

**NOTICE AND AGENDA OF REGULAR CALLED MEETING  
MOUNT PLEASANT CITY COUNCIL**

**Tuesday, November 19, 2024 at 6:00 P.M.  
501 North Madison, Mount Pleasant, Texas**



**PURSUANT TO CHAPTER 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCIL MEMBERS MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC AT THE ADDRESS POSTED ABOVE AS THE LOCATION OF THE MEETING.**

Under the Americans with Disabilities Act, an individual with a disability must have equal opportunity for effective communication and participation in public meetings. Upon request, agencies must provide auxiliary aids and services, such as interpreters for the deaf and hearing impaired, readers, large print or Braille documents. In determining the type of auxiliary aid or services, agencies must give primary consideration to the individual's request. Those requesting auxiliary aids or services should notify the contact person listed on the meeting several days before the meeting by mail, telephone, or RELAY Texas. TTY: 7-1-1.

The public may participate by joining YouTube: <https://www.youtube.com/@thecityofmountpleasanttexas1157/streams>

**CALL TO ORDER**

**REGULAR AGENDA**

1. Consider Approval of November 5, 2024 and November 13, 2024 Minutes.
2. Public Comments:  
The City Council welcomes citizen participation and comments at all Council meetings. Citizen comments are limited to two minutes out of respect for everyone's time. The Council is not permitted to respond to your comments. The Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 72 hours in advance of the Council meetings. If your comments relate to a topic that is on the agenda, the Council will discuss the topic on the agenda at the time that the topic is discussed and deliberated.
3. Consider accepting the Canvass results of the November 5, 2024 Special Election.
4. Oath of Office for Council Member of Place 1
5. Appointment and Swearing-in of Austin Alvis to replace Darrell Estes as Associate Municipal Judge.
6. Consider Resolution 2024-18 Adopting the Longevity Pay Policy.
7. Monthly Financial Report Ending October 31, 2024
8. Quarterly Investment Report Ending September 30, 2024
9. Consider an Electronic Funds Transfer Policy for the City of Mount Pleasant, Texas
10. Consider pay request #18 from Heritage Construction LLC for work performed at the Southside Wastewater Treatment Plant.
11. Consider pay request #1 for Wicker Construction, Inc. for work performed on the West Loop Wastewater Collection Project.
12. Consider a request from McKenzie Joseck, P.E., on behalf of Mount Pleasant Economic Development Corporation, for approval of a final plat, being a 10.907-acre tract of land, a portion of Mount Pleasant Business Park, situated east of Old Cookeville Road and north of E. 16th Street. FP-2024-06
13. City Manager's Report

**EXECUTIVE SESSION**

**Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, The City Council will recess into executive session (closed meeting) to discuss the following:**

*Deliberations regarding Economic Development Negotiations (Tex Gov't Code 551.087), Deliberations about real property (Tex. Gov't Code 551.072) and Consultation with Attorney (Tex. Gov't Code §551.071).*

*Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074)* related to the management, responsibilities, performance, and business operations of the MPEDC carried out through its Board of Directors, Executive Director and City Council.

Discussion of status of recruitment for City Manager--*Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074)*.

**RECONVENE INTO THE REGULAR SESSION**

**In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.**

15. Consider and possible action on the Amended Development Agreement between the Mount Pleasant Economic Development Corporation and MPX Group LLC concerning the development of a manufacturing facility on land adjacent to the City, proposed to be annexed by the City.

*The City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda as authorized by the Texas Government Code §551.071, (Consultation with Attorney), §551.072, (Deliberations about Real Property), §551.074, (Personnel Matters), §551.076, (Deliberations about Security Devices), §551.087, (economic development negotiations), or any other exception authorized by Chapter 551 of the Texas Government Code.*

**ADJOURN**

I certify the above notice of meeting is a true and correct copy of said notice and that same was posted on the bulletin board of City Hall of the City of Mount Pleasant, Texas, a place readily accessible to the general public at times, by 5:00pm on the 15th of November 2024 and remained so posted for at least 72 hours preceding the scheduled of said meeting.

  
Candias Webster, City Secretary



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Candias Webster, City Secretary

**Department:** Administration

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**Subject:** Consider Approval of November 5, 2024 and November 13, 2024 Minutes.

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**Item Summary:**

This is a Typed copy of the minutes from the November 5, 2024 and November 13, 2024 Minutes.

**Financial Impact:**

N/A

**Recommendation(s):**

motion to Approve the November 5, 2024 and November 13, 2024 minutes

**Attachments:**

[2024.11.05 Regular](#)

[2024.11.13 Special](#)

**STATE OF TEXAS**

**COUNTY OF TITUS**

**CITY OF MOUNT PLEASANT**

The City Council of the City of Mount Pleasant, Texas, after notice posted in the manner, form and contents as required by law, met in Regular Session October 15, 2024, at 6:00PM. at the Council Chambers located at 501 North Madison with the following members present:

	Tracy Craig	-	Mayor
	Sherri Spruill	-	Council Member
	Kelly Redfearn	-	Council Member
	Jonathan Hageman	-	Council Member
	Greg Nyhoff	-	City Manager
	Candias Webster	-	Assistant City Manager/City Secretary
	Lea Ream	-	City Attorney
Absent:	Carl Hinton	-	Mayor Pro-Tem

**CONSIDER APPROVAL OF OCTOBER 15, 2024 REGULAR SESSION MINUTES.**

Motion was made by Council Member Hageman, Second by Council Member Spruill to Approve October 15, 2024 Regular Minutes. Upon a vote, motion carried unanimously.

**MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT**

No action was taken by Council.

**CONSIDER RESOLUTION 2024-16 APPROVING THE TAX ROLL AND TAX LEVY.**

Motion was made by Council Member Hageman, Second by Council Member Spruill to Approve Resolution 2024-16 Approving the Tax Roll and Tax Levy. Upon a vote, motion carried unanimously.

**CONSIDER PAY REQUEST #6 TO SCHNEIDER ELECTRIC FOR WORK ON THE METER REPLACEMENT PROJECT.**

Motion was made by Council Member Spruill, Second by Council Member Redfearn to Approve pay request #6 to Schneider Electric for work on the Meter Replacement Project in amount of \$477,816.52. Upon a vote, motion carried unanimously.

**CONSIDER RESOLUTION 2024-17 ADOPTING THE PROHIBITED TECHNOLOGY POLICY FOR THE CITY OF MOUNT PLEASANT.**

Motion was made by Council Member Redfearn, Second by Council Member Hageman to Approve Resolution 2024-17 Adopting the Prohibited Technology Policy for the City of Mount Pleasant. Upon a vote, motion carried unanimously.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A PRELIMINARY PLAT FOR ANDERSON TOWN CROSSING ADDITION, PHASE ONE, LOT 1, A 12.875-ACRE TRACT OF LAND LOCATED NORTH OF TANKERSLEY ROAD, EAST OF COUNTY ROAD 2010 AND WEST OF U.S. HWY 271. PP2024-05**

Motion was made by Council Member Hageman, Second by Council Member Redfearn to Approve a request from Scott Hart on behalf of Christus Health for approval of a preliminary plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271. PP-2024-05. Upon a vote, motion carried unanimously.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A PD SITE PLAN FOR THE CHRISTUS HEALTH PROJECT IN THE ANDERSON TOWN CROSSING DEVELOPMENT ON LOT 1, PHASE 1. SP-2024-09**

Motion was made by Council Member Redfearn, Second by Council Member Spruill to Approve a request from Scott Hart on behalf of Christus Health for approval of a PD Site Plan for the Christus Health project in the Anderson Town Crossing Development on Lot 1, Phase 1. Upon a vote, motion was carried unanimously.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A FINAL PLAT FOR ANDERSON TOWN CROSSING ADDITION, PHASE ONE, LOT 1, A 12.875-ACRE TRACT OF LAND LOCATED NORTH OF TANKERSLEY ROAD, EAST OF COUNTY ROAD 2010 AND WEST OF U.S. HWY 271. FP-2024-05**

Motion was made by Council Member Spruill, Second by Council Member Hageman to Approve a request from Scott Hart on behalf of Christus Health for approval of a final plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271. FP-2024-05 Upon a vote, motion was carried unanimously.

**STAFF PRESENTATION AND COUNCIL DISCUSSION ON WHETHER TO PROCEED WITH PROPOSED CITY ORDINANCE AUTHORIZING THE ISSUANCE OF LICENSES TO PRIVATE INDIVIDUALS AUTHORIZING THE CONSTRUCTION OF BOAT HOUSES, DOCKS, PIERS, AND CERTAIN OTHER IMPROVEMENTS ON LAKE TANKERSLEY.**

Motion was made by Council Member Hageman, Second by Council Member Redfearn to table this item and add it to a priority list. Upon a vote, motion was carried unanimously.

**CONSIDER AWARDING STREET MATERIALS BID #6-2024**

Motion was made by Council Member Spruill, Second by Council Member Redfearn to Consider Award Street Materials Bid #6-2024. Upon a vote, motion was carried unanimously.

**MONTHLY DEPARTMENT REPORT**

**CONSIDER REOPENING AGENDA ITEMS 6,7, AND 8.**

Motion was made by Council Member Hageman, Second by Council Member Redfearn to Consider re-opening agenda items 6, 7, and 8. Upon a vote, motion was carried unanimously.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A PRELIMINARY PLAT FOR ANDERSON TOWN CROSSING ADDITION, PHASE ONE, LOT 1, A 12.875-ACRE TRACT OF LAND LOCATED NORTH OF TANKERSLEY ROAD, EAST OF COUNTY ROAD 2010 AND WEST OF U.S. HWY 271. PP2024-05**

Motion was made by Council Member Hageman, Second by Council Member Spruill to Approve a request from Scott Hart on behalf of Christus Health for approval of a preliminary plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271 contingent upon TXDOT approval. PP-2024-05. Upon a vote, motion carried unanimously.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A PD SITE PLAN FOR THE CHRISTUS HEALTH PROJECT IN THE ANDERSON TOWN CROSSING DEVELOPMENT ON LOT 1, PHASE 1. SP-2024-09**

Motion was made by Council Member Redfearn, Second by Council Member Hageman to Approve a request from Scott Hart on behalf of Christus Health for approval of a PD Site Plan for the Christus Health project in the Anderson Town Crossing Development on Lot 1, Phase 1 contingent upon TXDOT approval. Upon a vote, motion was carried unanimously.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A FINAL PLAT FOR ANDERSON TOWN CROSSING ADDITION, PHASE ONE, LOT 1, A 12.875-**

**ACRE TRACT OF LAND LOCATED NORTH OF TANKERSLEY ROAD, EAST OF COUNTY ROAD 2010 AND WEST OF U.S. HWY 271. FP-2024-05**

Motion was made by Council Member Spruill, Second by Council Member Hageman to Approve a request from Scott Hart on behalf of Christus Health for approval of a final plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271 contingent upon TXDOT approval. FP-2024-05 Upon a vote, motion was carried unanimously.

**EXECUTIVE SESSION**

**Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, The City Council will recess into executive session (closed meeting) to discuss the following:**

Discussion of possible settlement of Cause No. 43346, Luis and Alma Lozano's Appeal of Special Commissioner's Award, pending in the 76th District Court of Titus County; (Consultation with Attorney §551.071 and Real Estate §551.072)

Discussion of possible resolution of lease negotiations relating to City's lease of 418 North Madison, Mount Pleasant, Texas (Consultation with Attorney §551.071 and Real Estate §551.072)

'Personnel Matters' and 'Consultation with Attorney'; discuss, the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. (Tex Gov't Code 551.074 and 551.071)

Discussion of possible Council Appointees

Discussion of possible settlement of claims against KSA Engineers, Inc. concerning two raw water transfer pumps and motors used at the Bob Sandlin Water Treatment Plant (Consultation with Attorney §551.071)

**RECONVENE INTO THE REGULAR SESSION**

**In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session**

**CONSIDER AND POSSIBLE ACTION ON SETTLEMENT OF CLAIMS AGAINST KSA ENGINEERS, INC. CONCERNING TWO RAW WATER TRANSFER PUMPS AND MOTORS USED AT THE BOB SANDLIN WATER TREATMENT PLANT.**

Motion was made by Council Member Redfearn, Second by Council Member Hageman to Consider the settlement of claims against KSA Engineers, Inc. concerning two raw water transfer pumps and motors used at the Bob Sandlin Water Treatment Plant. Upon a vote, motion was carried unanimously.

**CONSIDER AND POSSIBLE ACTION ACCEPTING TERMS OF AGREEMENT WITH G&M LLC RELATING TO CITY'S LEASE AT 418 NORTH MADISON, MOUNT PLEASANT, TEXAS.**

Motion was made by Council Member Hageman, Second by Council Member Spruill to Consider accepting terms of agreement with G&M LLC relating to City's lease at 418 North Madison, Mount Pleasant, Texas. Upon a vote, motion carried unanimously.

**ADJOURN: 8:45 PM**

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TRACY CRAIG, SR, MAYOR

ATTEST:

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CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY

**STATE OF TEXAS**

**COUNTY OF TITUS**

**CITY OF MOUNT PLEASANT**

The City Council of the City of Mount Pleasant, Texas, after notice posted in the manner, form and contents as required by law, met in Regular Session November 13, 2024, at 6:00PM. at the Council Chambers located at 501 North Madison with the following members present:

	Tracy Craig	-	Mayor
	Carl Hinton	-	Mayor Pro-Tem
	Sherri Spruill	-	Council Member
	Kelly Redfearn	-	Council Member
	Jonathan Hageman	-	Council Member
	Greg Nyhoff	-	City Manager
	Candias Webster	-	Assistant City Manager/City Secretary
	Lea Ream	-	City Attorney
Absent:	Jonathan Hageman	-	Council Member

**The City of Mount Pleasant City Council will meet for a Special Meeting jointly with the City of Mount Pleasant Economic Development Corporation Board of Directors (MPEDC). If a quorum of the MPEDC Board of Directors is not present, the City Council will continue with its Special Meeting. This is an open meeting, subject to the open meeting laws of the State of Texas.**

**MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT**

No action was taken by Council.

**EXECUTIVE SESSION**

**Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, The City Council will recess into executive session (closed meeting) to discuss the following:**

Deliberations regarding Economic Development Negotiations(Tex Gov't Code 551.087).

Consultation with Attorney (Tex. Gov't Code §551.071)and Personnel Matters (Tex. Gov't Code §551.074) related to the management, responsibilities, performance, and business operations of the MPEDC carried out through its Board of Directors, Executive Director, and City Council.

Consultation with Attorney (Tex. Gov't Code §551.071)related to the MPEDC Bylaws and Articles of Incorporation.

**RECONVENE INTO THE REGULAR SESSION**

**In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session**

**ADJOURN: 8:45 PM**

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**TRACY CRAIG, SR, MAYOR**

**ATTEST:**

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**CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY**



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Department:**

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**Subject:**     **Public Comments:**  
The City Council welcomes citizen participation and comments at all Council meetings. Citizen comments are limited to two minutes out of respect for everyone's time. The Council is not permitted to respond to your comments. The Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 72 hours in advance of the Council meetings. If your comments relate to a topic that is on the agenda, the Council will discuss the topic on the agenda at the time that the topic is discussed and deliberated.

