



ECONOMIC DEVELOPMENT CORPORATION MEETING

Thursday, August 13, 2026 – 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.

AGENDA

Call to Order

The Chair will determine that a quorum is present and Call the meeting 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 make a statement of factual information. Claims against the Board or employees, as well as individual personnel appeals are not appropriate for citizens' forum.

Consent Agenda

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

1. Called Meeting Minutes - June 29, 2026

Public Hearing

2. The purpose of this hearing is to hear evidence for or against a request made by Black Dog Deli and Travis Boulware and Sarah Ivy Catering, to provide assistance with Existing Business Structure Assistance, Graduated Rental Assistance, Job Creation/Retention Incentives for the business located at 410 W I-30 Frontage Rd, Mount Vernon, Texas, 75457.
3. The purpose of this hearing is to hear evidence for or against a request made by The Ranch Fitness, LLC, to provide assistance with Existing Business Structure Assistance, for the business located at 204 E Main Street, Mount Vernon, Texas, 75457.

Items to be Considered

4. Consider request made by Black Dog Deli and Travis Boulware and Sarah Ivy Catering, to provide assistance with Existing Business Structure Assistance, Graduated Rental Assistance, Job Creation/Retention Incentives for the business located at 410 W I-30 Frontage Rd, Mount Vernon, Texas, 75457
5. Consider request made by The Ranch Fitness, LLC, to provide assistance with Existing Business Structure Assistance, for the business located at 204 E Main Street, Mount Vernon, Texas, 75457.

Board Member Reports and Discussion

6. Discuss upcoming projects and goals

Adjourn

Notes to the Agenda

The Economic Development Corporation Board of Directors 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 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:

Date_____ Time_____

Angie Pike,

City Secretary



ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING

Monday, June 29, 2026 – 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 at 6:01 pm

Present: President Mark Sachse, Members Jeff Byrnes, Gabe Sharp, Don Huffstetler

Absent: Vice-President Julia Munoz, Members Kevin Anthony, Kristin Scott

Public Comment

Consent Agenda

1. Minutes - EDC Meeting - 05/14/2026

*Motion made to approve by Member Huffstetler, seconded by Member Sharp
All in favor, none opposed*

Public Hearing

The purpose of this hearing is to hear comments for or against a request made by the The Spot Pizza & Pub, to provide Existing Business Structure Assistance for the business located at 114 Houston Street, Mount Vernon, Texas, 75457

Public Hearing Opened at 6:04 pm

Robert Rosales explained the necessary repairs which include repairs to the existing roof to address leaks, and an air conditioning unit that went out.

Public Hearing Closed at 6:11 pm

Items to be Considered

2. Consider Pape Dawson Proposal

City Administrator discussed the proposal with the board. Members expressed concern over the contract format, requesting that the specific areas be broken down into a more finite pricing level. Board members also requested that the clients be a three-party source; with representatives from the three participating entities; the EDC, City Council and the Industrial Foundation.

Motion made to approve the agreement with Pape Dawson, for no more than \$15,000 from the EDC, contingent upon defined, maximum costs for the separate projects and that the client named be the three participating entities made by Member Huffstetler, seconded by Member Byrnes

3. Consider Application for Existing Business Structure Incentive for The Spot Pizza & Pub, for the business located at 114 Houston Street, Mount Vernon, Texas 75457

Board members discussed the overall project cost and improvements to the building.

Item 1.

*Motion made to approve the reimbursement in the amount of \$8500.00 by Member Sharp, seconded by Member Huffstetler
All in favor, none opposed*

Discussion Items

4. Discussion regarding revisions to current Incentive Application

City Administrator highlighted the key differences in the current application and the proposed draft.

5. Purple Tiger EDC Assistance Application

City Administrator explained the aspects of the request, indicating that he would like some guidance from the board on how they would like him to proceed with the applicant. Board members will consider this and the item will be brought back to the board at a later meeting.

Adjourn

Motion to adjourn at 7:12 pm

*Motion made to adjourn at 7:12 pm, by Member Byrnes, seconded by Member Huffstetler
All in favor, none opposed*

Approved:

Attest:

Mark Sachse, Board President

Angie Pike, City Secretary

Mount Vernon Economic Development Corporation

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

Application for Economic Development Assistance

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

Travis Boulware / Black Dog Deli and Travis Boulware and Sarah Ivy
Catering

Business Type

Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Other ☐
(Please Explain and provide proof)

Date of Business Establishment-
10/01/2023

Mailing Address (Business Headquarters) 215 Yates St.

City Mount Vernon

State TX

Zip Code 75457

Phone Number

Fax Number N/A

Applicant's Representative N/A

Title N/A

Mailing Address (if different from above) N/A

City N/A

State N/A

Zip Code N/A

Phone Number N/A

Fax Number N/A

Email Address N/A

Additional Authorized Representative Title **N/A**
N/A

Mailing Address (if different from above) **N/A**

City **N/A**

State **N/A**

Zip Code **N/A**

Phone Number **N/A**

Fax Number **N/A**

Email Address **N/A**

Project Information

Description of the Project

NAICS Code **722513**

NAICS Code Description (if multiple
 please list all that apply) **N/A**

Property Address **410 W I-30 Frontage
 Rd., Mount Vernon, Texas, 75457**

Legal Description (attach if necessary)

Is this Project inside the City limits?

☒ Yes

☐ No

Is this Project in the Historic District?

☐ Yes

☒ No

If Yes, does this Project require
 approval from the Landmark
 Commission?

