECORDS AND WORKPRODUCT. Contractor and Client shall co-own final work products.
6. ENTIRE AGREEMENT/ MODIFICATION. This Agreement, including **Schedule "1"**, attached, is the

entire agreement between the parties and supersedes all prior negotiations, agreements and understanding relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing. Email communication constitutes a writing if intended by both parties to be a writing under this paragraph.

7. ASSIGNMENT. Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of its duties under this Agreement without written authorization from Contractor.

8. LEGAL EXPENSES. In the event a dispute shall arise between the parties to this [contract, lease, etc.], it is hereby agreed that the dispute shall be referred to arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. In the event that legal action is taken by either party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or prevailing party shall be entitled to receive any costs, disbursements and reasonable attorney's fees.

10. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

11. BINDING EFFECT. The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

12. INSURANCE. The Contractor shall, at its own expense, prior to the commencement of the Professional Services obtain and thereafter maintain and keep in full force and effect commercial general liability coverage, including personal injury and property damage, of not less than Two Million Dollars (\$2,000,000) per occurrence. The policy shall include coverage for contractual liability, employer's liability and owners'/contractors' protective liability. At the request of the Client, the Contractor will furnish insurance certificates to the Client's reasonable satisfaction to evidence compliance with the insurance requirements of this Section 12.

13. INDEMNIFICATION AND HOLD HARMLESS. To the extent allowable by law ,each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes of action brought by any third party, person or entity as a result of any incident, event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

14. LIMITATION OF LIABILITY. Contractor's liability for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee paid to Contractor hereunder or available insurance coverage delineated herein, whichever is greater.

15. GOVERNING LAW. It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, or Denton County, as may be applicable.

16. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent Consultant with respect to Client, and not an employee of Client. Consultant will be responsible for reporting and payment of all of its tax obligations related to the payments hereunder.

17. AMENDMENTS. This Agreement may be amended only by an instrument in writing and signed by

the parties hereto.

18. NOTICES. Any notices required or permitted to be given under this Agreement shall be in writing and may be given by personal service or by depositing a copy thereof in the United States mail, registered or certified, postage prepaid, to the last known address of such party.

19. COUNTERPARTS. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which constitute one and the same instrument. Any counterpart transmitted by facsimile or electronic mail shall have the same force and effect as an original.

20. WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

North Shore Solutions, LLC

By: _____
(Authorized signature)

Date:
Its:

By: _____
(Client Authorized signature)

Date: _____
Its: _____

Schedule "1"

North Shore Solutions, LLC. shall undertake the tasks and provide deliverables as follows:

PROPOSED SCOPE OF WORK

To complete the scope of work, North Shore Solutions and Catalyst will collaborate with the City of Mount Vernon to complete a comprehensive analysis to understand the short-term and long-term needs for housing for the proposed project.

Market Demand

Using data and experience in assisting communities develop long-term regional strategies, North Shore Solutions and Catalyst will support Mount Vernon in determining the appropriate amount of residential in context with market needs and underserved product. We will explore housing needs in context with regional and local trends, existing entitlements, and market factors. To perform this analysis, North Shore Solutions and Catalyst will use the following datasets:

- Esri demographic data
- Segmentation/psychographics
- Labor and occupation data
- Transportation data
- Market information
- Building permits
- Census demographic data
- Other datasets as needed

PROPOSED SCOPE

The Mount Vernon Market Analysis outlined above will be delivered in four phases:

PHASE I – DISCOVERY

Our team will begin with a Discovery phase to further define the real estate criteria outlined in 'Our Understanding,' refine data points for analysis, confirm existing client data sources and additional data sources, as listed above. At the conclusion of this phase, we will define a project plan, outline any remaining data sets we need to purchase and create a clear framework that includes data analytics and functionality. This phase is estimated to take 2 weeks.

- 1.1 Kick-off. Consultants shall visit with city staff to outline project objectives, timing of deliverables, success factors, existing constraints, project vision, existing zoning, proposed land use, historical residential activity and other factors which might inform the housing analysis.

Deliverable: Memorandum summarizing the kick-off meeting

PHASE II – EXISTING CONDITIONS

During Phase II, we will conduct a scan of existing conditions. We estimate the Existing Conditions phase will take approximately 3 weeks.