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# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Candias Webster, City Secretary

**Department:** Administration

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**Subject:** Consider accepting the Canvass results of the November 5, 2024 Special Election.

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**Item Summary:**

This is a certified copy of the election that has been canvassed by the Titus County Elections Office.

**Financial Impact:**

n/a

**Recommendation(s):**

Motion to accept the canvass from the November 5, 2024 special election

**Attachments:**

[Special Election Canvass 2024](#)

Canvass Results Report

Election Day Results

Run Time

7:44 AM

Run Date

11/14/2024

Titus County

2024 November 5th General Election

11/5/2024

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Official Results

Registered Voters

10266 of 0 = 0.00%

Precincts Reporting

34 of 34 = 100.00%

CITY OF MOUNT PLEASANT COUNCIL PLACE 1

Precinct	DEBORAH LYNN CORBELL	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
17	0	0	0	0	0	0	0	0	0	0.00%
20	0	0	0	0	0	0	0	0	0	0.00%
1-MP	0	0	0	0	12	165	75	252	0	0.00%
8-MP	0	0	0	0	20	342	170	532	0	0.00%
14-MP	0	0	0	0	19	370	138	527	0	0.00%
14-MP-CH	0	0	0	0	0	0	0	0	0	0.00%
15-MP	0	0	0	0	0	7	5	12	0	0.00%
16-MP	0	0	0	0	46	959	237	1,242	0	0.00%
17-MP	0	0	0	0	6	183	66	255	0	0.00%
18-MP	0	0	0	0	0	1	0	1	0	0.00%
19-MP	0	0	0	0	4	184	83	271	0	0.00%
19-MP-CH	0	0	0	0	0	0	0	0	0	0.00%
20-MP	0	0	0	0	23	646	156	825	0	0.00%
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>130</b>	<b>2,857</b>	<b>930</b>	<b>3,917</b>	<b>0</b>	<b>0.00%</b>



**Canvass Results Report**

Election Day Results

Run Time

7:44 AM

Run Date

11/14/2024

**Titus County**

2024 November 5th General Election

11/5/2024

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**Official Results**

Registered Voters

10266 of 0 = 0.00%

Precincts Reporting

34 of 34 = 100.00%



**PROPOSITION ONE**

Precinct	FOR	AGAINST	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
17	0	0	0	0	0	0	0	0	0	0	0.00%
20	0	0	0	0	0	0	0	0	0	0	0.00%
1-MP	162	44	206	45	0	12	165	75	252	0	0.00%
8-MP	365	78	443	82	6	20	342	170	532	0	0.00%
14-MP	353	96	449	76	2	19	370	138	527	0	0.00%
14-MP-CH	0	0	0	0	0	0	0	0	0	0	0.00%
15-MP	11	0	11	1	0	0	7	5	12	0	0.00%
16-MP	956	137	1,093	141	8	46	959	237	1,242	0	0.00%
17-MP	168	37	205	49	2	6	183	66	255	0	0.00%
18-MP	0	0	0	0	0	0	1	0	1	0	0.00%
19-MP	206	30	236	34	1	4	184	83	271	0	0.00%
19-MP-CH	0	0	0	0	0	0	0	0	0	0	0.00%
20-MP	644	90	734	87	4	23	646	156	825	0	0.00%
<b>Totals</b>	<b>2,865</b>	<b>512</b>	<b>3,377</b>	<b>515</b>	<b>23</b>	<b>130</b>	<b>2,857</b>	<b>930</b>	<b>3,917</b>	<b>0</b>	<b>0.00%</b>

Canvass Results Report

Election Day Results

Run Time

7:44 AM

Run Date

11/14/2024

Titus County

2024 November 5th General Election

11/5/2024

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Official Results

Registered Voters

10266 of 0 = 0.000%

Precincts Reporting

34 of 34 = 100.000%

PROPOSITION TWO

Precinct	FOR	AGAINST	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
17	0	0	0	0	0	0	0	0	0	0	0.000%
20	0	0	0	0	0	0	0	0	0	0	0.000%
1-MP	110	100	210	40	1	12	165	75	252	0	0.000%
8-MP	235	231	466	58	7	20	342	170	532	0	0.000%
14-MP	248	214	462	62	3	19	370	138	527	0	0.000%
14-MP-CH	0	0	0	0	0	0	0	0	0	0	0.000%
15-MP	2	10	12	0	0	0	7	5	12	0	0.000%
16-MP	467	667	1,134	100	8	46	959	237	1,242	0	0.000%
17-MP	103	111	214	41	1	6	183	66	255	0	0.000%
18-MP	0	0	0	0	0	0	1	0	1	0	0.000%
19-MP	121	127	248	22	1	4	184	83	271	0	0.000%
19-MP-CH	0	0	0	0	0	0	0	0	0	0	0.000%
20-MP	339	434	773	48	4	23	646	156	825	0	0.000%
<b>Totals</b>	<b>1,625</b>	<b>1,894</b>	<b>3,519</b>	<b>371</b>	<b>25</b>	<b>130</b>	<b>2,857</b>	<b>930</b>	<b>3,917</b>	<b>0</b>	<b>0.000%</b>



Canvass Results Report

Election Day Results

Run Time 7:44 AM  
Run Date 11/14/2024

Titus County

2024 November 5th General Election

11/5/2024

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Official Results  
Registered Voters  
10266 of 0 = 0.00%  
Precincts Reporting  
34 of 34 = 100.00%



PROPOSITION THREE

Precinct	FOR	AGAINST	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
17	0	0	0	0	0	0	0	0	0	0	0.00%
20	0	0	0	0	0	0	0	0	0	0	0.00%
1-MP	192	22	214	36	1	12	165	75	252	0	0.00%
8-MP	438	31	469	56	6	20	342	170	532	0	0.00%
14-MP	431	35	466	59	2	19	370	138	527	0	0.00%
14-MP-CH	0	0	0	0	0	0	0	0	0	0	0.00%
15-MP	12	0	12	0	0	0	7	5	12	0	0.00%
16-MP	1,105	48	1,153	80	8	46	959	237	1,242	0	0.00%
17-MP	196	25	221	35	1	6	183	66	255	0	0.00%
18-MP	0	0	0	0	0	0	1	0	1	0	0.00%
19-MP	232	16	248	22	1	4	184	83	271	0	0.00%
19-MP-CH	0	0	0	0	0	0	0	0	0	0	0.00%
20-MP	750	22	772	49	4	23	646	156	825	0	0.00%
<b>Totals</b>	<b>3,356</b>	<b>199</b>	<b>3,555</b>	<b>337</b>	<b>23</b>	<b>130</b>	<b>2,857</b>	<b>930</b>	<b>3,917</b>	<b>0</b>	<b>0.00%</b>

Canvass Results Report

Election Day Results

Run Time

7:44 AM

Run Date

11/14/2024

Titus County

2024 November 5th General Election

11/5/2024

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Official Results

Registered Voters

10266 of 0 = 0.00%

Precincts Reporting

34 of 34 = 100.00%



PROPOSITION FOUR

Precinct	FOR	AGAINST	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
17	0	0	0	0	0	0	0	0	0	0	0.00%
20	0	0	0	0	0	0	0	0	0	0	0.00%
1-MP	193	21	214	37	0	12	165	75	252	0	0.00%
8-MP	424	39	463	62	6	20	342	170	532	0	0.00%
14-MP	425	35	460	64	3	19	370	138	527	0	0.00%
14-MP-CH	0	0	0	0	0	0	0	0	0	0	0.00%
15-MP	12	0	12	0	0	0	7	5	12	0	0.00%
16-MP	1,073	72	1,145	89	7	46	959	237	1,242	0	0.00%
17-MP	196	23	219	37	1	6	183	66	255	0	0.00%
18-MP	0	0	0	0	0	0	1	0	1	0	0.00%
19-MP	231	14	245	25	1	4	184	83	271	0	0.00%
19-MP-CH	0	0	0	0	0	0	0	0	0	0	0.00%
20-MP	742	31	773	47	5	23	646	156	825	0	0.00%
<b>Totals</b>	<b>3,296</b>	<b>235</b>	<b>3,531</b>	<b>361</b>	<b>23</b>	<b>130</b>	<b>2,857</b>	<b>930</b>	<b>3,917</b>	<b>0</b>	<b>0.00%</b>



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Candias Webster, City Secretary

**Department:** Administration

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**Subject:** Oath of Office for Council Member of Place 1

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**Attachments:**

[Debbie Corbell - Certificate of Election](#)

[Oath of Office Corbell](#)

**CITY OF MOUNT PLEASANT  
CERTIFICATE OF ELECTION**

**In the name and by the authority of  
The State of Texas  
THIS IS TO CERTIFY  
That at a Special election held on  
November 5, 2024**

**Debbie Corbell**

**was duly elected**

**Council Member Place 1**

**In testimony whereof, I have hereunto signed my name and caused the  
Seal of Mt. Pleasant to be affixed to this on the 19<sup>th</sup> of November 2024.**

---

Signature of Presiding Officer



In the name and by the authority of

**The State of Texas**

**OATH OF OFFICE**



I, Debbie Corbell, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of **Council Member Place 1**, of the City of Mount Pleasant, State of Texas, and will, to the best of my ability, preserve, protect and defend the constitution and laws of the United States and of the state and the charter and ordinances of this city; and furthermore solemnly swear (or affirm) that I have not directly or indirectly paid, offered or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding of a vote at the election at which I was elected to secure my appointment. So, help me God.

---

DEBBIE CORBELL

**SWORN TO AND SUBSCRIBED BEFORE ME BY DEBBIE CORBELL  
ON THE 19<sup>th</sup> DAY OF NOVEMBER 2024.**

**State of Texas  
County of Titus**

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2024.

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**Signature of Notary Public Administering  
Oath**

SEAL

---

**Printed Name**



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Department:**

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**Subject:** Appointment and Swearing-in of Austin Alvis to replace Darrell Estes as Associate Municipal Judge.

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**Attachments:**

[Associate Judge Oath of Office - A.Alvis](#)

Rev. 04/2017

This space reserved for office use

Submit to:  
Custodian of election records

Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath

\_\_\_\_\_  
Printed or Typed Name



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Department:** Administration

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**Subject: Consider Resolution 2024-18 Adopting the Longevity Pay Policy.**

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## **Item Summary:**

In September 1987, the 70th Legislature of the State of Texas enacted a bill stating that a municipality with a population of 10,000 or more must pay each full-time member of the fire or police department “longevity pay” of four dollars per month for each year of service in the department, not to exceed twenty-five (25) years. Over the years, many cities, including the City of Mount Pleasant, have included civilian employees in this benefit. In addition, due to recruitment and retention challenges, many cities, including the City of Mount Pleasant, have increased the amount paid per month in ranges up to ten dollars per month per employee.

The City of Mount Pleasant has implemented the ten dollars per month per employee in the budget since FY '20-'21. However, in a recent audit and review of the City’s policies, there is no record of an approved policy to support this practice.

## **Financial Impact:**

There is no additional financial impact to the City’s current budget

## **Recommendation(s):**

Motion to approve Resolution 2024-18 Adopting the Longevity Pay Policy.

## **Attachments:**

[Resolution 2024-18 Longevity Pay Policy](#)

**RESOLUTION 2024-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, APPROVING AND AUTHORIZING THE ADOPTION OF THE LONGEVITY PAY POLICY TO INCLUDE ALL FULL-TIME EMPLOYEES OF THE CITY OF MOUNT PLEASANT ALLOWING TEN DOLLARS PER EMPLOYEE PER MONTH FOR EACH YEAR OF SERVICE, NOT TO EXCEED TWENTY-FIVE YEARS.**

**WHEREAS**, in September, 1987, the Legislature of the State of Texas enacted a bill, **Title 5, Chapter 141; 141.032**, stating that a municipality with a population of 10,000 or more must pay each full-time member of the fire or police department “longevity pay” of four dollars per month for each year of service in the department, not to exceed twenty-five (25) years;

**WHEREAS**, the City of Mount Pleasant wishes to provide for compliance with the state statutes and to outline procedures regarding longevity pay which is provided to recognize the value of long-term, loyal service to the City and its community;

**WHEREAS**, over the years the City of Mount Pleasant has included all full-time employees in the Longevity Pay benefit;

**WHEREAS**, the City of Mount Pleasant, in addressing the challenges of recruitment and retention, increased the amount paid per month to ten dollars per month per full-time employee since FY '20 -'21.

**WHEREAS**, this policy addresses the fiscal responsibility of the Council to review annually the City’s budget and to adjust, either by increasing or decreasing the dollar amount payable to employees, based on the economy, but not less than the four dollars per employee mandated by the State of Texas.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, AS FOLLOWS:**

SECTION 1. That the findings and provisions set out in the preamble to this resolution are hereby in all things approved and adopted.

SECTION 2. This policy applies to all City of Mt. Pleasant full-time employees.

SECTION 3. That this resolution shall be effective immediately from and after its date of passage.

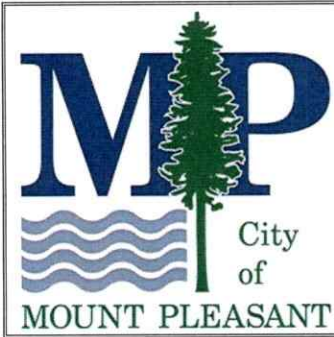
**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, ON THIS 19TH DAY OF NOVEMBER 2024.**

**APPROVED:**

\_\_\_\_\_  
**TRACY CRAIG, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CANDIAS WEBSTER, CITY SECRETARY**



City Policies & Administrative Directives		
Policy Number	Page Number 1 of 2	Origination Date: 2007 Revision Date: 11/19/2024
Subject  <b>Longevity Pay</b>		Date: _____ City Manager Signature

**BACKGROUND**

The **Texas Local Government Code; Title 5, Chapter 141; 141.032**, states that a municipality with a population of 10,000 or more, each full-time member of the fire or police department is entitled to receive, in addition to all other money paid for services rendered in the department, longevity pay of \$4 a month for each year of service in the department, not to exceed twenty (25) years. The City of Mt. Pleasant includes all full-time civilian employees in this policy.

**PURPOSE**

To provide for compliance with the state statutes and to outline procedures regarding longevity pay which is provided to recognize the value of long-term, loyal service to the City of Mt. Pleasant.

**SCOPE**

All regular full-time employees that have completed a full continuous year of employment with the City are eligible for longevity pay.

**DEFINITIONS**

All employees (civilian, fire and police) that regularly work at least thirty (30) hours per week, or the equivalent of.

**POLICY**

All full-time employees are eligible to begin receiving longevity pay when they have completed one (1) full year of employment. Payment will be based on months of continuous service at the time of payment. This policy will be reviewed annually during the budget discussions in order to determine the accrual rate above the required \$4 per month as mandated by the **Texas Local Government Code; Title 5, Chapter 141; 141.032**.

**PROCEDURES**

All eligible employees will begin accruing at the rate of ten dollars (\$10) per month (*or the amount approved by the Council in the budget for the year*) for each full month of uninterrupted service, to a maximum of twenty-five (25) years. Employees who have left employment with the City and return within six (6) months of their separation date will receive longevity as if there were no break in service. Employees who have left employment with the City and returned after six (6) months after their separation date will begin accruing as a new employee.