☐ Yes

N/A

☐ No

Date of Landmark Commission Review

Will this Project generate sales tax?

☐ Yes

N/A

☐ No

What is your taxpayer ID?

[REDACTED]

Anticipated Total Sales

Year 1	Year 2	Year 3	Year 4	Year 5
\$318,426.00	\$477,639.00	\$525,402.00	\$551,672.00	\$579,672.00
Anticipated Total Taxable Sales (excludes items that are exempt from sales tax)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$318,426.00	\$477,639.00	\$525,402.00	\$551,672.00	\$579,672.00

Does this Project create or retain jobs? ☒ Yes

☐ 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)
7/3	9/4	10/5	10/5	10/5
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)
Average Annual Salary				

Does the applicant own or lease the property associated with this Project? Own Lease

Property Owner Information, if leased

Property Owner Name KYLE MORRIS

Property Owner Phone Number

Property Owner Email

Property Owner Address

City

State

Zip Code

Lease Amount \$2,500.00 Period (Annually/Monthly) MONTHLY

PROOF OF LEASE WILL BE REQUIRED

Current Appraised Value of Property

Are all Property Taxes Paid on this Property? Yes No

If No, please explain

Are Improvements being made to the Property? Yes No

Estimated Cost of Improvements to be Made

Anticipated Construction Start Date

Anticipated Construction Completion Date

Description of Improvements to be Made

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

Please indicate any of the following that you have consulted on this Project
(check as many as apply)

Ark-Tex Council of
Governments
Franklin County
Chamber of
Commerce

North Texas
Community College

Texas Workforce
Commission

Franklin County

Local Workforce
Board

Small Business
Development
Administration

Other, Please specify below and provide written documentation

Please indicate the Economic Development Assistance Programs for which you
would like to apply (check as many as apply)

Graduated Rental
Assistance
Job Creation/
Retention Incentives
Business Retention
Assistance

Existing Business
Structure Assistance
Business Recruitment
Incentives

Guidelines and Descriptions of each Incentive Are Provided as an Appendix to this Document.

Attachments That Will Be Required
Plat/Map/Elevations of
Project

Renderings/Plans for
Improvements

Copies of Required
Permits
Financial Reports for
previous years

Tax Certificate

Property Owner's
Certification

Business Plan

IRS Reporting

Proof of Property
Ownership or Lease
Agreement
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

- Completed application must be returned to the EDC office at Mt. Vernon City Hall prior to work commencing.
- For projects involving incentives between \$1.00 - \$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.
- 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.
- 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 _____ day of _____, 20____

(Print Authorized Representative Name)

(Applicant Signature)

Appendix A: Property Owner's Certification

Property Owner Name

Property Owner Phone Number

Property Owner Email

Property Address

City

State

Zip Code

Lease Amount

Period (Annually/
Monthly)

Anticipated Construction Start Date

Anticipated Construction Completion

Date

Description of Improvements to be Made

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

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:

- Business must be in Mount Vernon.
- Business must be a For Profit business.
- Owner or shareholders do not count as 'new hires.'
- 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.
- Mount Vernon Economic Development Corporation must approve all applications before business engages 'new hires.'
- Business owners or shareholders cannot be employed by Mount Vernon Economic Development Corporation or City of Mount Vernon.
- Business name on application must be identical to the name listed on all documents required to engage in business, including business tax receipts.
- 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.

- 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.
- 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.'

Black Dog Deli

1. Executive Summary

Black Dog Deli is a premium deli and catering company located in Mount Vernon, TX, dedicated to the philosophy of "Whole Ingredients, Real Food.," with a focus on global flavors fused with Southern techniques. We serve local professionals, lake residents, and visitors with scratch-made meals. Beyond food, our mission is dual-purpose: to reinvest profits into the Franklin County community and to serve as a "teaching kitchen" for local youth, providing hands-on experience in culinary arts and entrepreneurship.

2. Company Overview

- **Mission:** To nourish and introduce Mount Vernon to new flavors, through honest and approachable food, community service, and mentorship.
- **Legal Structure:** DBA
- **Location:** The I-30 corridor for a much needed casual dining experience on the south-side of town, with quicker access to the lake communities.
- **The "Real Food" Promise:** No highly processed fillers, seed oils, or artificial preservatives. We focus on "S3S" (sourced 3 sides) sourcing—meaning our ingredients are intentionally sourced, whole, and prepared in-house.

3. Market Analysis

- **Target Segment 1: Local Business & Government.** The blue collar workers, banks, local P.D., school campus, and local shops need reliable, high-quality dining options and "box lunch" catering for meetings and events.
- **Target Segment 2: The Lake Community.** Residents at Lake Cypress Springs and Lake Bob Sandlin often seek premium, "grab-and-go" catering for weekend hosting, boat outings, and private dinners.
- **The Gap:** While Mount Vernon has traditional fast-food dining, there is a shortage of "clean label" deli options that offer both sophisticated global flavors and a social mission.

4. Products & Services

- **The Deli:** Heritage-breed smoked meats (house-cured meats), artisan breads, global flavors, and vibrant salads.
- **Wedding Catering:** Able to feed large groups while maintaining a high standard of service and quality (200+ ppl)
- **Business Catering:** "The Boardroom Menu"—curated sandwich platters, seasonal sides, and house-made sweets delivered to Mount Vernon offices.
- **Lake Provisions:** "Boat Bags" and "Weekend Cooler Packs"—pre-chilled, high-end meals designed for easy transport to the water or enjoyed as an "In Home Chef" experience
- **Education Program:** A structured internship for high school students covering:
 - **Culinary:** Knife skills, food safety (ServSafe), and scratch cooking.
 - **Management:** Inventory, NAICS coding, P&L statements, and pride in customer service.