2.1 Demographic Trends and Benchmarking.

Consultants shall assess local, county, and regional demographic conditions and trends including income, population, age, race, ethnicity, and housing status. These demographic trends and benchmarks will provide context for the housing assessment regarding the current and future conditions.

Deliverable: maps, tables, and analysis in existing conditions

2.2 Stakeholder Interviews.

Consultants shall conduct one (1) day of stakeholder interviews with realtors, developers, property owners, and city staff regarding existing and planned residential projects. Questions asked in these interviews shall be meant to discuss the city's ability to attract residents, impediments to development, competition, and affordability. City staff to provide interview list and provide space for interviews.

2.3 Existing and Planned Product Analysis.

Consultants shall work with staff to create an inventory of existing and planned residential product within the city. This analysis will include benchmarks such as type, building size, age, and estimated rents. This analysis will include a qualitative element discussing national and local trends and benchmark those against Mount Vernon's Primary Market Area (PMA).
Deliverable: Analysis and maps of existing conditions

PHASE III – DEMAND ANALYSIS

The Market Demand phase will help ascertain annual market demand based upon market conditions and existing needs. This phase will take approximately 1 week.

Consultants shall conduct a demand analysis showing the demand for future housing by type in context of local and regional demographic and housing trends, competing projects, and affordability.

Deliverable: annual market demand over the next five years

3.1 SWOT Analysis.

Consultants shall identify city strengths, weaknesses, opportunities, and threats regarding existing housing stock, planned housing developments, and future developments that can accommodate corporate, families, workforce, and market needs based upon the market demand findings.

Deliverable: summary of SWOT analysis in market summary

PHASE IV – FINAL REPORT

The final part of the process will include documentation, internal staff workshop to calibrate findings, and public presentation. This phase will take approximately 1 week.

4.1 Market Summary

Consultants shall combine findings of all project work to present a final report to the Client. This final report will include all sections above and their associated analyses including charts, tables, maps, methods of analysis, and data sources.

Deliverable: final market summary

Total project timing is an estimated 7 weeks following the execution of our agreement.

HOUSING ACTIVATION STUDY

Item 5.

Created for:
Mount Vernon, Texas



OUR UNDERSTANDING

The City of Mount Vernon is seeking to better understand the opportunity for housing in context of the planning work that has been conducted on the property on the NEC of Interstate 30 and Highway 37.

With increased employment and migration, Texas is experiencing an increase in residential and commercial development.

The City desires a data-driven approach to explore the viability for increased development and types of product suitable for the proposed development.

The City desires to achieve the following priorities:

- Understand the local and regional development patterns, with an emphasis on single family.
- Explore the capacity for additional residential housing.
- Have a data-backed justification for decision making and policies regarding various housing types.



OUR TEAM



JOHN LAND, CEO+OG

20 year career in municipal government

14 years as a Chamber of Commerce executive

2 Time Top 10 Dallas Business Journal Deal Maker

Winner of the North Central Texas Council of Governments CLIDE Award

Credited for recruiting, retaining and/or expanding 2,200,000 + sf of office and industrial space

Recruited Christus Healthcare to Mount Pleasant, Tx

Negotiated 35 Acre Market Street anchored retail development in Princeton, Texas

Currently serving as Princeton's contract Deputy City Manager



Catalyst

Jason Claunch

President

We develop economic development solutions that build “Complete Communities.” We have completed more than 500 economic development projects and completed more than 1,000 transactions that created more than \$1B in new value for our clients and their communities



The Team

With over 30 years experience, our staff offers a unique blend of expertise as consultants, brokers, and developers. We believe our hands on experience and knowledge of the public and private sector is instrumental in the success and services we offer.

Chris Branham

Sr. Consultant

Chris Branham is a seasoned Senior Economic Development Specialist with over 10 years of experience in driving sustainable economic growth and prosperity. With a comprehensive background in business geography and economics, Chris has developed a deep understanding of economic dynamics and strategies to foster thriving communities.



APPROACH



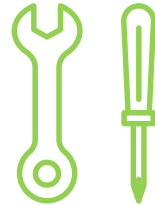
ASSESS

Using secondary and primary research, and other economic data we discover the gaps and issues impacting economic sustainability and vitality.



ADVISE

Using local data, national trends, and other economic data we examine initial findings using a variety of filters to validate our recommendations.



ASSIST

Our reports include detailed descriptions that can inform policies, regulations, and actions that can advance municipal goals.

THANK YOU!