Payment will be paid in a lump sum during the month of November of each year. Applicable taxes and withholdings will apply.



## City Policies & Administrative Directives

Policy Number	Page Number 2 of 2	Origination Date: 2007 Revision Date: 11/19/2024
Subject  <b>Longevity Pay</b>		Date: _____ City Manager Signature

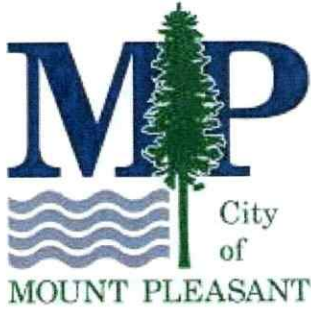
The chart below shows a sample of longevity calculations based on the following formula: **Length of service in months X \$10.00 = Longevity Pay**. Longevity pay amounts shown below are gross amounts which are subject to all applicable taxes and withholdings. Upon separation, a pro-rated longevity pay amount will be paid.

Length of Service at Time of Eligibility	Gross Longevity Amount
12 months of service	\$120
24 months of service	\$240
36 months of service	\$360
48 months of service	\$480
52 months of service	\$520
60 months of service	\$600
120 months of service	\$1,200
300+ months of service ( <b>maximum</b> )	\$3,000

### REFERENCES/CITATIONS

**Texas Local Government Code; Title 5, Chapter 141; 141.032**

<https://texas.public.law/statutes/tex.local.gov't.code.section.141.032>



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Gillian Gatewood, Finance Director

**Department:** Finance

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**Subject: Monthly Financial Report Ending October 31, 2024**

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**Item Summary:**

The Monthly Financial Report for the City of Mount Pleasant, Texas, for the month ended October 31, 2024, is hereby submitted.

**Recommendation(s):**

No motion needed

**Attachments:**

[Oct 2024 Financials Report](#)





## City of Mount Pleasant

### Monthly Financial Report

For the Period End October 2024

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#### About This Report

This report has been prepared by the City of Mount Pleasant's Finance Department. The Comprehensive Monthly Financial Report (CMFR) is intended to provide our audience (internal and external users) with timely and relevant information regarding the City's financial position. The report includes the following information.

- The Financial Summary reports the performance of the major operating funds of the City. In addition, the report provides a comparison to budget for major revenue sources and expenditure items. Narrative disclosures are included to highlight any significant changes or fluctuations.

If you would like additional information, feel free to contact Gillian Gatewood at (903) 575-4000.

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## City of Mount Pleasant

### General Fund

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)

For the Period End October 2024

	Current Fiscal Year, 2024-2025					Prior Year
	Budget	Oct-2024	Year-to-	Y-T-D	Y-T-D	Oct-2023
	FY 2024-2025	Actual	Date	Variance	% of Budget	Y-T-D Actual
<b>RESOURCES</b>						
Property Tax	\$ 4,494,526	\$ 499,693	\$ 499,693	\$ 3,994,833	11.1%	\$ 304,527
Penalties	45,000	3,592	3,592	41,408.32	8.0%	4,026
Sales Tax	6,999,455	500,917	500,917	6,498,537.85	7.2%	560,877
Liquor Tax	34,300	2,403	2,403	31,897.10	7.0%	2,276
Fines	650,000	57,913	57,913	592,087.38	8.9%	61,792
Landfill Fees	1,250,000	78,722	78,722	1,171,277.96	6.3%	114,850
Permits & Fees	384,500	24,988	24,988	359,512.28	6.5%	10,696
Other User Fees	349,000	48,452	48,452	300,547.60	13.9%	29,504
Contract Income	650,000	54,167	54,167	595,833.33	8.3%	108,333
Interest Income	130,000	9,752	9,752	120,247.83	7.5%	6,466
Interfund Transfers	900,000	75,000	75,000	825,000.00	8.3%	-
Misc Income	10,000	(116)	(116)	10,115.85	-1.2%	786
<b>TOTAL RESOURCES</b>	<b>\$ 15,896,781</b>	<b>\$ 1,355,482</b>	<b>\$ 1,355,482</b>	<b>\$ 14,541,299</b>	<b>8.5%</b>	<b>\$ 1,204,133</b>
<b>EXPENDITURES</b>						
LEGISLATIVE	\$ 42,000	\$ 4,591	\$ 4,591	\$ 37,409	10.9%	\$ 7,514
GENERAL ADMINISTRATION	783,746	89,970	89,970	693,776.12	11.5%	70,748
LEGAL	100,000	-	-	100,000.00	0.0%	12,631
TAX ASSESSMENT & COLLECTION	160,000	-	-	160,000.00	0.0%	-
HUMAN RESOURCES	135,186	11,891	11,891	123,294.75	8.8%	13,554
ELECTIONS	11,350	-	-	11,350.00	0.0%	-
TECHNOLOGY	211,354	84,577	84,577	126,777.06	40.0%	99,753
NON-DEPARTMENTAL	873,676	266,756	266,756	606,919.94	30.5%	174,045
MUNICIPAL COURT	342,177	34,066	34,066	308,110.87	10.0%	29,954
ANIMAL SERVICES	379,440	19,764	19,764	359,675.98	5.2%	30,400
POLICE DEPARTMENT	5,197,660	390,424	390,424	4,807,236.12	7.5%	391,599
FIRE DEPARTMENT	3,965,568	180,486	180,486	3,785,081.87	4.6%	275,828
PLANNING DEPARTMENT	323,885	17,124	17,124	306,761.25	5.3%	32,618
BUILDING & DEVELOPMENT	286,714	15,245	15,245	271,469.24	5.3%	9,465
CODE ENFORCEMENT	248,667	13,049	13,049	235,618.39	5.2%	21,159
FLEET SERVICES	592,319	24,922	24,922	567,397.30	4.2%	42,610
BUILDING MAINTENANCE	229,330	11,599	11,599	217,731.18	5.1%	12,117
PARK DEPARTMENT	1,501,436	66,426	66,426	1,435,010.38	4.4%	166,267
LIBRARY	611,246	29,770	29,770	581,476.26	4.9%	40,014
<b>TOTAL EXPENDITURES</b>	<b>\$ 15,995,754</b>	<b>\$ 1,260,658</b>	<b>\$ 1,260,658</b>	<b>\$ 14,735,096</b>	<b>7.9%</b>	<b>\$ 1,430,279</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ (98,973)</b>	<b>\$ 94,824</b>	<b>\$ 94,824</b>			<b>\$ (226,145)</b>

#### KEYTRENDS

##### Resources

Property Taxes are received primarily in December & January and become delinquent February 1st.

Sales Tax -As required by the Government Accounting Standards Board, sales tax is reported for the month it is collected by the vendor. October revenues are remitted to the City in December. Sales Tax received in October represents August collections. Sales Tax is allocated 25% to the Industrial/Economic Development Corporation, 8.33% to reduce Property Tax, and 66.67% to the City.

Interfund Transfers In include \$75,000 from the Utility Fund.

##### Expenditures

Technology Department expenses include annual software fees.

Non-Departmental expenses include interfund transfers and annual workers compensation payment. Outgoing Interfund Transfers include \$33,083 to the Insurance Fund and \$16,217 to the Capital Replacement Fund.



## City of Mount Pleasant

### Utility Fund

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
For the Period End October 2024

	Current Fiscal Year, 2024-2025					Prior Year
	Budget FY 2024-2025	Oct-2024 Actual	Year-to- Date Actual	Y-T-D Variance	Y-T-D % of Budget	Oct-2023 Y-T-D Actual
<b>RESOURCES</b>						
Penalties	\$ 132,000	\$ 13,861	\$ 13,861	\$ 118,139	10.5%	\$ 10,683
Interest Income	160,000	7,825	7,825	152,175	4.9%	20,160
Misc Income	102,000	4,986	4,986	97,014	4.9%	9,291
Water Sales	11,700,000	919,160	919,160	10,780,840	7.9%	766,717
Sewer Charges	3,493,000	347,901	347,901	3,145,099	10.0%	243,190
Solid Waste Collection Fees	3,100,000	276,613	276,613	2,823,387	8.9%	263,536
Tap and Connect Fees	150,000	19,737	19,737	130,263	13.2%	4,580
Leases and Rentals	35,000	2,949	2,949	32,051	8.4%	6,371
<b>TOTAL RESOURCES</b>	<b>\$ 18,872,000</b>	<b>\$ 1,593,033</b>	<b>\$ 1,593,033</b>	<b>\$ 17,278,967</b>	<b>8.4%</b>	<b>\$ 1,324,528</b>
<b>EXPENDITURES</b>						
NON-DEPARTMENTAL	\$ 1,577,026	\$ 416,333	\$ 416,333	\$ 1,160,693	26.4%	\$ 256,255
UTILITY ADMINISTRATION	1,613,883	96,278	96,278	1,517,605	6.0%	86,525
FLEET SERVICES	510,237	20,217	20,217	490,020	4.0%	27,724
SOLID WASTE MANAGEMENT	3,183,100	-	-	3,183,100	0.0%	245,370
WATER TREATMENT	2,910,465	130,734	130,734	2,779,731	4.5%	205,812
FRESH WATER SUPPLY	1,806,561	150,107	150,107	1,656,454	8.3%	131,207
WASTEWATER PLANTS	838,905	65,928	65,928	772,977	7.9%	70,137
UTILITY DEPARTMENT	1,411,100	54,595	54,595	1,356,505	3.9%	80,729
PRETREATMENT DEPARTMENT	76,058	2,637	2,637	73,421	3.5%	4,446
DEBT SERVICE	4,943,790	-	-	4,943,790	0.0%	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 18,871,125</b>	<b>\$ 936,829</b>	<b>\$ 936,829</b>	<b>\$ 17,934,296</b>	<b>5.0%</b>	<b>\$ 1,108,204</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ 875</b>	<b>\$ 656,204</b>	<b>\$ 656,204</b>			<b>\$ 216,324</b>

#### KEYTRENDS

Resources	Expenditures
<p>Operating revenues are determined by the water and wastewater rates, as well as, the volume of water sold and wastewater treated. These revenues are highly influenced by weather patterns.</p> <p>Water and Sewer Charges: the rates are determined by the December 2023 Rate Study as adopted in Ord. 2023-27.</p>	<p>Non-Departmental expenses include annual software fees, interfund transfers, and annual workers compensation payment. Outgoing Interfund Transfers include \$75,000 to the General Fund, \$33,334 to the Streets Fund, \$16,883 to the Capital Replacement Fund, and \$5,825 to the Insurance Fund.</p> <p>Debt Service payments are typically made in November and May. Texas Water Development Board debt service payments are in March and September.</p>



## City of Mount Pleasant

### Debt Service Fund

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
For the Period End October 2024

	Current Fiscal Year, 2024-2025					Prior Year
	Budget	Oct-2024	Year-to-	Y-T-D	Y-T-D	Oct-2023
	FY 2024-2025	Actual	Date	Variance	% of Budget	Y-T-D Actual
<b>RESOURCES</b>						
Property Tax	\$ 1,252,600	\$ 143,858	\$ 143,858	\$ 1,108,742	11.5%	\$ 87,401
Penalties	12,000	1,017	1,017	10,983	8.5%	1,293
Interest Income	20,000	2,274	2,274	17,726	11.4%	1,421
Fund Balance	491,909	-	-	491,909	0.0%	-
<b>TOTAL RESOURCES</b>	<b>\$ 1,776,509</b>	<b>\$ 147,150</b>	<b>\$ 147,150</b>	<b>\$ 1,629,359</b>	<b>8.3%</b>	<b>\$ 90,115</b>
<b>EXPENDITURES</b>						
CONTRACTUAL AND FEE SERVICES	\$ 5,000	\$ -	\$ -	\$ 5,000	0.0%	\$ 1,365
PRINCIPAL	759,000	-	-	759,000	0.0%	-
INTEREST	832,326	-	-	832,326	0.0%	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,596,326</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,596,326</b>	<b>0.0%</b>	<b>\$ 1,365</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ 180,183</b>	<b>\$ 147,150</b>	<b>\$ 147,150</b>			<b>\$ 88,750</b>

KEYTRENDS	
Resources	Expenditures
Property Taxes are received primarily in December & January and become delinquent February 1st.	Debt Service payments are made in November and May.



## City of Mount Pleasant

### Industrial Development Funds

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
For the Period End October 2024

	Current Fiscal Year, 2024-2025					Prior Year
	Budget	Oct-2024	Year-to-	Y-T-D	Y-T-D	Oct-2023
	FY 2024-2025	Actual	Date	Variance	% of Budget	Y-T-D Actual
<b>RESOURCES</b>						
Sales Tax	\$ 2,000,000	161,764	\$ 161,764	\$ 1,838,236	8.1%	\$ 185,997
Interest Income	150,000	20,500	20,500	129,500	13.7%	20,851
Misc Income	-	203	203	(203)	-	-
Leases and Rentals	50,000	3,500	3,500	46,500	7.0%	5,000
<b>TOTAL RESOURCES</b>	<b>\$ 2,200,000</b>	<b>\$ 185,968</b>	<b>\$ 185,968</b>	<b>\$ 2,014,032</b>	<b>8.5%</b>	<b>\$ 211,848</b>
<b>EXPENDITURES</b>						
Payroll	\$ 302,399	12,028	12,028	290,371	4.0%	14,361
Operations and Maintenance	276,250	16,384	16,384	259,866	5.9%	8,563
Other Expenses	1,670,200	13,713	13,713	1,656,487	0.8%	24,897
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,248,849</b>	<b>\$ 42,125</b>	<b>\$ 42,125</b>	<b>\$ 2,206,724</b>	<b>1.9%</b>	<b>\$ 47,820</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ (48,849)</b>	<b>\$ 143,843</b>	<b>\$ 143,843</b>			<b>\$ 164,027</b>

KEYTRENDS	
Resources	Expenditures
Sales Tax -As required by the Government Accounting Standards Board, sales tax is reported for the month it is collected by the vendor. October revenues are remitted to the City in December. Sales Tax received in October represents August collections. Sales Tax is allocated 25% to the Industrial/Economic Development Corporation, 8.33% to reduce Property Tax, and 66.67% to the City.	