5. Operations Plan

- **Sourcing:** Partnering with regional suppliers (e.g., 44 Farms for beef) to ensure "Whole Ingredient" integrity.
- **Equipment:** High-end commercial tools for efficiency and professional-grade smokers for house-prepared meats.
- **Technology:** Cloud-based POS (e.g., Square) to track growth rates, guest counts, and average check sizes.

6. Community & Social Impact

- **The Give Back Promise:** A fixed percentage of monthly net profit donated to local Mount Vernon charities or "given back" through food giveaways in select housing districts, but open to all (utilizing our food truck)
- **Youth Mentorship:** Unlike a standard part-time job, Black Dog Deli employees under 21 enter a "Junior Partner" track, learning the "why" behind business decisions, and the opportunity to learn from a classically trained Chef.

7. Marketing Strategy

- **Hyper-Local:** Heavy presence at Mount Vernon Community Events and sponsorship of Franklin County school events, as well as, youth sports programs.
- **Digital:** Instagram/Facebook-heavy marketing focusing on the "process"—showing whole primal cuts of meat being prepared and start to finish "behind the scenes" recipes.
- **The "Lake Route":** Targeted Facebook ads for zip codes 75457 and 75480 during peak summer months.

8. Financial Projections

Financial Projections: Year One

Annual Sales Target: \$318,426

Average Monthly Revenue: ~\$26,5351.

Revenue Stream Breakdown:

To hit this number, Black Dog Deli will rely on three distinct "buckets" of income:

- **Deli Counter (Walk-in/Lunch): 55% (\$175,134)**
 - Targeting the business crowd and locals.
 - *Average Check:* \$18.50 (Sandwich, side, drink).
 - *Daily Volume:* Needs ~32 customers per day (based on a 6-day week).
- **Business & Wedding Catering: 25% (\$79,606)**
 - Targeting Local Wedding Venues, the schools, and local medical offices.

- *Average Order:* \$250.00.
- *Monthly Volume:* Needs ~26 catering orders per month (roughly 6 per week).
- **Lake Provisions & Weekend Platters: 20% (\$63,685)**
 - Targeting Lake Cypress Springs/Bob Sandlin (High-volume Thursday–Sunday).
 - *Average Order:* \$325.00.
 - *Weekly Volume:* Needs ~4 orders per week.
- **Growth Goal:** Aiming for a 10–15% year-over-year growth by expanding the catering footprint to Mount Pleasant and Sulphur Springs.



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	
The Ranch Fitness, LLC		Kale Roethle (100% ownership)	
Business Type			
Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Other (Please Explain and provide proof)			
Articles of formation attached			
Date of Business Establishment		MV Gym: 1999 / The Ranch Fitness: 2026	
Mailing Address (Business Headquarters)			
204 E. Main St.			
City		State	Zip Code
Mount Vernon		TX	75457
Phone Number		Fax Number	
[REDACTED]			

Applicant's Representative		Title	
Kale Roethle		Owner	
Mailing Address (if different from above)			
[REDACTED]			
City		State	Zip Code
[REDACTED]		TX	[REDACTED]
Phone Number	Fax Number		Email Address
[REDACTED]			[REDACTED]

Additional Authorized Representative		Title	
Shane Roethle		Father	
Mailing Address (if different from above)			
[REDACTED]			
City		State	Zip Code
[REDACTED]		TX	[REDACTED]
Phone Number	Fax Number		Email Address
[REDACTED]			[REDACTED]

Project Information

Description of the Project				
I intend to do a complete remodel of the interior and exterior of mount vernon gym, which will coincide with the launch of its newly rebranded business to be known moving forward as The Ranch Fitness & Recovery. This will bring our much needed local "lifestyle" based gym up to current demand and attract significant traffic from our surrounding area along with helping to retain the youthful base in our historic downtown. Our new brand was a link to my upbringing on Five Counties Ranch, the appeal of having a TX ranch affiliation of your own, our East TX culture, and also ties local branding w/ the other existing businesses on the square being The Bullpen, The Chophouse and now The Ranch Fitness.				
NAICS Code		NAICS Code Description (if multiple please list all that		
Property Address			Legal Description (attach if necessary)	
204 E. Main St, Mt Vernon TX 75457			Survey Attached	
Is this Project inside the City limits?			X Yes	No
Is this Project in the Historic District?			X Yes	No
If Yes, does this Project require approval from the Landmark Commission?			X Yes	No
Date of Landmark Commission Review				
Will this Project generate sales tax?			X Yes	No
What is your taxpayer ID?			[REDACTED]	
Anticipated Total Sales				
Year 1	Year 2	Year 3	Year 4	Year 5
\$176,683	\$181,984	\$187,443	\$193,067	\$198,859
Anticipated Total Taxable Sales (excludes items that are exempt from sales tax)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$176,683	\$181,984	\$187,443	\$193,067	\$198,859

Does this Project create or retain jobs?		☒ Yes			☐ 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)		
1	1	1	1	1		
Average Annual Salary						
\$11,250	\$11,250	\$11,250	\$11,250	\$11,250		
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)		
4	4	4	4	4		
Average Annual Salary						
\$5,213	\$5,213	\$5,213	\$5,213	\$5,213		
Does the applicant own or lease the property associated with this Project?		☒ Own ☐ Lease				
Property Owner Information, if leased						
Property Owner Name		NA				
Property Owner Phone Number		NA				
Property Owner Email		NA				
Property Owner Address		NA				
City			State	Zip Code		
Lease Amount	NA		Period (Annually/ Monthly)		NA	