John Land
CEO
North Shore Solutions
john@northshore.solutions
www.northshore.solutions



NORTH SHORE
S O L U T I O N S

CITY OF MOUNT VERNON
 PROPOSED BUDGET WORKSHEET
 AS OF: APRIL 30TH, 2024

Item 6.

05 -EDC
 300 EDC

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	2022-2023 ACTUAL	----- 2023-2024 -----)		2024-202 PROPOSE BUDGET
					CURRENT BUDGET	Y-T-D ACTUAL	
05-5300.001 WAGES/CONSULTANT	22,018	12,160	45,691	63,000	70,000	0	70,000
05-5300.002 COMPUTER	205	2,692	2,892	470	500	0	500
05-5300.003 PROMOTIONAL/MARKETING	6,413	1,680	117	21,956	5,000	5,301	3,000
05-5300.004 POSTAGE	7	6	13	1	100	0	100
05-5300.005 AUDIT EXPENSE	0	0	1,000	1,000	1,000	0	1,200
05-5300.007 LEG. OUTREACH	0	0	0	0	0	0	0
05-5300.008 SCHOLORSHIP	2,000	2,000	2,000	2,000	2,000	0	2,000
05-5300.009 PUBLICATIONS	373	0	0	500	0	0	0
05-5300.010 ATTORNEY FEES	7,700	3,650	8,400	1,731	10,000	0	10,000
05-5300.011 WEBSITE	201	0	0	5,993	500	0	500
05-5300.012 HIST. FACADE GRANT	20,000	20,000	20,000	20,000	0	0	0
05-5300.014 DISCRETIONARY FUNDS	0	0	0	0	0	0	0
05-5300.017 ADVERTISING/PUBLIC NOTICES	158	302	302	0	500	0	500
05-5300.018 BUSINESS INCENTIVES	15,000	980	1,234	3,411	5,000	2,400	10,000
05-5300.019 RENTAL ASSISTANCE PROGRAM	5,000	1,000	0	0	15,000	1,800	10,000
05-5300.020 JOB CREATION INCENTIVE	0	0	0	0	10,000	0	10,000
05-5300.021 EXISTING BUS. STRUCTURE	100,000	16,344	0	16,299	25,000	0	25,000
05-5300.022 SPECIAL PROJECT	0	21,450	100,000	0	0	0	300,000
05-5300.023 MAIN STREET ONGOING	10,000	10,000	10,000	10,000	10,000	0	10,000
05-5300.024 BUSINESS RETENTION	0	0	0	0	15,000	0	15,000
05-5300.025 UNEMPLOYMENT EXP (TEC)	0	0	0	0	300	0	300
05-5300.026 BUSINESS RECRUITMENT	0	0	0	0	0	0	0
05-5300.027 DUES	0	1,050	525	0	1,000	0	1,000
05-5300.028 BUS ANALYTICS	0	0	0	0	0	0	0
05-5300.029 INFRASTRUCTURE	75,000	70,000	70,000	966,050	70,000	0	70,000
05-5300.030 SPLASH PAD	100,000	0	0	0	0	0	0
05-5300.031 CAPITAL OUTLAY	0	0	0	0	0	0	0
05-5300.032 SOCIAL SECURITY (FICA)	1,474	0	0	0	12,508	0	12,508
05-5300.033 MEDICARE	347	0	0	0	1,015	0	1,015
05-5300.034 TML INSURANCE	2,491	0	0	0	0	0	0
05-5300.035 RETIREMENT (TMRS)	1,950	0	0	0	9,100	0	9,100
05-5300.037 TELEPHONE	652	667	606	457	750	0	750
05-5300.042 SCHOOL/TRAINING/TRAVEL	748	42	79	69	1,000	0	2,000
05-5300.044 SUPPLIES	403	298	651	891	600	0	600
05-5300.053 LONGEVITY	0	0	0	0	0	0	0
05-5300.075 TMRS-PENSION COST AUDITORS	0	0	0	0	0	0	0
05-5300.999 PRIOR PERIOD ADJUSTMENTS	0	0	0	0	0	0	0
TOTAL 300 EDC	372,139	164,322	263,510	1,113,829	265,873	9,501	
TOTAL EXPENDITURES	372,139	164,322	263,510	1,113,829	265,873	9,501	
REVENUE OVER/(UNDER) EXPENDITURES	(39,119)	196,310	205,789	(720,501)	169,127	293,001	