**City of Mount Pleasant  
Fund Balance Summary**

For the Period End October 2024

	Unaudited				Unaudited Fund
	Appropriable	Year-To-Date	Year-To-Date	Transfers	Balance
	Fund Balance	Revenue	Expense	In/(Out)	Balance
	9/30/2024				9/30/2025
<b>GENERAL FUNDS</b>					
100 General	\$ 3,620,857	\$ 1,280,484	\$ (1,211,316)	\$ 25,658	\$ 6,138,315
115 Streets	44,386	229,520	(81,431)	33,334	225,809
165 General Capital	(116,035)	-	(179,387)	49,967	(245,454)
200 Insurance	336,064	-	(19,612)	23,083	339,535
	<b>\$ 3,885,272</b>	<b>\$ 1,510,003</b>	<b>\$ (1,491,745)</b>	<b>\$ 132,042</b>	<b>\$ 6,458,204</b>
<b>PROPRIETARY FUNDS</b>					
300 Utility	\$ 29,789,745	\$ 1,593,033	\$ (805,787)	\$ (131,042)	\$ 30,445,949
335 Airport	7,424,800	104,778	(118,565)	-	7,411,012
	<b>\$ 37,214,545</b>	<b>\$ 1,697,811</b>	<b>\$ (924,352)</b>	<b>\$ (131,042)</b>	<b>\$ 37,856,961</b>
<b>SPECIAL REVENUE FUNDS</b>					
500 Library Contribution	\$ 17,330	\$ 268	\$ (118)	\$ -	\$ 17,480
504 Rescue Recovery	20,430	-	-	-	20,430
505 Cemetery	25,289	4,686	(3,300)	-	33,275
507 PEG Fees	431,087	6,245	-	-	437,332
510 Firemen's Relief	-	-	(42)	42	-
518 Booker T Washington	2,263	-	-	-	2,263
525 Animal Shelter Donation	(4,276)	178	-	-	(4,098)
541 Court Special Revenue	18,336	51	-	-	18,387
541 Restricted Court Special	235,511	2,339	-	-	237,850
550 Police Donation	4,773	1	(380)	-	4,394
553 Police Shop with a Cop	20,718	6	-	-	20,724
570 Civic Center	12,238	60,067	(44,153)	(608)	27,544
	(34,381)	-	-	-	(34,381)
595 Law Enforcement Education	5,837	-	(2,613)	-	3,224
596 Tobacco Enforcement	22,076	-	-	-	22,076
	<b>\$ 777,231</b>	<b>\$ 73,842</b>	<b>\$ (50,606)</b>	<b>\$ (566)</b>	<b>\$ 806,500</b>
<b>GRANT FUNDS</b>					
402 CDBG Light / Sidewalk Grant	\$ (131,924)	\$ -	\$ -	\$ -	\$ (131,924)
408 Library Grants	6,146	-	(2,095)	-	4,051
411 STEP Comprehensive	1,074	-	-	-	1,074
413 Police Seizure Proceeds	20,326	6	(55)	-	20,277
437 TXDOT Ramp Grant	(36,820)	-	-	-	(36,820)
467 AG Investigator Grant	99	-	-	-	99
	<b>\$ 3,112,430</b>	<b>\$ 6</b>	<b>\$ (2,150)</b>	<b>\$ -</b>	<b>\$ 3,110,286</b>
<b>CAPITAL PROJECT FUNDS</b>					
605 Water Construction	\$ (25,567,789)	\$ 97,639	\$ -	\$ -	\$ (25,470,150)
606 Logic 2024 General Bond	8,333,332	34,685	(43,541)	-	8,324,475
607 Logic 2024 Utility Bond	(3,285,911)	89,374	-	-	(3,196,537)
610 Water Development Board	3,172,687	-	-	-	3,172,687
680 Community Center	95,339	291	-	-	95,630
681 Construction Bond 2017	45,630	-	-	-	45,630
	<b>\$ (17,206,713)</b>	<b>\$ 221,989</b>	<b>\$ (43,541)</b>	<b>\$ -</b>	<b>\$ (17,028,265)</b>
<b>INTERNAL SERVICE FUNDS</b>					
800 General Long-Term Debt	\$ (2,191,344)	\$ -	\$ -	\$ -	\$ (2,191,344)
900 Fixed Assets	10,578,957	-	-	-	10,578,957
	<b>\$ 8,387,613</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,387,613</b>
<b>DEBT SERVICE FUND</b>					
851 Debt Service	\$ 843,649	\$ 147,150	\$ -	\$ -	\$ 990,798
	<b>\$ 843,649</b>				<b>\$ 990,798</b>
<b>INDUSTRIAL DEVELOPMENT FUNDS</b>					
750 Economic Development	\$ 9,320,329	\$ 185,087	\$ (40,442)	\$ (1,683)	\$ 9,463,290
755 Rural Development Loan	241,673	881	-	-	242,554
855 Economic Development Debt	533,470	-	-	-	533,470
	<b>\$ 10,095,471</b>	<b>\$ 185,968</b>	<b>\$ (40,442)</b>	<b>\$ (1,683)</b>	<b>\$ 10,239,314</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 47,109,497</b>	<b>\$ 3,689,620</b>	<b>\$ (2,552,837)</b>	<b>\$ (1,250)</b>	<b>\$ 50,821,413</b>



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Gillian Gatewood, Finance Director

**Department:** Finance

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**Subject: Quarterly Investment Report Ending September 30, 2024**

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## **Item Summary:**

The Quarterly Investment Report for the City of Mount Pleasant, Texas, for the quarter ended September 30, 2024, is hereby submitted.

- The current depository bank for the City of Mount Pleasant is Guaranty Bank. The City maintains nineteen (19) super now accounts and earns a rate determined by the bank (approximately 1.76%) and offsets banking expenses for all accounts based on daily balance requirements.
- The City maintains one (1) TexPool Investment Account as a central capital improvement and reserve funds. Those accounts include the General Fund, Utility Fund, IDC Funds and Street Fund.
- The City maintains six (6) Logic Investment Accounts primarily consisting of capital improvements, reserve funds and debt funds.
- The City maintains two (2) Texas Range TexasDAILY Investment Accounts consisting of reserve funds for the IDC fund and Utility fund.

## **Financial Impact:**

The Guaranty accounts earned a quarterly interest of \$50,015.95 and a fiscal year-to-date total interest (Oct 2023 thru Sept 2024) of \$153,425.26.

## **Recommendation(s):**

no motion needed

## **Attachments:**

[Quarterly Investment Report 09.30.2024](#)

[Investment Report 09302024](#)



The Quarterly Investment Report for the City of Mount Pleasant, Texas, for the quarter ended September 30, 2024, is hereby submitted.

The current depository bank for the City of Mount Pleasant is Guaranty Bank. The City maintains nineteen (19) super now accounts and earns a rate determined by the bank (approximately 1.76%) and offsets banking expenses for all accounts based on daily balance requirements. Interest bearing checking accounts are considered an investment under the Public Funds investment Act and per 2017 legislative changes. *See PFIA Section 2256.009(a), "clarifying that interest bearing bank accounts insured by FDIC, or the National Credit Union Share Insurance Fund are authorized investments. HB 1003 was modified in June 2017.*

The City maintains one (1) Texpool Investment Account as a central capital improvement and reserve funds. Those accounts include the General Fund, Utility Fund, IDC Funds and Street Fund.

The City maintains six (6) Logic Investment Accounts primarily consisting of capital improvements, reserve funds and debt funds. Those accounts include the General Fund, Capital Improvement Funds and include the 2020 Bonds, 2024 Bonds. There is also a reserve bond fund for revenue bonds as required by the 2020 bond covenant to reserve 1.5 times the bond payment for the following year in reserves.

The City maintains two (2) Texas Range TexasDAILY Investment Accounts consisting of reserve funds for the IDC fund and Utility fund.

The Guaranty accounts earned a quarterly interest of \$50,015.95 and a year-to-date total interest (Oct 2023 thru Sept 2024) of \$153,425.26. These depository accounts are partially insured by FDIC insurance and pledged securities maintained at HilltopBancSystems, a division of Hilltop Securities with coverage at 102%.

The Texpool account earned a quarterly interest of \$41,586.74. Average monthly Texpool interest rates for the quarter were 5.32%, 5.29%, and 5.20% with average weighted maturity at 34, 36, and 31 days. The Logic accounts earned a quarterly interest of \$734,815.15. The average monthly interest rates for the quarter were 5.40%, 5.38%, and 5.23% with average weighted maturity at 44, 52, and 48 days. Texpool and Logic liquid asset portfolios seek to

maintain a net asset value of \$1 per unit invested to preserve the principal of all pool participants.

TexasTerm accounts earned quarterly interest of \$40,508.05. Average monthly interest rates for the quarter were 5.31%, 5.30%, and 5.16%. The current yield or current seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This net change in account is then annualized by multiplying it by 365 and dividing the result by 7. The current yield, sometimes known as the SEC yield is computed on the same basis as required by the Securities and Exchange Commission for money market funds.

Portfolio	June 30, 2024		September 30, 2024	
	Book Value	Market Value	Book Value	Market Value
Cash- Super Now Accounts *	13,352,605.59	13,352,605.59	13,006,034.96	13,006,034.96
Investment Pools **	62,743,627.72	62,743,627.72	59,660,536.66	59,660,536.66
<b>Total Investments and Cash</b>	<b>\$ 76,096,233.31</b>	<b>\$ 76,096,233.31</b>	<b>\$ 72,666,571.62</b>	<b>\$ 72,666,571.62</b>
<b>Quarterly Investment Income</b>		<b>919,430.34</b>		<b>\$ 866,924.89</b>
<b>Fiscal YTD Investment Income</b>		<b>\$ 2,289,610.80</b>		<b>\$ 3,156,535.69</b>

This report complies with the City of Mount Pleasants' investment Policy and the Public Funds Investment Act.

  
 \_\_\_\_\_  
 Finance Director, Investment Officer

11/13/24  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Secretary/Assistant City Manager/Investment Officer

11/13/2024  
 \_\_\_\_\_  
 Date



Fund/Acct #	Investment/Fund Name	Yield to Maturity	Purchase Date	Maturity Date	Days to Maturity	Book Value 06/30/2024	Market Value 06/30/2024	Deposits/Purchases	Withdrawals/Maturities	Interest for this quarter	Book Value 09/30/2024	Market Value 09/30/2024
<b>General Fund</b>												
110-11300-000	Guaranty-MP Payrol	1.225	6/30/2024	6/30/2024	31	6,690.86	6,690.86	2,441,427.01	(2,441,427.01)	381.69	7,072.55	7,072.55
110-11560-000	Guaranty-MP Onlinr	1.209	6/30/2024	6/30/2024	31	3,171.63	3,171.63	447,986.82	(446,000.00)	61.23	5,219.68	5,219.68
						<b>9,862.49</b>	<b>9,862.49</b>	<b>2,889,413.83</b>	<b>(2,887,427.01)</b>	<b>442.92</b>	<b>12,292.23</b>	<b>12,292.23</b>
<b>Utility Fund</b>												
300-11060-000	Guaranty-MP I & S F	1.76%	6/30/2024	6/30/2024	31	278,828.82	278,828.82	50,000.00	(72,375.00)	2,105.17	258,558.99	258,558.99
300-11070-000	Guaranty-MP Water	1.241	6/30/2024	6/30/2024	31	293,048.68	293,048.68	5,650.00	-	346.02	299,044.70	299,044.70
300-11080-000	Guaranty-MP TWDB	1.401	6/30/2024	6/30/2024	31	161,855.87	161,855.87	50,000.00	-	205.85	212,061.72	212,061.72
300-11560-000	Guaranty-MP Onlinr	1.217	6/30/2024	6/30/2024	31	9,737.87	9,737.87	947,834.74	(934,461.42)	695.01	23,806.20	23,806.20
300-12030-000	Texterm-Utility Res	1306-03	6/30/2024	6/30/2024	1	493,151.57	493,151.57	-	(490,000.00)	4,114.45	7,266.02	7,266.02
						<b>1,236,622.81</b>	<b>1,236,622.81</b>	<b>1,053,484.74</b>	<b>(1,496,836.42)</b>	<b>7,466.50</b>	<b>800,737.63</b>	<b>800,737.63</b>
<b>Restricted</b>												
413-11040-000	Guaranty-MP PD Fo	1.297	6/30/2024	6/30/2024	31	25,079.45	25,079.45	-	(4,780.65)	27.77	20,326.57	20,326.57
507-11040-000	Guaranty-MP PEG F	1.281	6/30/2024	6/30/2024	31	165,990.84	165,990.84	5,515.60	-	199.68	171,706.12	171,706.12
520-11010-000	Guaranty-MP PD Es	1.249	6/30/2024	6/30/2024	31	119,196.27	119,196.27	-	-	526.54	119,722.81	119,722.81
541-11600-000	Guaranty-MP Buildi	1.257	6/30/2024	6/30/2024	31	169,922.79	169,922.79	3,722.59	-	201.96	173,847.34	173,847.34
541-11610-000	Guaranty-MP Techn	1.289	6/30/2024	6/30/2024	31	55,175.31	55,175.31	3,099.49	-	66.67	58,341.47	58,341.47
550-11040-000	Guaranty-MP PD Dc	1.313	6/30/2024	6/30/2024	31	3,114.92	3,114.92	-	-	3.66	3,118.58	3,118.58
553-11040-000	Guaranty-MP Shop	1.417	6/30/2024	6/30/2024	31	20,693.94	20,693.94	-	-	24.34	20,718.28	20,718.28
851-11010-000	Guaranty-MP I & S C	5649	6/30/2024	6/30/2024	31	856,319.82	856,319.82	25,488.70	-	6,606.82	888,415.34	888,415.34
300-12200-000	Logic-Bond Paymer	7050	6/30/2024	6/30/2024	1	1,831.93	1,831.93	1,550,000.00	-	5,639.50	1,557,471.43	1,557,471.43
						<b>1,417,325.27</b>	<b>1,417,325.27</b>	<b>1,587,826.38</b>	<b>(4,780.65)</b>	<b>13,296.94</b>	<b>3,013,667.94</b>	<b>3,013,667.94</b>
<b>Capital Project Funds</b>												
605-12040-000	Logic-2020 Bonds	7080	6/30/2024	6/30/2024	1	26,963,271.35	26,963,271.35	-	(4,000,000.00)	334,513.97	23,297,785.32	23,297,785.32
605-12040-000	Logic-2024 General	7086	6/30/2024	6/30/2024	1	8,074,022.81	8,074,022.81	-	-	109,137.16	8,183,159.97	8,183,159.97
680-12040-000	Logic-Park Construc	7085	6/30/2024	6/30/2024	1	65,747.30	65,747.30	-	-	888.70	66,636.00	66,636.00
680-11040-000	Guaranty-MP Comm	1337	6/30/2024	6/30/2024	31	38,090.62	38,090.62	-	(9,428.82)	40.92	28,702.72	28,702.72
607-12200-000	Logic-2024 Utility B	7086	6/30/2024	6/30/2024	1	20,804,969.86	20,804,969.86	-	-	281,222.38	21,086,192.24	21,086,192.24
						<b>55,946,101.94</b>	<b>55,946,101.94</b>	<b>-</b>	<b>(4,009,428.82)</b>	<b>725,803.13</b>	<b>52,662,476.25</b>	<b>52,662,476.25</b>
<b>Pool Accounts</b>												
Multi accts	TexPool-Central Acr	00001	6/30/2024	6/30/2024	1	3,344,991.60	3,344,991.60	-	(960,000.00)	41,586.74	2,426,578.34	2,426,578.34
Multi accts	Guaranty-MP Centr	1233	6/30/2024	6/30/2024	1	7,581,953.49	7,581,953.49	14,013,537.20	(14,503,590.94)	33,712.64	7,125,612.39	7,125,612.39
Multi accts	Guaranty-MP Centr	1269	6/30/2024	6/30/2024	1	1,923.06	1,923.06	2,151,594.74	(2,150,000.00)	610.75	4,128.55	4,128.55
Multi accts	Logic-Central Acct	7010	6/30/2024	6/30/2024	1	252,453.26	252,453.26	-	-	3,412.44	255,865.70	255,865.70
						<b>11,181,321.41</b>	<b>11,181,321.41</b>	<b>16,165,131.94</b>	<b>(17,613,590.94)</b>	<b>79,322.57</b>	<b>9,812,184.98</b>	<b>9,812,184.98</b>
<b>Industrial Development Corporation</b>												
750-12030-000	Texterm-IDC Reser	1306-05	6/30/2024	6/30/2024	1	2,743,188.04	2,743,188.04	-	-	36,393.60	2,779,581.64	2,779,581.64
750-11040-000	Guaranty-MP IDC	1305	6/30/2024	6/30/2024	1	3,503,311.80	3,503,311.80	8,500.00	-	4,122.69	3,515,934.49	3,515,934.49
755-11040-123	Guaranty-MP Revoh	1457	6/30/2024	6/30/2024	1	58,499.55	58,499.55	11,120.37	-	76.54	69,696.46	69,696.46
						<b>6,304,999.39</b>	<b>6,304,999.39</b>	<b>19,620.37</b>	<b>-</b>	<b>40,592.83</b>	<b>6,365,212.59</b>	<b>6,365,212.59</b>
<b>Interest earned for quarter</b>												
Guaranty						\$	\$	21,715,477.26	\$	(26,012,063.84)	\$	866,924.89
Texpool												\$
Logic												
Texterm												
Pool Investments												