PROOF OF LEASE WILL BE REQUIRED

Current Appraised Value of Property	Gym building appraisal value of \$410,000.00 (Not emporium or private residence)
Are all Property Taxes Paid on this Property?	☒ Yes ☐ No
If No, please explain	
Are Improvements being made to the Property?	☒ Yes ☐ No
Estimated Cost of Improvements to be Made	\$551,063.75
Anticipated Construction Start Date	July 25, 2026
Anticipated Construction Completion Date	August 6, 2026
Description of Improvements to be Made	

Phase 1 Exterior Renovation:

1. Replace shingled roof with black standing seam metal roofing and new membrane.
2. Develop new modern entrance with large steel door and stone facade.
3. German smear existing brick exterior
4. Paint new branded Ranch Fitness logo mural on old blue wall (faces West on Emporium exterior wall)
5. Incorporate steel planters, and pipefence along Houston and Scott Streets.

Phase 1 Interior Renovation:

1. Remove suspended ceilings, completely replace HVAC ductwork for sleek modern look and paint exposed ceilings and HVAC ductwork flat black.
2. Grind floors to porous material and apply custom Metallic Epoxy paint. We will add an indoor turf strip and new rubber interior sections where free weights and weight loading equipment apply.
3. Update security cameras and NVR to new Ubiquiti security systems w/ new cabling.
4. Remove cardio room wall to extend the gym all the way to the south exterior wall and open current massage room wall for free flow (no door)
5. Update bathroom tile in all locker-room spaces, install new vanities, new stall doors, new urinals, fixtures, vanities, quarts counters, electric hand dryers and new toilets.
6. Convert the current office into recovery rooms that include cold tubs, sauna's, red light therapy and massage in each of the 3 rooms.
7. Update all the main gym interior lighting to modern solutions, along with Big A\$\$ Fans and new mirror designs, with tongue and groove wainscoting and accent walls, with a cedar pergola entry on recovery spaces, chandelier and soft seating waiting and membership discussion space.
8. All new cardio, dumbbell and workout equipment throughout the gym has been secured via deposit and contracts. Some of the old will remain and get refurbished but most will be new purchase. Three separate vendors quotes attached.
9. Arched mirror solutions around the gym, all new TV's throughout, and tongue and groove wainscoting and accent walls with faux fireplace finish out the entire gym.

Phase 2 will consist of asphalt parking application, new curbing, exterior steel planters, pipe fence border, converting the emporium into a Pilates/yoga studio with heating systems for hot sessions and a new roof membrane.

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

Please indicate any of the following that you have consulted on this Project (check as many as apply)			
☐	Ark-Tex Council of Governments	☐	Franklin County
☐	Franklin County Chamber of Commerce	☐	Local Workforce Board
☐	North Texas Community College	☒	Small Business Development Administration
☐	Texas Workforce Commission	☐	
Other, Please specify below and provide written documentation			

Please indicate the Economic Development Assistance Programs for which you would like to apply (check as many as apply)			
☐	Graduated Rental Assistance	☒	Existing Business Structure Assistance
☐	Job Creation/Retention Incentives	☐	Business Recruitment Incentives
☐	Business Retention Assistance	☐	
Guidelines and Descriptions of each Incentive Are Provided as an Appendix to this Document.			

Attachments That Will Be Required			
X	Plat/Map/Elevations of Project		Renderings/Plans for Improvements
	Copies of Required Permits	X	Business Plan
X	Financial Reports for previous years		IRS Reporting
X	Tax Certificate	X	Proof of Property Ownership or Lease Agreement
X	Property Owner's Certification	X	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 \$1.00 - \$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.northeasttxsbd.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 3rd day of July, 2026

Kale Roethle
(Print Authorized Representative Name)


(Applicant Signature)

Appendix A: Property Owner's Certification

Property Owner Name	The Ranch Fitness, LLC / Kale Roethle
Property Owner Phone Number	[REDACTED]
Property Owner Email	[REDACTED]
Property Address	204 E. Main St. Mt Vernon, TX 75457

City		State	Zip Code
Lease Amount		Period (Annually/ Monthly)	

Anticipated Construction Start Date	July 25, 2026
Anticipated Construction Completion	August 5, 2026
Description of Improvements to be Made	
See above detail and inspiration photos and attached scope of work from Chameleon Contractors.	

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

____7/3/26____
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.'

BUSINESS PLAN

Mount Vernon Gym

204 Main St, Mt. Vernon, TX 75457
10,000 Square Feet | Est. 25+ Years

Kale Roethle

1. Executive Summary

This business plan outlines the acquisition and remodel of Mount Vernon Gym, a well-established fitness facility located at 204 Main St, Mt. Vernon, TX 75457. The gym has served the local community for over 25 years and occupies approximately 10,000 square feet of commercial space.

The facility will undergo a comprehensive renovation, complete rebrand, and aggressive marketing campaign designed to modernize the member experience, introduce new revenue streams, and rapidly grow the membership base.

The gym has demonstrated stable revenue performance, averaging \$176,683 annually over the past three years (2023–2025). Under new ownership, the business plan targets revenue

growth through facility upgrades, the addition of a premium recovery area, expanded class offerings, a dedicated turf training area, and an aggressive regional marketing campaign anchored by a grand opening event.

The acquisition represents a compelling opportunity: a proven, cash-flowing business in a market with limited competition, paired with a capital improvement plan that positions the gym as the premier fitness destination in the region.

2. Business Overview

2.1 Business Description

Mount Vernon Gym is a full-service fitness facility that has operated continuously for over 25 years at 204 Main St in Mt. Vernon, Texas. The business encompasses approximately 10,000 square feet of space, including the main gym floor, group fitness studio, locker rooms, office space, and the adjacent Emporium living space. The facility is being acquired as a turnkey operation, including all equipment, fixtures, member contracts, and goodwill.

2.2 Legal Structure

The business will operate as a [LLC / sole proprietorship — to be finalized prior to closing]. The acquisition is structured as an asset purchase, transferring ownership of all tangible and intangible business assets.

3. Management & Ownership

3.1 Owner Profile

I (Kale Roethle) bring a lifelong passion for fitness and practical business experience to this acquisition. Having trained extensively at gyms across the country, I have a deep understanding of what makes a gym operate well—from equipment selection and floor plan layout to member experience and community atmosphere.

I have worked alongside my father in his personal real estate rental business since its inception, gaining valuable hands-on experience in property management, tenant relations, financial oversight, lease negotiations, and capital improvement planning. This background provides a strong foundation for managing the operational and financial aspects of the Mount Vernon Gym.

I am completing my degree in Agricultural Business with a minor in Natural Resources, graduating December 2026. My coursework in business management, sales + marketing,

financial analysis, and resource management directly supports the analytical and strategic demands of business ownership.

A key financial advantage: I will be living at home rent-free following graduation, eliminating personal housing costs and allowing myself to reinvest more heavily into the business during the critical first years of ownership.

Outside Income — Short Term (Summer 2026):

Full-time at Five Counties Ranch as a habitat manager at \$24/hr. On weekends, I will work with Bolin Xcavations on the White Oak Creek Contract at \$35/hr operating dozer, excavator, and scraper equipment. Both employers are flexible and will allow me to prioritize gym needs as they arise.

Outside Income — Long Term (Post-Graduation):

Following graduation, I plan to move into the gym's on-site residence to maintain a constant presence and hands-on management of the facility. By that time, I will have obtained my personal training certification, adding another revenue stream and deepening my role in daily operations. I will continue to work as needed at Five Counties Ranch and will take over my father's land management company, "32 Drakes with significant growth opportunity.

3.2 General Manager — Amy (current owner)

Amy will serve as the General Manager of Mount Vernon Gym, exchanging the short-term on-site living space for her service in this role. This arrangement provides several key advantages: Amy will share deep operational knowledge of the business through daily involvement, her presence living adjacent to the gym provides built-in security and availability, and the arrangement eliminates the need for a salaried GM position during the early stages of the business. Amy's role will be instrumental in ensuring smooth day-to-day operations while I focus on growth strategy, renovations, and building the brand. We are working on a roughly 6 month transition time with Amy being the available mentor and GM. After they are moved out and I am back full time I will move in and take over as onsite manager.

4. Market Analysis

4.1 Location & Market

The gym's location on Main Street provides high visibility and easy access for local residents. As the primary fitness facility in the area, Mount Vernon Gym benefits from limited direct competition—the nearest comparable gyms require a significant

drive, creating a strong local monopoly effect.

The 6,000-square-foot facility is well-positioned to serve as a community hub, and the planned renovations will further differentiate it from any regional competitors. Small-town gym economics favor facilities that build deep community ties and offer a complete fitness experience under one roof.

4.2 Competitive Advantage

- Only full-service gym in the immediate Mt. Vernon area—limited local competition
- 25+ years of established brand recognition and community trust
- Comprehensive facility (after remodel): cardio, strength, free weights, Pilates fitness studio, recovery room, massages, and turf training area.
- Recovery room amenities (saunas, cold tubs, red light therapy, etc.) currently not offered by any nearby facility
- Grand opening and marketing campaign designed to capture attention across the broader region, not just Mt. Vernon
- I will own an entire city block immediately on the square which in Texas is the ultimate small town business locale

5. Growth Strategy & Renovation Plan

The core thesis of this acquisition is that Mount Vernon Gym is a stable, proven business with great untapped potential. The facility has operated successfully for 25+ years with minimal marketing and no major renovations. A targeted capital improvement plan paired with new revenue streams and a professional marketing effort can transform the gym into a modern, premium fitness destination.

5.1 Complete Facility Renovation

The gym will undergo a comprehensive renovation designed to modernize every aspect of the facility. The renovation will be executed during a planned one-week shutdown during a slow period, with a full crew ready to complete the work efficiently and minimize business disruption.

Interior Renovation

- New gym floor plan with optimized equipment layout, improved traffic flow, and dedicated zones for cardio, strength, free weights, functional training, and recovery
- Interior ceiling remodel to create an open, modern feel with

improved ventilation

- Complete flooring epoxy throughout the facility and a large turf strip.
- Updated lighting throughout to create a modern, energizing training atmosphere
- New wall/mirror designs throughout the facility.
- Bathroom renovations
- New ceiling fans and upgraded HVAC airflow
- New TVs and entertainment system throughout the gym floor
- Dedicated lounging area for members
- Updated security system inside and out

Exterior Renovation

(I have preliminarily met with Brad Hymen about partnering on getting tesla superchargers in the parking lots (to promote some EV traffic in the square) and met with the EDC for an exterior façade grant and they were excited to share they have funding to help contribute to my exterior remodel as well.