Guaranty	50,015.95
Texpool	41,586.74
Logic	734,814.15
Texterm	40,508.05
Pool Investments	816,908.94
<b>\$</b>	<b>866,924.89</b>

**Cash and Investment by Type**

Cash Accounts		Balance 10/1/2023	1st Quarter			Balance	
			Deposits	Withdrawals	Interest		
110-	Guaranty-MP Payroll	31	5,409.58	2,370,098.57	(2,368,833.47)	411.77	7,086.45
110-	Guaranty-MP Online MC Payment	31	1,214.69	53,143.30	(51,000.00)	37.18	3,395.17
300-	Guaranty-MP I & S Revenue(WS)	31	864,613.50		(3,900.00)	6,530.65	867,244.15
300-	Guaranty-MP Water Meter Deposi	31	278,590.72	1,150.00	(350.00)	457.68	279,848.40
300-	Guaranty-MP TWDB (Debt)	31	920,353.32		(785,979.28)	822.92	135,196.96
300-	Guaranty-MP Online Utility Payme	31	11,059.51	805,850.57	(778,391.31)	577.31	39,096.08
413-	Guaranty-MP PD Forfeitures(Chap	31	39,588.58	9,722.82	(5,239.88)	77.35	44,148.87
507-	Guaranty-MP PEG Fees	31	148,418.37	5,937.87	-	249.63	154,605.87
520-	Guaranty-MP PD Escrow	31	123,998.54	6,708.00	(14,191.48)	525.88	117,040.94
541-	Guaranty-MP Building Security Fei	31	157,753.46	3,728.40	-	262.03	161,743.89
541-	Guaranty-MP Technology Fees	31	69,711.04	3,082.23	-	117.12	72,910.39
550-	Guaranty-MP PD Donation	31	3,063.70	600.00	(83.02)	5.17	3,585.85
553-	Guaranty-MP Shop With A Cop	31	22,835.43	13,938.27	(16,176.06)	46.14	20,643.78
680-	Guaranty-MP Community Project	31	37,917.91			62.16	37,980.07
750-	Guaranty-MP IDC	31	2,757,273.05	40,000.00	-	4,538.58	2,801,811.63
755-	Guaranty-MP Revolving Loan Func	31	236,296.62	-	-	387.35	236,683.97
851-	Guaranty-MP I & S Debt(GF)	31	559,925.46	173,130.74	(295,761.51)	3,699.89	440,994.58
xxx-	Guaranty-MP Central CheckingOL	31	30,943.74	1,170,367.73	(1,196,679.74)	447.18	5,078.91
xxx-	Guaranty-MP Central CheckingNE	31	2,965,039.51	17,630,285.35	(17,227,647.21)	14,257.38	3,381,935.03
			<b>9,234,006.73</b>	<b>22,287,743.85</b>	<b>(22,744,232.96)</b>	<b>33,513.37</b>	<b>8,811,030.99</b>

**Pools**

605-	Logic-2020 Bonds	1	43,835,115.35		(6,000,000.00)	569,483.08	38,404,598.43
606-	Logic-2024 General Bonds	1	-				
607-	Logic-2024 Utility Bonds	1					
300-	Logic-Bond Payments	1	1,197,028.25	-	-	16,816.32	1,213,844.57
300/	Logic-Central Account	1	750,807.95	-	(512,000.00)	6,882.53	245,690.48
680-	Logic-Park Construction	1	2,059,478.74	-	(2,000,000.00)	4,507.38	63,986.12
750-	TexTerm-IDC Reserve	1	2,635,938.25	-	-	35,813.60	2,671,751.85
300-	TexTerm-Utility Reserve	1	1,054,345.70	-	-	14,325.05	1,068,670.75
100/	TexPool-Central Account	1	3,213,918.92	-	-	43,672.16	3,257,591.08
			<b>54,746,633.16</b>	<b>-</b>	<b>(8,512,000.00)</b>	<b>691,500.12</b>	<b>46,926,133.28</b>

**63,980,639.89**      22,287,743.85      (31,256,232.96)      **725,013.49**      **55,737,164.27**

Investment	Quarter	YTD
Guaranty	\$ 50,015.95	\$ 153,425.26
Logic	734,814.15	2,643,887.30
TexTerm	40,508.05	186,563.71
Texpool	41,586.74	172,659.42
<b>TOTALS</b>	<b>866,924.89</b>	<b>3,156,535.69</b>

2nd Quarter				3rd Quarter			
Deposits	Withdrawals	Interest	Balance	Deposits	Withdrawals	Interest	Balance
2,542,555.87	(2,521,184.01)	426.34	28,884.65	2,188,706.97	(2,211,327.13)	426.37	6,690.86
59,859.80	(60,000.00)	45.62	3,300.59	53,824.55	(54,000.00)	46.49	3,171.63
700,000.00	(1,289,225.00)	6,087.90	284,107.05	530,000.00	(537,400.00)	2,121.77	278,828.82
7,500.00	(950.00)	433.01	286,831.41	7,030.00	(1,210.00)	397.27	293,048.68
-	(2,785.95)	203.88	132,614.89	1,130,000.00	(1,100,961.95)	202.93	161,855.87
895,759.23	(912,156.11)	379.77	23,078.97	876,844.19	(890,537.11)	351.82	9,737.87
4,265.90	(16,351.30)	62.40	32,125.87	-	(7,087.18)	40.76	25,079.45
5,948.55	-	244.24	160,798.66	5,655.31	(688.36)	225.23	165,990.84
397.00	(397.52)	512.06	117,552.48	1,127.00	-	516.79	119,196.27
3,581.87	-	251.61	165,577.37	4,115.08	-	230.34	169,922.79
2,963.18	-	114.60	75,988.17	3,421.15	(24,310.86)	76.85	55,175.31
-	(480.47)	5.27	3,110.65	-	-	4.27	3,114.92
-	(9.89)	31.70	20,665.59	-	-	28.35	20,693.94
-	-	58.36	38,038.43	-	-	52.19	38,090.62
644,940.07	-	4,577.69	3,451,329.39	47,215.32	-	4,767.09	3,503,311.80
-	(186,000.00)	330.01	51,013.98	7,413.58	-	71.99	58,499.55
953,936.86	(400.00)	8,102.64	1,402,634.08	81,862.18	(636,596.80)	8,420.36	856,319.82
1,323,041.92	(1,323,000.00)	144.65	5,265.48	1,776,226.20	(1,780,000.00)	431.38	1,923.06
15,481,876.80	(16,609,901.60)	16,615.10	2,270,525.33	23,144,551.57	(17,845,980.25)	12,856.84	7,581,953.49
<b>22,626,627.05</b>	<b>(22,922,841.85)</b>	<b>38,626.85</b>	<b>8,553,443.04</b>	<b>29,857,993.10</b>	<b>(25,090,099.64)</b>	<b>31,269.09</b>	<b>13,352,605.59</b>
-	(3,000,000.00)	494,411.91	35,899,010.34	-	(9,354,200.00)	418,461.01	26,963,271.35
-	-	-	-	8,505,957.95	(500,000.00)	68,064.86	8,074,022.81
-	-	-	-	33,001,035.12	(12,500,000.00)	303,934.74	20,804,969.86
-	(700,000.00)	14,583.54	528,428.11	-	(530,000.00)	3,403.82	1,831.93
-	-	3,377.03	249,067.51	-	-	3,385.75	252,453.26
-	-	879.46	64,865.58	-	-	881.72	65,747.30
-	-	35,583.46	2,707,335.31	-	-	35,852.73	2,743,188.04
-	-	14,232.99	1,082,903.74	-	(600,000.00)	10,247.83	493,151.57
-	-	43,471.73	3,301,062.81	-	-	43,928.79	3,344,991.60
-	<b>(3,700,000.00)</b>	<b>606,540.12</b>	<b>43,832,673.40</b>	<b>41,506,993.07</b>	<b>(23,484,200.00)</b>	<b>888,161.25</b>	<b>62,743,627.72</b>
22,626,627.05	(26,622,841.85)	<b>645,166.97</b>	<b>52,386,116.44</b>	71,364,986.17	(48,574,299.64)	<b>919,430.34</b>	<b>76,096,233.31</b>

**4th Quarter**

<b>Deposits</b>	<b>Withdrawals</b>	<b>Interest</b>	<b>Balance 9/30/2024</b>
2,441,427.01	(2,441,427.01)	381.69	7,072.55
447,986.82	(446,000.00)	61.23	5,219.68
50,000.00	(72,375.00)	2,105.17	258,558.99
5,650.00	-	346.02	299,044.70
50,000.00	-	205.85	212,061.72
947,834.74	(934,461.42)	695.01	23,806.20
	(4,780.65)	27.77	20,326.57
5,515.60		199.68	171,706.12
-	-	526.54	119,722.81
3,722.59	-	201.96	173,847.34
3,099.49	-	66.67	58,341.47
		3.66	3,118.58
-	-	24.34	20,718.28
	(9,428.82)	40.92	28,702.72
8,500.00	-	4,122.69	3,515,934.49
11,120.37	-	76.54	69,696.46
25,488.70	-	6,606.82	888,415.34
2,151,594.74	(2,150,000.00)	610.75	4,128.55
14,013,537.20	(14,503,590.94)	33,712.64	7,125,612.39
<b>20,165,477.26</b>	<b>(20,562,063.84)</b>	<b>50,015.95</b>	<b>13,006,034.96</b>

-	(4,000,000.00)	334,513.97	23,297,785.32
-	-	109,137.16	8,183,159.97
-	-	281,222.38	21,086,192.24
1,550,000.00		5,639.50	1,557,471.43
-	-	3,412.44	255,865.70
-	-	888.70	66,636.00
		36,393.60	2,779,581.64
	(490,000.00)	4,114.45	7,266.02
	(960,000.00)	41,586.74	2,426,578.34
<b>1,550,000.00</b>	<b>(5,450,000.00)</b>	<b>816,908.94</b>	<b>59,660,536.66</b>

21,715,477.26 (26,012,063.84) **866,924.89** **72,666,571.62**



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Gillian Gatewood, Finance Director

**Department:** Finance

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**Subject: Consider an Electronic Funds Transfer Policy for the City of Mount Pleasant, Texas.**

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**Item Summary:**

In response to our auditors, regarding the 2023 Audit finding #2, a corrective action plan was executed to deter anyone posing as a vendor of the City to gain access and/or to request changes to the banking files for a vendor in the accounts payable files.

An immediate action plan was put into place so that all vendor changes must be approved and verified by two finance staff and the vendor is notified that a change has been initiated. A call back verification process is performed prior to payment using an approved authentication method. Require the vendor to respond to our authentication requirements or electronic processing is suspended and finally, develop an electronic funds transfer policy, approved by the Council to consistently be followed on all electronic disbursements and transfers. Review at least annually along with other financial policies with Council approval.

**Recommendation(s):**

Approve the Electronic Funds Transfer Policy and Procedures

**Attachments:**

[EFT Policy](#)



## **Electronic Funds Transfer (EFT) Policy and Procedures**

### **Purpose**

Our primary goal of this policy is to ensure Electronic Funds Transfers (EFTs) are initiated, executed, and approved in a secure and safe manner. This policy establishes the guidelines for using EFTs including wire transfers for payables and receivables. The procedures outline what electronic funds transactions the City may engage in and the accounting procedures to be followed.

### **Policy Statement**

The City of Mount Pleasant recognizes the use of various electronic payment methods as an efficient method to process certain disbursements. The City of Mount Pleasant is committed to establishing controls and procedures for the utilization of electronic funds transfers(eft). This policy provides a framework of procedures to ensure that proper protocols are followed, and that applicable oversight is in place for the use of EFTs.

### **Guidelines**

The City of Mount Pleasant utilizes EFTs for receipt of intergovernmental payments, grant payments, tax deposits, and other revenues where practical, and the transmittal of payroll, bond payments, credit card processing fees, banking fees, and contractual vendor payments, and other disbursements are required.

- EFT transactions will utilize the same procedures.
- EFT payments will be coordinated and submitted through the Finance Department.
- The Finance Director or his/her designee will approve all new requests and any changes to electronic funds transfer requests, ensuring that the payment is necessary, and documentation has been authenticated.
- All required documentation is provided and approved,
- Banking account information is accurate and valid.
- The transaction is accurately recorded in the general ledger system.
- All EFTs are subject to applicable Purchasing Policies and all other policies and procedures in relation to the purchase of goods and/or services.

Except as noted above, wire transfers should only be used in payment of an obligation of the City. If a more inexpensive mechanism can be used to process payment of the obligation (i.e. electronic funds transfer or paper check), the Finance Department shall

reserve the right to process payment with the more inexpensive mechanism. Any exception to this must be pre-approved by the Finance Director.

This policy shall be reviewed on an annual basis for accuracy and process verification and consistent with local, state and federal laws and regulations.

## **Procedures**

The Finance Department is the only department authorized to initiate EFTs. Finance shall be responsible for the review of EFT requests to assure compliance, completeness, and proper general ledger recording. This method of payment will be used when authorized by the Finance Director or his/her designee.

To promote the safety and security of City funds in the EFT environment, the following procedures will be used by all City employees involved in processing payments via EFTs:

- The procedure to initiate an EFT is subject to the same financial policies, procedures and controls that govern disbursements by any other payment method.
- EFT transactions will not be made without proper authorization of affected parties in accordance with Federal and State statutes and accepted business practices.
- Authentication of EFT requests and changes to existing EFTs are required prior to the transaction being input in the computer-based banking system and includes the following steps:
  1. **Validate**: All new electronic payment instruction requests received, even if the request is internal.
  2. **Contact**: The supplier or requestor must be contacted directly by phone to confirm any requests for payment method or payment instructions changes. Do not use the contact information provided on the request to change the payment method or payment instructions. Contact information known to be genuine must be used, such as the contact information in the master file or information collected from the original contract.
  3. **Authentication**: The contact must confirm existing payment instructions on file prior to making changes to those instructions (i.e. current bank account name, number, and routing information).
  4. **Document**: The authentication process that was followed must be documented to validate payment instructions and approved by the Finance Director.

The City will ensure that the auditor has access to files, records and documentation of all EFT transactions involving the City. Such information will also be supplied if the City changes banks.

### **Wire Transfers**

The Finance Department is the only department authorized to initiate wire transfers. Finance shall be responsible for the review of wire requests in order to ensure compliance, completeness, and proper general ledger recording. This method of payment will be used only when authorized by the Finance Director or his/her designee.

The City will utilize the security measures offered by the bank depository to prevent unauthorized individuals from initiating or modifying a wire transfer. Online banking systems should only be used by employees with proper system credentials and separate banking user IDs. One authorized Finance employee will initiate the wire transfer process and another authorized Finance employee, or the City Manager or Assistant City Manager will separately approve the wire transfer.

All wire transfer requests, including back-up wire information, invoice or other supporting documents will be forwarded to those authorized in the Finance Department to initiate wires. The wire transfer requests must include the name and address of the payee, full payment instructions including banking information. The bank and invoice information must be verified and if there is an inconsistency with the information provided, the wire initiator will contact the initiating department or proper party to obtain additional or corrected information. If all information agrees with the documentation, the wire will be approved.

The City may establish a wire template for wires that will be completed on a regular basis for items such as investments or regularly scheduled payments.

### **ACH Payments to Vendors**

The procedure to initiate an ACH payment is subject to the same procedures and controls that govern disbursement by any other payment mechanism including a check payment. ACH transactions will not be made without proper authorization. Currently, vendors may request payment via ACH otherwise through a check process.

Prior to a vendor receiving ACH payments for submitted invoices, a completed direct deposit authorization form must be submitted to accounts payable and will be approved by the Finance Department. The Finance Department will review the ABA number, bank account number, and name as shown on the supporting documentation. If all information



on the form and the supporting documentation is correct the data is recorded and attached to the vendor file. In the financial accounting system. The supporting documentation is filed and/or stored in a secured office location. **Any subsequent requests to change vendor banking information require a new vendor form ACH/Direct Deposit Authorization Form and will be confirmed directly via phone (using the phone number supplied in original vendor documentation) with the vendor by a Finance Department employee and authenticated by the Finance Director or his/or designee.**

The financial accounting system will generate an electronic file and an EFT check register report that will be used to complete the ACH transmission form with the City's banking institution, authorizing the debit and credit of funds between banks.

The Finance Department staff who initiate and complete EFT transactions are responsible for ensuring the financial internal controls are maintained, the activity is posted timely, and operational procedures are in place to reduce the risk of loss of City funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by City employees. The Finance department will monitor bank balances daily for unusual or unexpected transactions, reconcile bank activity to the general ledger on a timely manner, and investigate and resolve reconciling items each month.

### **Payroll Direct Deposit**

For the processing disbursements for payroll, each employee is required to complete a direct deposit authorization form. This form must contain bank information documentation in order to ensure proper setup. Account documentation may include a voided check or a bank notification stating the bank's transit and routing number in addition to the employees' account number. The form is signed by the employee and provided to Human Resources. Information is entered from the form into the employee record within the payroll system. If an employee wishes to change direct deposit information, a new form must be completed and signed. This information is limited to Human Resource personnel and Finance staff responsible for payroll.

### **Payroll Withholding**

Mount Pleasant currently pays certain invoices relating to payroll expenses through an EFT process. Upon completion of a payroll cycle, the vendor and invoice amount are identified and through a secure single user account, payroll staff initiate an ACH payment on the vendor site for the specific amount identified for each payroll cycle. The information including vendor, disbursement amount, and payroll cycle is maintained along with a confirmation that the ACH disbursement was accepted by vendor.

## Definitions

**Electronic Funds Transfer (EFT):** The electronic exchange (transfer of money from one bank account to another), either within a single financial institution or across multiple institutions, through computer-based systems. Wire transfers and ACH payments are examples of EFTs.

**Automated Clearing House (ACH):** This is an electronic payment delivery system that processes electronic credit and debit transactions, including direct deposits, within the United States using the American Bankers Association (ABA) number. These should be set up in the vendor file that denotes this type of payment method.

**Banking Information:** Information from the payee or their bank regarding their account. This information includes bank name, account name, account number, routing number, bank contact information and any other information necessary to transmit funds.

**Wire Transfer:** This is an electronic transfer of funds from one bank to another initiated directly with the payer's bank. This type of transfer utilizes a system operated by the Federal Reserve Banks and is **more costly** compared to transactions involving checks or ACH.

City Finance staff shall ensure that all available safety precautions are followed:

- Each user initiating or approving wire transfers must have a separate banking user id.
- Only setting up wire transfers for debt service payments, transfers between City bank accounts, acquisitions, and other transactions as required, only with approval of the City Manager/Finance Director.
- Ensuring a secure process for creating, securing, sending and authenticating direct deposit transmittal files to prevent unauthorized modification or submission.
- If banking fraud is discovered in the EFT process, the fraud must be reported to the Finance Director immediately. Steps should be taken with the bank depository to mitigate the fraud, and the appropriate entities notified as necessary.



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Anthony Rasor, Utilities Director

**Department:** Utilities

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**Subject: Consider pay request #18 from Heritage Construction LLC for work performed at the Southside Wastewater Treatment Plant.**

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**Item Summary:**

Pay Request #18 is in the amount of \$675,331.04. This payment is for piping and valves on the head works of the basin, about 60% complete with air diffusers in the east aeration basin, placed mechanical equipment in east and west clarifiers.

**Financial Impact:**

Amount Payable \$675,331.04  
Original Construction \$40,549,300.00  
Total Adjusted Contract \$41,012,657.85  
Completed Contract Cost to Date \$26,690,703.76  
Percentage time complete 70.53%  
Percent money 53.34%

**Recommendation(s):**

motion to approve pay request #18 in the amount of \$675,331.04 to Heritage Construction

**Attachments:**

[MP160 PE No. 18](#)

[MP160 PE No. 18 MOH](#)

[Updated pic](#)

# PROGRESS ESTIMATE

KSA ENGINEERS, INC.  
140 E. TYLER ST., SUITE 600  
LONGVIEW, TX 75601

Estimate No.: 18

Notice to Proceed Date:	May 15, 2023
Contract Time:	750 Days
% Complete (Time)	70.53%
% Complete (\$)	53.34%
Project No:	MP.160

Date: October 25, 2024  
 Project: Southside WWTP Improvements  
 Period: From: 09/26/2024 To: 10/25/2024  
 Contractor: Heritage Constructors, Inc.  
 Address: 3737 Lamar Ave., Suite 700, Paris, TX 75460  
 Amount of Contract as Awarded: \$40,549,300.00

PREVIOUS PAYMENTS AUTHORIZED

#1 thru #9	14,783,654.04	#18
#10	1,283,935.08	#19
#11	1,100,742.51	#20
#12	2,050,106.13	#21
#13	2,417,335.80	#22
#14	1,637,803.11	#23
#15	1,185,105.12	#24
#16	1,073,216.20	#25
#17	1,158,805.77	#26

Total Payments  
Previously Authorized: \$26,690,703.76

Change Orders:

# 1 \$	463,357.85	# 6 \$	
# 2 \$		# 7 \$	
# 3 \$		# 8 \$	
# 4 \$		# 9 \$	
# 5 \$		#10 \$	

Total Change Orders: \$463,357.85  
 Total Adjusted Contract: \$41,012,657.85

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
<b>SCHEDULE 1.0 - BASE BID</b>								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	\$1,900,000.00	\$1,900,000.00
1.02	Stormwater Pollution Prevention	LS	1	0.80	0.05	0.85	\$15,000.00	\$12,750.00
1.03	<b>Headworks Facility</b>							
1.03A	Excavation, Embedment, & Backfill	LS	1	0.98		0.98	\$290,000.00	\$284,200.00
1.03B	Concrete	LS	1	0.98		0.98	\$250,000.00	\$245,000.00
1.03C	Pipe & Valves	LS	1	0.85	0.10	0.95	\$750,000.00	\$712,500.00
1.03D	Major Equipment	LS	1	0.05	0.03	0.08	\$1,400,000.00	\$112,000.00
1.04	<b>Aeration System</b>							
1.04A	Excavation, Embedment, & Backfill	LS	1	0.99		0.99	\$900,000.00	\$891,000.00
1.04B	Drilled Piers	LS	1	1.00		1.00	\$600,000.00	\$600,000.00
1.04C	Concrete	LS	1	1.00		1.00	\$1,100,000.00	\$1,100,000.00
1.04D	Pipe & Valves	LS	1	0.85	0.08	0.93	\$900,000.00	\$837,000.00
1.04E	Major Equipment	LS	1	0.10	0.50	0.60	\$1,200,000.00	\$720,000.00
1.05	<b>Final Clarifiers 1, 3 &amp; 4</b>							
1.05A	Excavation, Embedment, & Backfill	LS	1	0.99	0.01	1.00	\$515,000.00	\$515,000.00
1.05B	Drilled Piers	LS	1	1.00		1.00	\$375,000.00	\$375,000.00
1.05C	Concrete	LS	1	1.00		1.00	\$1,000,000.00	\$1,000,000.00
1.05D	Pipe & Valves	LS	1	0.90	0.08	0.98	\$750,000.00	\$735,000.00
1.05E	Major Equipment	LS	1	0.60	0.10	0.70	\$1,200,000.00	\$840,000.00
1.06	RAS/WAS Pump Station	LS	1	0.40	0.30	0.70	\$703,000.00	\$492,100.00
1.07	Tertiary Filter Improvements	LS	1	0.00	0.05	0.05	\$530,600.00	\$26,530.00
1.08	<b>Disinfection System</b>							
1.08A	Excavation, Embedment, & Backfill	LS	1	0.10	0.25	0.35	\$368,000.00	\$128,800.00
1.08B	Concrete	LS	1	0.00		0.00	\$1,100,000.00	\$0.00
1.08C	Pipe, Valves, & Appurtenances	LS	1	0.00		0.00	\$100,000.00	\$0.00
1.08D	Major Equipment	LS	1	0.00		0.00	\$600,000.00	\$0.00
1.09	<b>Effluent Lift Station</b>							
1.09A	Excavation, Embedment, & Backfill	LS	1	0.10	0.20	0.30	\$271,000.00	\$81,300.00
1.09B	Concrete	LS	1	0.00		0.00	\$600,000.00	\$0.00
1.09C	Pumps, Pipe, & Valves	LS	1	0.00		0.00	\$200,000.00	\$0.00
1.10	Outfall Pipeline	LS	1	1.00		1.00	\$6,207,000.00	\$6,207,000.00
1.11	Sludge Dewatering Building	LS	1	0.10		0.10	\$773,000.00	\$77,300.00
1.12	<b>Yard Piping and Plant Drain Lift Station</b>							
1.12A	Yard Piping	LS	1	0.60	0.05	0.65	\$853,472.00	\$554,756.80
1.12B	Plant Drain Lift Station: Excavation, Embedment & Backfill	LS	1	0.85	0.15	1.00	\$100,000.00	\$100,000.00
1.12C	Plant Drain Lift Station: Concrete	LS	1	1.00		1.00	\$200,000.00	\$200,000.00
1.12D	Plant Drain Lift Station: Major Equipment	LS	1	0.00		0.00	\$200,000.00	\$0.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
1.13	Sitework							
1.13A	Demolition & Disposal	LS	1	0.90		0.90	\$129,000.00	\$116,100.00
1.13B	Trucking & Stockpiling	LS	1	0.90		0.90	\$685,000.00	\$616,500.00
1.13C	Fence & Gate	LS	1	0.00		0.00	\$75,000.00	\$0.00
1.13D	Miscellaneous Metals	LS	1	0.15	0.05	0.20	\$340,000.00	\$68,000.00
1.13E	Pavement	LS	1	0.00		0.00	\$400,000.00	\$0.00
1.14	SCADA and Power System Study Allowance	AL	1	0.00	0.05	0.05	\$200,000.00	\$10,000.00
1.15	Electrical and Controls							
1.15A	Temporary Power & Dewatering	LS	1	0.95	0.02	0.97	\$440,000.00	\$426,800.00
1.15B	MCC Improvements	LS	1	0.05		0.05	\$1,850,000.00	\$92,500.00
1.15C	Generator & ATS	LS	1	0.05		0.05	\$1,350,000.00	\$67,500.00
1.15D	Above Ground Wiring & Conduits	LS	1	0.10	0.05	0.15	\$1,500,000.00	\$225,000.00
1.15E	Below Grade & Ductbanks	LS	1	0.18	0.07	0.25	\$1,800,000.00	\$450,000.00
1.15F	Lighting	LS	1	0.00		0.00	\$500,000.00	\$0.00
1.15G	Devices, Panels, Flow Meters & Fire Alarm	LS	1	0.02		0.02	\$1,000,000.00	\$20,000.00
1.16	Trench and Excavation Safety	LS	1	0.90		0.90	\$5,500.00	\$4,950.00
1.17	Miscellaneous Allowance	AL	1	0.00		0.00	*4 \$358,961.12	\$0.00
1.18	Tertiary Filter Allowance	AL	1	0.00		0.00	\$1,362,333.00	\$0.00
1.19	Care of Water During Construction	LS	1	0.71	0.02	0.73	\$1,142,095.00	\$833,729.35
<b>SCHEDULE 2.0 - BID ALTERNATES</b>								
2.01	Clarifier No. 2 Rehabilitation	LS	1	0.03	0.02	0.05	\$345,300.00	\$17,265.00
2.02	Bar Screens No. 1 and No. 2	LS	1	0.00		0.00	\$476,000.00	\$0.00
2.03	Dewatering Press No. 2	LS	1	0.00		0.00	\$498,000.00	\$0.00
<b>FIELD WORK ORDER No. 1</b>								
*WO1.1	Temporary Electric Conduit Reroute for Sludge Valves	LS	1	1.00		1.00	\$5,424.41	\$5,424.41
<b>FIELD WORK ORDER No. 2</b>								
*2WO2.1	Dewatering Press Modifications to Add a Circuit and Booster	LS	1	0.00		0.00	\$5,117.00	\$0.00
<b>FIELD WORK ORDER No. 3</b>								
*3WO3.1	Blower Building a Adjustment to avoid existing electrical conduits	LS	1	1.00		1.00	\$10,607.47	\$10,607.47
<b>FIELD WORK ORDER No. 4</b>								
*4WO4.1	Remove and replace existing screw pumps with new screw pumps, bypass pumping, gearbox modification for new pumps, commissioning and start up	LS	1	1.00		1.00	\$119,890.00	\$119,890.00
<b>Change Order No. 1</b>								
^CO 1.1	Refurbishment of Two (2) Existing 60-in Diameter Internallift Screw Pumps (Evoqua)	LS	1	0.10		0.10	\$463,357.85	\$46,335.79

\*Per FWO No. 1; \*2 Per FWO No. 2; \*3 Per FWO No. 3; \*4 Per FWO No. 4

^Per Change Order No. 1

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT PAYABLE**. The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.

KSA ENGINEERS, INC.