- Complete exterior paint refresh
- New front roof design
- Professional wall mural
- New signage and branding
- Overall façade revamp to create strong curb appeal and communicate the new ownership and direction

5.2 New Revenue Stream: Recovery Room

A dedicated recovery room will be added to the facility, representing an entirely new revenue stream that does not currently exist. Recovery and wellness services are among the fastest-growing segments in the fitness industry, and no facility in the Mt. Vernon region currently offers these amenities.

The Recovery Room will feature:

- Sauna(s) for heat therapy and relaxation
- Cold plunge tub(s) for contrast therapy and athletic recovery
- Red light therapy panels for muscle recovery, skin health, and overall wellness
- Vibration plates for warm-up, recovery, and rehabilitation
- Massage table for the current masseuse who rents space at the gym, consolidating wellness services into one dedicated area

This room can be monetized through premium membership tiers, day passes, or a separate monthly add-on fee, providing recurring revenue with minimal ongoing operational costs once equipment is installed.

5.3 Turf Training Area

An approximately 12-foot by 60-foot section of indoor turf will be installed, adding a functional training and athletic conditioning zone that the current gym completely lacks. This addresses a significant gap in the facility's offerings and appeals to athletes, sports teams, personal trainers, and members interested in sled pushes, sprints, agility drills, and functional movement training.

Indoor turf areas are a proven differentiator for gyms seeking to attract a broader demographic, particularly younger members and competitive athletes.

5.4 New Equipment & Floor Plan

The gym's equipment inventory and floor plan will be redesigned to fill gaps in the current offering and create a more complete training environment:

- New cardio machines, including specialty pieces (curved belt treadmill, Stairmaster, air bike) to complement existing Precor equipment
- Additional free weight inventory and upgraded dumbbell sets
- New weightlifting racks and platforms to expand the strength training capacity
- Optimized floor plan that creates clear zones: cardio, strength machines, free weights, functional/turf, recovery, and group fitness

A detailed inventory of equipment and valuation will be included with this business plan.

5.5 Expanded Group Fitness Classes

The renovated yoga/group fitness studio will support an expanded class schedule, including:

- Continued yoga classes
- Mat Pilates—a high-demand, low-equipment class offering
- Reformer Pilates (under consideration)—a premium class offering with strong pricing power
- Additional class formats as member demand dictates

Group fitness is a proven member retention driver and creates community within the gym, reducing churn and increasing lifetime member value.

5.6 Grand Opening & Marketing Strategy

The ownership transition and renovation will culminate in a professionally executed grand opening event designed to generate maximum regional awareness:

Grand Opening Event

- Timed to follow the one-week renovation shutdown after a test trial week.
- Meet-and-greet at the newly renovated facility for the community to experience the transformation firsthand
- Partnerships with local businesses for cross-promotion and event sponsorship
- Founding membership specials to drive immediate sign-ups and lock in early revenue
- Grand opening sign-up incentives to convert visitors into paying members on the spot

Marketing Campaign

- Full marketing campaign launched before and during the grand opening to build anticipation
- New website launched at or shortly after closing to establish a modern online presence
- Regional outreach—targeting not just Mt. Vernon but surrounding communities
- Social media presence, local advertising, and community engagement

The previous owners have stated that they have not paid to advertise in years. This represents a significant untapped growth area—the gym has maintained its status purely through word of mouth and its established reputation. A big marketing effort is expected to meaningfully accelerate membership growth.

6. Financial Overview

6.1 Historical Revenue

The gym has demonstrated stable, consistent revenue over the most recent three-year period:

Year	Annual Gross Revenue	Monthly Average
2023	\$176,017	\$14,668
2024	\$173,392	\$14,449
2025	\$180,642	\$15,054
3-Year Average	\$176,683	\$14,724

Revenue has been stable with modest upward trajectory in 2025. The business has achieved this performance with no active marketing effort, suggesting meaningful room for growth with even basic marketing and the planned facility improvements.

6.4 Revenue Growth Potential

Multiple levers exist to drive revenue growth beyond the historical baseline:

- Recovery Room add-on revenue: premium memberships, day passes, or monthly add-on fees for sauna, cold plunge, red light therapy, and vibration plate access
- Expanded class schedule: Mat Pilates and potentially Reformer Pilates drive incremental class fees and attract new members
- Grand opening founding memberships: immediate membership surge from the relaunch event
- Marketing-driven growth: the gym has not had a marketing plan in many years—even modest advertising in a low-competition market should yield meaningful results
- Improved facility attracting members from surrounding communities who currently drive to more distant gyms or have no gym membership at all
- Turf training area attracting athletes, sports teams, and trainers who had no reason to use the gym before
- Fee structure for personal training and massage services: the current owners have always traded services for training and massages, collecting no fees for these activities. Under new ownership, a proper fee structure will be implemented for all personal training sessions and massage appointments, capturing revenue that has gone uncollected

CHAMELEON CONTRACTOR LLC

THE RANCH GYM PREMIUM DESIGN-BUILD COMMERCIAL RENOVATION PROPOSAL

Executive Summary

This proposal outlines the complete design-build renovation of The Ranch Gym into a modern fitness and wellness destination. Chameleon Contractor LLC will provide complete project management, scheduling, coordination of all trades, permit management, quality control, and turnkey completion.