By		Total Amount to Date	\$21,877,838.82
Date	October 28, 2024	Material on Hand	\$6,928,513.60
Approved:	CITY OF MOUNT PLEASANT	Less 5% Retainage	\$1,440,317.62
By		Net Total	\$27,366,034.80
Date		Less Previous Payments	\$26,690,703.76
		<b>Amount Payable to Contractor This Estimate</b>	<b>\$675,331.04</b>

# MATERIALS ON HAND

KSA ENGINEERS, INC.  
140 E. TYLER ST., SUITE 600  
LONGVIEW, TX 75601

Estimate No.: 18

Date: October 25, 2024

Project: Southside WWTP Improvements

Item	Description	Received this Period	Original Invoice Amount	Amount Installed to Date	Balance on Hand (\$)
1.	Hartman Specialty (July Invoice 727389)		\$32,021.98	\$32,021.98	\$0.00
2.	Hartman Specialty (July Invoice 730302)		\$22,663.20	\$22,663.20	\$0.00
3.	Hartman Specialty (July Invoice 730339)		\$22,663.20	\$22,663.20	\$0.00
4.	Thompson Pipe Group (Invoice 99011990)		\$120,411.64	\$120,411.64	\$0.00
5.	Thompson Pipe Group (Invoice 99012022)		\$134,649.06	\$134,649.06	\$0.00
6.	Thompson Pipe Group (Invoice 99012046)		\$94,922.84	\$94,922.84	\$0.00
7.	Hartwell (Invoice 23-095) August		\$445,280.00		\$445,280.00
8.	Hartmann (Invoice 734366) August		\$27,840.40	\$27,840.40	\$0.00
9.	Hayes (Invoices 1019-365,364,363,362)		\$168,991.20	\$168,991.20	\$0.00
10.	Hayes (Invoices 1019-357,359,360,361)		\$168,578.20	\$168,578.20	\$0.00
11.	Hayes (Invoice 1016161) August		\$279,007.00	\$279,007.00	\$0.00
12.	Hayes (Invoices 1018-568,585,1019018)		\$178,772.50	\$178,772.50	\$0.00
13.	Hayes (Invoices 1019-366,367,656,657,658)		\$211,264.20	\$211,264.20	\$0.00
14.	Thompson (Invoice 99012124) September		\$38,471.16	\$38,471.16	\$0.00
15.	Thompson (Invoices 99012188, 12195, 12210, 12225) September		\$377,626.72	\$377,626.72	\$0.00
16.	Thompson (Invoices 99012227, 12245) September		\$192,361.83	\$192,361.83	\$0.00
17.	Hayes (Wicker) September		\$180,422.20	\$180,422.20	\$0.00
18.	Hartman (Invoices 735835, 735282) September		\$36,752.80	\$36,752.80	\$0.00
19.	Hayes (Invoices 1022951, 1020930) September		\$81,553.95	\$81,553.95	\$0.00
20.	GEO Solutions (October Invoice)		\$20,870.30	\$20,870.30	\$0.00
21.	Huber (October Invoice)		\$34,018.00	\$34,018.00	\$0.00
22.	Hayes (October Invoices 1028925, 927, 929)		\$240,060.00	\$160,060.00	\$80,000.00
23.	Hayes (October Invoices 1028934, 937)		\$120,960.00	\$120,960.00	\$0.00
24.	H&K Electric (Oct Invoices 1014320, 58512171.001)		\$48,634.00	\$10,634.00	\$38,000.00
25.	Pump Solutions (October Invoice 101112)		\$13,026.00	\$13,026.00	\$0.00
26.	Hartman (Nov. Invoices 745559,745560,745607)		\$76,175.68	\$76,175.68	\$0.00
27.	Hayes Pipe (Nov. Invoices 1034105, 1034460, 1032242, 1032203)		\$157,814.00	\$52,814.00	\$105,000.00
28.	Hayes Pipe (Nov. Invoices 103303, 1031047, 1031060)		\$152,205.05	\$47,205.05	\$105,000.00
29.	Pump Solutions (Nov. Invoice 2023-11138)		\$21,000.00	\$21,000.00	\$0.00
30.	Aqua Aerobics (Dec. Invoice 1040175)		\$1,175,247.68		\$1,175,247.68
31.	Saveco (Dec. Invoice WEC221194)		\$579,500.00		\$579,500.00
32.	Saveco (Dec. Invoice WE221194-SU)		\$30,500.00	\$30,500.00	\$0.00
33.	Hayes (Dec. Invoice 1037627)		\$139,443.00	\$25,443.00	\$114,000.00
34.	Hayes (Dec. Invoice 1038881)		\$38,086.00	\$38,086.00	\$0.00
35.	Hayes (Jan. Invoice 1040085)		\$176,506.00	\$25,506.00	\$151,000.00
36.	Hayes (Jan. Invoice 1039532, 1039533)		\$58,401.00	\$58,401.00	\$0.00
37.	Hartman (Jan. Invoice 750574,750575,750789,750790)		\$65,484.72	\$65,484.72	\$0.00
38.	Hartman (Jan. Invoice 751113)		\$20,623.12	\$20,623.12	\$0.00
39.	Hartman (Feb Invoice 751115,756052,753364,753365)		\$90,324.08	\$90,324.08	\$0.00
40.	Hartman (Feb Invoice 753743,753744,754064,754065)		\$75,671.68	\$75,671.68	\$0.00
41.	Hartman (Feb Invoice 754364,754365,754716)		\$70,901.42	\$70,901.42	\$0.00
42.	Hayes Pipe (Feb Invoice 1046404,1046406,1047532)		\$86,583.00	\$86,583.00	\$0.00
43.	Seguin (Feb Invoice 2301102,2301103)		\$161,560.00	\$30,560.00	\$131,000.00
44.	Walker (Feb Invoice 025524)		\$179,236.00	\$179,236.00	\$0.00
45.	Newman Regency (Mar Invoice 2260B18166)		\$537,916.00		\$537,916.00
46.	Evoqua (Apr Invoice 906415912)		\$781,850.00		\$781,850.00
47.	EDI (Apr Invoice 304498)		\$155,000.00		\$155,000.00

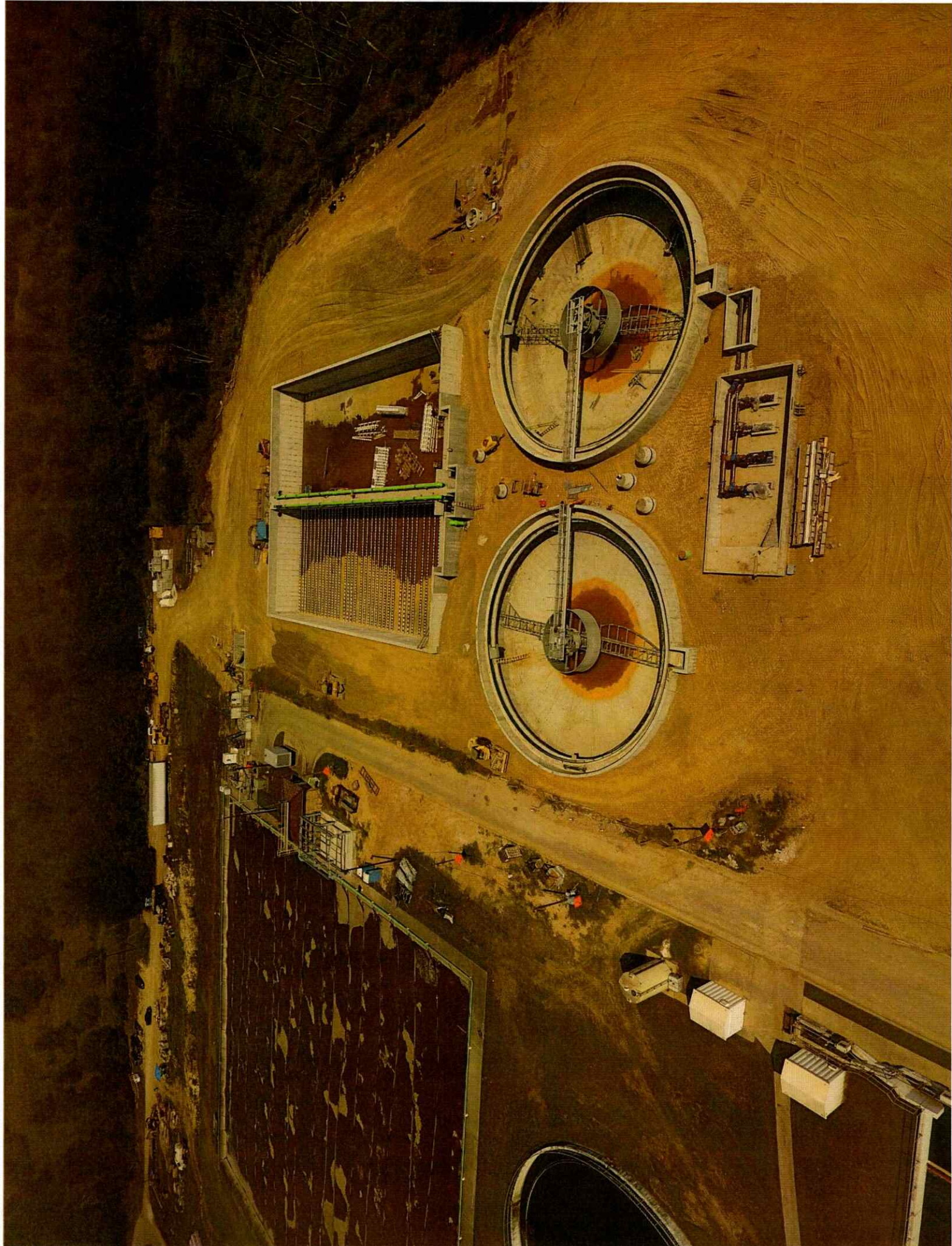
Item	Description	Received this Period	Original Invoice Amount	Amount Installed to Date	Balance on Hand (\$)
48.	Pump Solutions (Apr Invoice 2024-0332)		\$399,807.00	\$299,807.00	\$100,000.00
49.	Sequin Fabricators (Apr Invoice 2301104)		\$171,538.00	\$11,538.00	\$160,000.00
50.	Aqua Aerobics (May Invoice 1041946))		\$187,085.32	\$187,085.32	\$0.00
51.	Walker (May Invoice 025650)		\$173,250.00	\$173,250.00	\$0.00
52.	Pump Solutions (May Invoice 20240414)		\$117,000.00	\$7,000.00	\$110,000.00
53.	Hayes Pipe (May Invoices 1055460, 1055902, 1053952, 1056394)		\$61,029.00	\$6,029.00	\$55,000.00
54.	Sequin (May Invoice 2301105)		\$47,000.00	\$27,000.00	\$20,000.00
55.	Hartmann (May Invoices 761841, 763623)		\$18,000.63	\$18,000.63	\$0.00
56.	Hartman (Jun Invoice 766290)		\$5,771.00	\$5,771.00	\$0.00
57.	Municipal Valve & Equip (Jun Invoice 30777)		\$7,200.00	\$7,200.00	\$0.00
58.	H&K Electric (Jun Invoice S9292708.001)		\$566,351.28		\$566,351.28
59.	Inovair (Jul Invoice 373781)		\$345,042.00		\$345,042.00
60.	CED - H&K (Aug Inv. 1014288,10143091014320,13276.60)		\$91,315.53		\$91,315.53
61.	Crawford-H&K (Aug Inv. 12117917.003,12117918.002,12117919.002,12219293.02)		\$49,864.72		\$49,864.72
62.	Elliott- H&K (Aug Inv. 30-98792-01)		\$12,710.30		\$12,710.30
63.	Hartmen (Aug Inv. 775274,774504)		\$50,674.73	\$50,674.73	\$0.00
64.	Hayes Pipe (Aug Inv. 1072177, 1072898, 1076853)		\$23,290.00	\$5,290.00	\$18,000.00
65.	Huber (Aug Inv. I10007747)		\$125,000.00		\$125,000.00
66.	Lindsey - H&K (Aug Inv. 157819)		\$39,573.00		\$39,573.00
67.	WES - H&K (Aug Inv. 512171.001,8528638.007,8528638.009,8528638.013)		\$48,293.04		\$48,293.04
68.	WES - H&K (Aug Inv. 8528638.017,8528638.021,8528638.027,8601278.001))		\$101,470.70		\$101,470.70
69.	Alliance (Sept. Inv. 001549, 001512)		\$81,220.00		\$81,220.00
70.	Global (Sept. Inv. 45997-1, 45997-3, 45997-2)		\$164,472.10		\$164,472.10
71.	Municipal Valve (Sept. Inv. 31399)		\$10,902.50	\$5,902.50	\$5,000.00
72.	Nixon-H&K (Sept. Inv. S23-6906-1)		\$315,200.00		\$315,200.00
73.	WES-H&K (Sept. Inv. S8528638.035)		\$79,258.10		\$79,258.10
74.	Hartmen (October Inv. 782458)	\$9,185.15			\$9,185.15
75.	Hayes (October Inv. 1083672)	\$9,964.00			\$9,964.00
76.	Municipal Valve (October Inv. 31746)	\$22,800.00			\$22,800.00