Project Budget Summary

Item	Description	Amount
1	Commercial Epoxy Flooring	\$56,000
2	HVAC System Upgrades	\$14,550
3	Electrical Upgrades	\$30,330
4	Black Standing Seam Metal Roofing	\$18,960
5	German Smear Exterior Finish	\$13,480
6	Bathroom Renovation	\$17,800
7	Signature Grand Entrance & Architectural Façade	\$19,840
8	Interior Paint & Texture	\$9,400
9	Commercial Vinyl Flooring	\$4,500
10	Move & Reinstall Gym Equipment	\$3,500
11	Demolition & Dumpster	\$10,000
12	Plumbing	\$12,400
13	Commercial Mirror Installation	\$4,000
14	Commercial Cedar Saunas	\$20,000
15	Four Vanity Countertops & Built-In Sinks	\$9,500
16	Architectural Wainscoting & Accent Walls	\$22,500
17	Interior Architectural Pergola & Member Lounge	\$7,800

TOTAL PROPOSED CONTRACT VALUE: \$274,560.00

Commercial Epoxy Flooring

Contract Amount: \$56,000

Detailed Scope of Work

- Mechanically grind and profile the existing concrete slab to achieve the proper surface profile.
- Repair cracks, joints, and minor surface imperfections before coating.
- Perform moisture testing where required.
- Apply primer, commercial-grade epoxy base coat, broadcast media if specified, and protective clear topcoat.
- Protect completed flooring until fully cured and ready for occupancy.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

HVAC System Upgrades

Contract Amount: \$14,550

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Electrical Upgrades

Contract Amount: \$30,330

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Black Standing Seam Metal Roofing

Contract Amount: \$18,960

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

German Smear Exterior Finish

Contract Amount: \$13,480

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Bathroom Renovation

Contract Amount: \$17,800

Detailed Scope of Work

- Selective demolition of existing restroom finishes as required.
- Install commercial restroom doors and heavy-duty hardware.
- Construct restroom partitions using 3-inch cast iron pipe supports.
- Install partition panels, accessories, and anchoring hardware.
- Install tile, shower finishes, plumbing fixtures, sealants, and trim.
- Complete testing, adjustments, and final cleaning.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Signature Grand Entrance & Architectural Façade

Contract Amount: \$19,840

Detailed Scope of Work

- Construct the signature recessed entrance.
- Furnish and install one custom 6' x 8' commercial entry door.
- Frame oversized opening with structural headers and supports.
- Install black steel columns and cedar architectural accents.
- Frame vaulted ceiling, backing for signage, lighting, and finish carpentry.
- Coordinate installation with standing seam roofing and German smear façade.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Interior Paint & Texture

Contract Amount: \$9,400

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Commercial Vinyl Flooring

Contract Amount: \$4,500

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Move & Reinstall Gym Equipment

Contract Amount: \$3,500

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Demolition & Dumpster

Contract Amount: \$10,000

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Plumbing

Contract Amount: \$12,400

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Commercial Mirror Installation

Contract Amount: \$4,000

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Commercial Cedar Saunas

Contract Amount: \$20,000

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Four Vanity Countertops & Built-In Sinks

Contract Amount: \$9,500

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Architectural Wainscoting & Accent Walls

Contract Amount: \$22,500

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.

Interior Architectural Pergola & Member Lounge

Contract Amount: \$7,800

Detailed Scope of Work

Provide all labor, supervision, equipment, and standard installation materials necessary to complete this portion of the project in accordance with commercial construction standards, manufacturer specifications, and the approved project plans.

Included in Contract

- Project management and supervision
- Permit fees included
- Labor and standard installation materials
- Coordination of subcontractors
- Daily cleanup
- Quality inspections
- Final owner walkthrough

Project Deliverable

Completed installation ready for owner use and integrated into the overall renovation.



CERTIFICATE OF LIABILITY INSURANCE

Item 5.

DATE (MM/DD/YYYY)

07/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL: support@nextinsurance.com ADDRESS:														
INSURED Chameleon Contractors TX LLC 502 S Walnut St Winnsboro, TX 75494	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Next Insurance US Company</td><td>16285</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Next Insurance US Company	16285	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 760805838**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		NXTJK747L7-00-GL	07/03/2026	07/03/2027	EACH OCCURRENCE \$1,000,000.00
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00				
		MED EXP (Any one person) \$10,000.00				
		PERSONAL & ADV INJURY \$1,000,000.00				
					GENERAL AGGREGATE \$1,000,000.00	
						PRODUCTS - COMP/OP AGG \$1,000,000.00
						\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions		NXTJK747L7-00-GL	07/03/2026	07/03/2027	Each Occurrence: \$10,000.00 Aggregate: \$20,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER**CANCELLATION**Chameleon Contractors TX LLC
502 S Walnut St
Winnsboro, TX 75494

LIVE CERTIFICATE

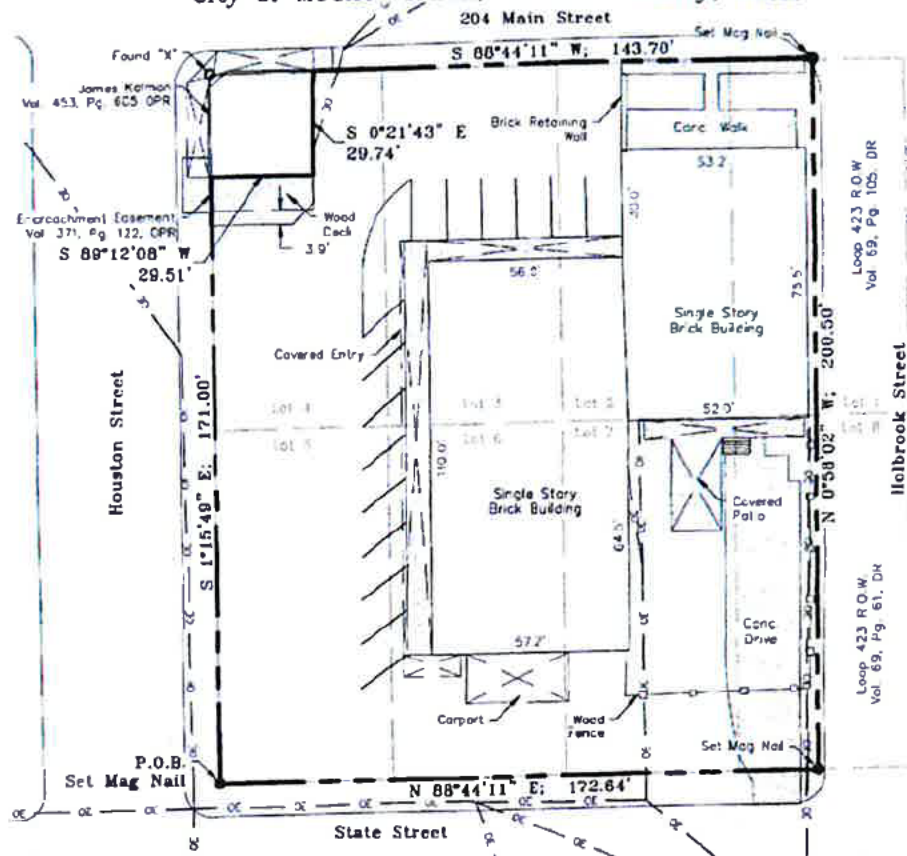


Click or scan to view

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Land Title Survey - 204 Main St., Mount Vernon, Texas
0.777 Acres, Joseph Sloan Survey, A-425
City of Mount Vernon, Franklin County, Texas



Physical Address

204 Main St., Mount Vernon, TX 75457

Field Notes

Briscoe Tract - 0.777 Acres
Joseph Sloan Survey, A-425
Block 6, City of Mount Vernon, Franklin County, Texas

SCALE: 1" = 40'

All of that certain lot, tract, or parcel of land situated in the Joseph Sloan Survey, A-425, Franklin County, Texas, being comprised of Lots 2, 3, 5, 6, 7, and parts of Lots 1, 4, and 8, Block 6 according to the plat of the City of Mount Vernon, as shown on record in Volume C, Page 135, of the Minutes of the Commissioners Court of Franklin County, Texas, and being all of that land described in Deed from Briscoe Land Service to Michael Jeffrey and Amy Lynn Briscoe, dated March 6, 2026, and recorded in Document Number 178087 of the Official Public Records, Franklin County, Texas, and being more particularly described as follows:

BEGINNING at a Mag Nail set at the corner of State Street and Houston Street, for the Southwest corner of the Briscoe Tract, the same being the Southwest corner of Block 6;

THENCE N 88°44'11" E, along the North Right-of-Way of State Street, and the South boundary of said Briscoe Tract, a distance of 172.64 feet to a Mag Nail set on the East Right-of-Way of Holbrook Street (also known as Loop 423) for the Southeast corner of said Briscoe Tract;

THENCE N 0°58'02" W, along the West Right-of-Way of Holbrook Street and the East boundary of said Briscoe Tract, a distance of 200.50 feet to a Mag Nail set on the South Right-of-Way of Main Street (also known as Texas Highway 87) for the Northeast corner of said Briscoe Tract;

THENCE S 88°44'11" W, along the South Right-of-Way of Main Street and the North boundary of said Briscoe Tract, a distance of 143.70 feet to the Northeast existing building corner of a tract described in Deed to James Kalman, dated, and recorded in Volume 453, Page 805, of the Official Public Records, Franklin County, Texas;

THENCE along the existing building walls between said Briscoe and Kalman Tracts, the following two (2) courses:

- 1) S 0°21'43" E, a distance of 29.74 feet;
- 2) THENCE S 89°12'08" W, a distance of 29.51 feet to a point on the East Right-of-Way of Houston Street;

THENCE S 1°15'49" E, along the East Right-of-Way of Houston Street and the West boundary of said Briscoe Tract, a distance of 171.00 feet to the POINT OF BEGINNING, containing 0.777 acres more or less.

Surveyors Notes

1. The bearings on this survey are based on NAD 83, Texas State Plane Coordinates, North Central Zone and GPS Observation
2. This survey is based on Deed from Briscoe Land Service to Michael Jeffrey and Amy Lynn Briscoe, dated March 6, 2026 and recorded in Document Number 178087 of the Official Public Records, Franklin County, Texas.
3. The field survey on which this survey is based was completed on June 10th, 2026.
4. This survey does not constitute a title search by the surveyor.

Certification

I, James A. Kalman, a Registered Professional Land Surveyor in the state of Texas, do hereby certify that this plat is a correct and accurate representation of a field survey conducted by me or under my direct supervision and there are no visible or apparent encroachments or protrusions, except as shown.

[Signature]
James A. Kalman RPLS 6799 for and on behalf of
Cypress Surveying, LLC, Firm Reg #10194858

06-15-2026 Date



Land Title Survey
Many Lots, Block 6, City of Mount Vernon
Michael Jeffrey & Amy Lynn Briscoe
P.O. Box 303
Mount Vernon, TX 75457

Cypress Surveying, LLC.
100 Houston St. South
Mt. Vernon, TX 75457
(903) 537-9240 O • (972) 444-0776 C
info@cypress-surveying.com

REV. DATE:
SCALE: 1" = 40'
DATE: 6/15/2026
SHEET: 1 OF 1
PROJECT: ROTHLE
DFT: GRL