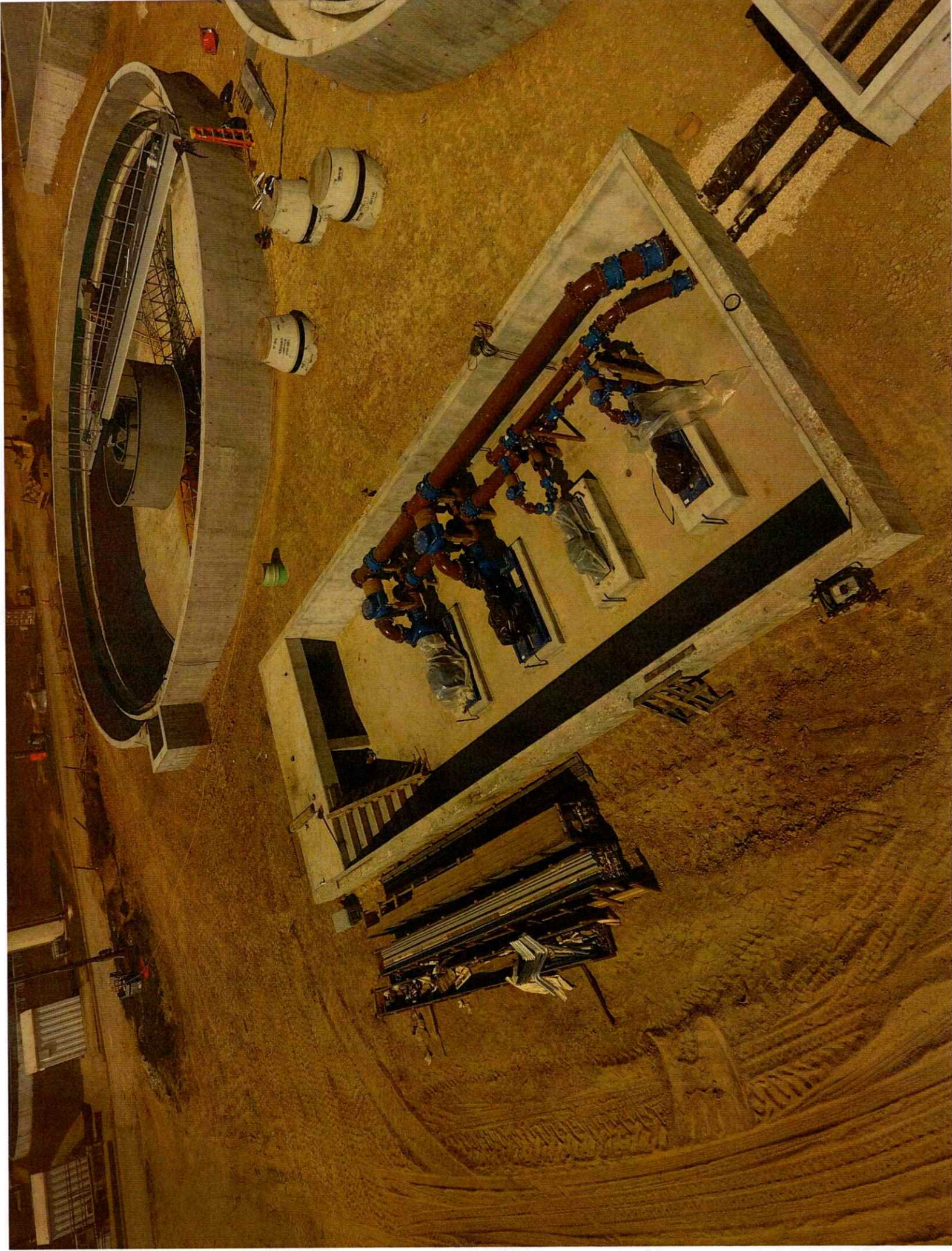
**\$6,928,513.60**

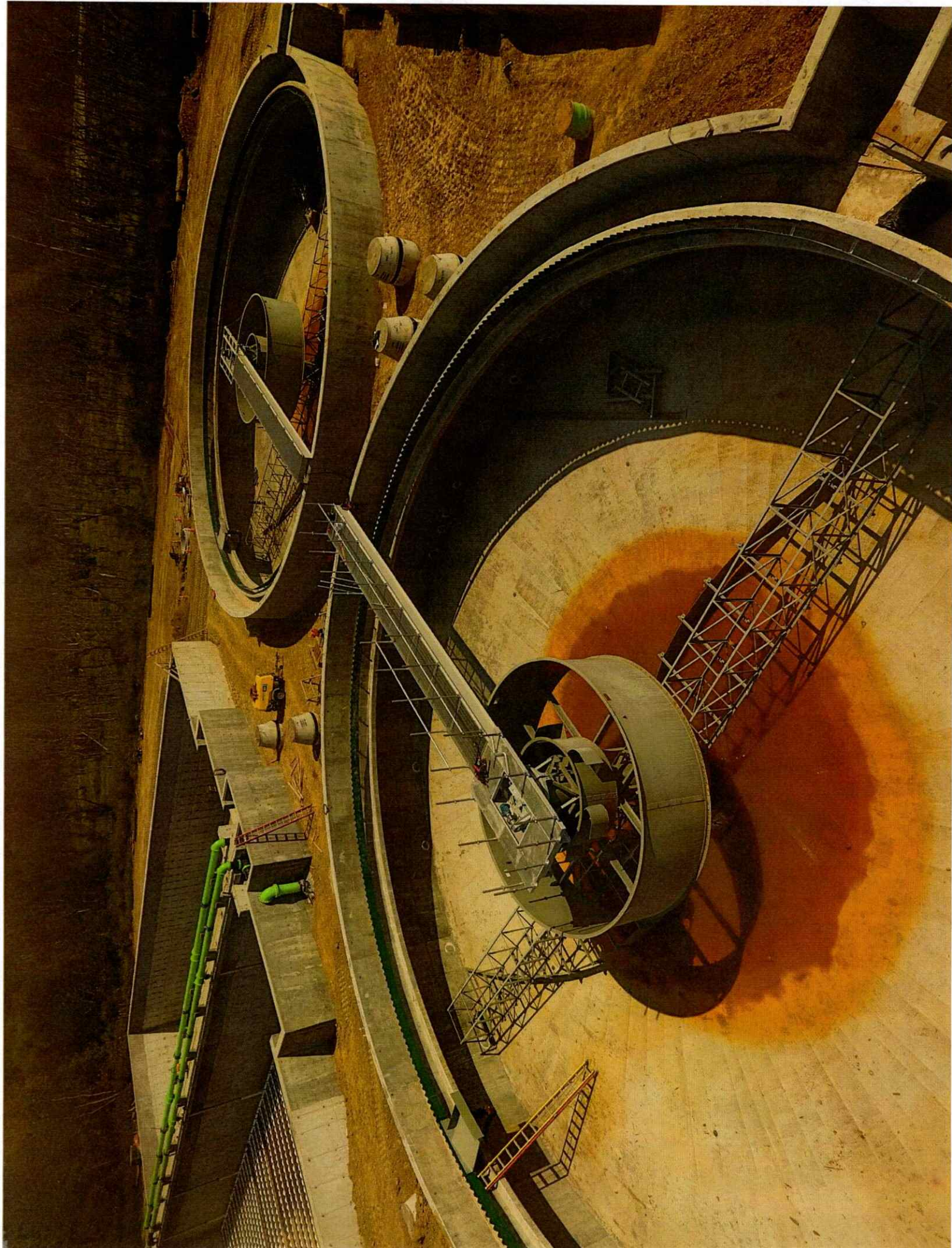








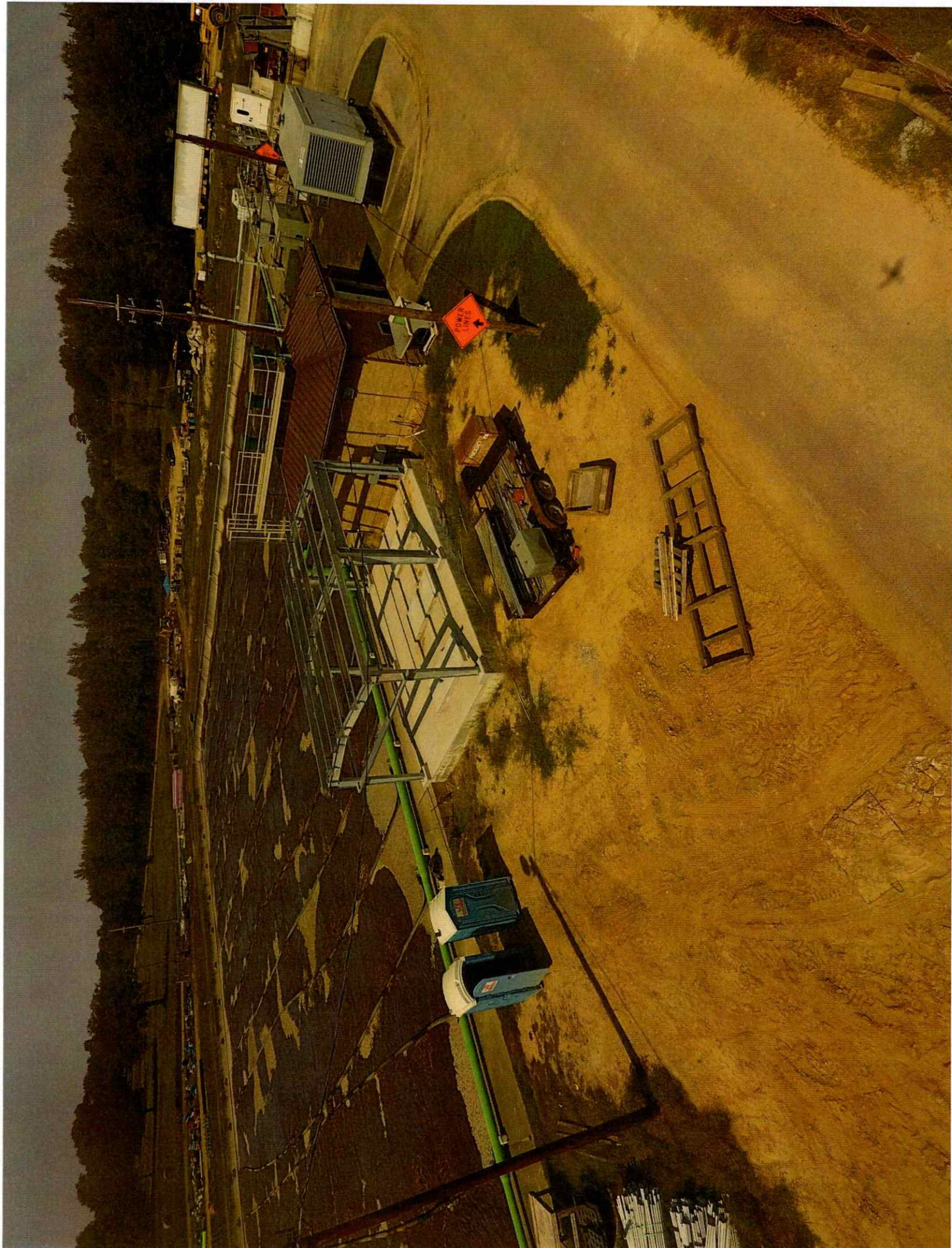






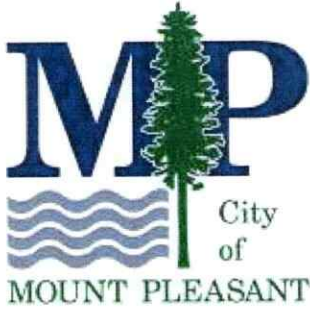












# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Anthony Rasor, Utilities Director

**Department:** Utilities

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**Subject:** Consider pay request #1 for Wicker Construction, Inc. for work performed on the West Loop Wastewater Collection Project.

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**Item Summary:**

Pay Request #1 is in the amount of \$170,762.50. This pay request is for mobilization and clearing of right of way.

**Financial Impact:**

Original Construction \$9,816,351.10

Payments Previously Authorized \$0

The amount of this pay request is \$170,762.50

**Recommendation(s):**

Motion to approve pay request #1" in the amount of \$170,762.50 to Wicker Construction

**Attachments:**

[MP162 PE No. 1](#)

# PROGRESS ESTIMATE

KSA ENGINEERS, INC.  
140 E. TYLER ST., SUITE 600  
LONGVIEW, TX 75601

Estimate No.: 1

Date: October 28, 2024

Project: West Loop Wastewater Collection Improvements

Period: From: 10/01/2024 To: 10/25/2024

Contractor: Wicker Construction, Inc.

Address: PO Box 6765, Shreveport, LA 71136

Amount of Contract as Awarded: \$9,816,351.10

Notice to Proceed Date: September 3, 2024

Contract Time: 580 Days

% Complete (Time): 9.48%

% Complete (\$): 1.83%

Project No: MP.162

PREVIOUS PAYMENTS AUTHORIZED

#1	_____	#10	_____
#2	_____	#11	_____
#3	_____	#12	_____
#4	_____	#13	_____
#5	_____	#14	_____
#6	_____	#15	_____
#7	_____	#16	_____
#8	_____	#17	_____
#9	_____	#18	_____

Change Orders:

# 1 \$	_____	# 6 \$	_____
# 2 \$	_____	# 7 \$	_____
# 3 \$	_____	# 8 \$	_____
# 4 \$	_____	# 9 \$	_____
# 5 \$	_____	#10 \$	_____

Total Change Orders: \$0.00

Total Adjusted Contract: \$9,816,351.10

Total Payments \_\_\_\_\_

Previously Authorized: \$0.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
<b>BASE BID</b>								
1.01	Mobilization, Insurance, and Bonding	LS	1	0.00	0.25	0.25	\$485,000.00	\$121,250.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	0.00		0.00	\$15,000.00	\$0.00
1.03	Storm Water Pollution Prevention	LS	1	0.00		0.00	\$2,000.00	\$0.00
1.04	Care of Water During Construction	LS	1	0.00		0.00	\$2,500.00	\$0.00
1.05	Temporary Bypass Pumping	LS	1	0.00		0.00	\$1,500.00	\$0.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	0.00		0.00	\$17,500.00	\$0.00
1.07	Force Main Testing	LS	1	0.00		0.00	\$5,000.00	\$0.00
1.08	Excavation Safety	LS	1	0.00		0.00	\$5,000.00	\$0.00
1.09	Trench Safety	LF	41,954	0.00		0.00	\$0.65	\$0.00
1.10	6-in SDR 21 PVC Force Main	LF	51	0.00		0.00	\$111.00	\$0.00
1.11	6-in SDR 21 Restrained Joint PVC Force Main	LF	43	0.00		0.00	\$69.00	\$0.00
1.12	6-in SDR 26 Restrained Joint PVC Sanitary Sewer Line	LF	68	0.00		0.00	\$85.00	\$0.00
1.13	8-in SDR 21 PVC Force Main	LF	9,730	0.00		0.00	\$64.00	\$0.00
1.14	8-in SDR 21 Restrained Joint PVC Sanitary Sewer Line	LF	1,044	0.00		0.00	\$62.00	\$0.00
1.15	8-in SDR 21 Restrained Joint PVC Sanitary Sewer by Wet Bore	LF	260	0.00		0.00	\$182.00	\$0.00
1.16	12-in SDR 26 PVC Sanitary Sewer Line	LF	8,636	0.00		0.00	\$79.00	\$0.00
1.17	12-in SDR 26 Restrained Joint PVC Sanitary Sewer Line	LF	1,455	0.00		0.00	\$85.00	\$0.00
1.18	18-in PS 115 PVC Sanitary Sewer Line (0FT to 8FT Open Cut)	LF	12,316	0.00		0.00	\$98.00	\$0.00
1.19	18-in PS 115 PVC Sanitary Sewer Line (8FT to 12FT Open Cut)	LF	7,040	0.00		0.00	\$103.00	\$0.00
1.20	18-in PS 115 PVC Sanitary Sewer Line (>12FT Open Cut)	LF	3,410	0.00		0.00	\$108.00	\$0.00
1.21	18-in PS 115 Restrained Joint PVC Sanitary Sewer Line	LF	1,601	0.00		0.00	\$143.00	\$0.00
1.22	12-in Steel Encasement by Dry Bore	LF	106	0.00		0.00	\$260.00	\$0.00
1.23	16-in Steel Encasement by Open Cut	LF	341	0.00		0.00	\$115.00	\$0.00
1.24	16-in Steel Encasement by Dry Bore	LF	544	0.00		0.00	\$410.00	\$0.00
1.25	16-in Steel Encasement by Open Cut with Pipe Supports	LF	240	0.00		0.00	\$145.00	\$0.00
1.26	24-in Steel Encasement by Open Cut	LF	100	0.00		0.00	\$210.00	\$0.00
1.27	24-in Steel Encasement by Dry Bore	LF	774	0.00		0.00	\$628.00	\$0.00
1.28	24-in Steel Encasement by Open Cut with Pipe Supports	LF	460	0.00		0.00	\$240.00	\$0.00
1.29	30-in Steel Encasement by Open Cut	LF	320	0.00		0.00	\$255.00	\$0.00
1.30	30-in Steel Encasement by Dry Bore	LF	1,067	0.00		0.00	\$720.00	\$0.00
1.31	30-in Steel Encasement by Open Cut with Pipe Supports	LF	80	0.00		0.00	\$310.00	\$0.00
1.32	30-in Steel Encasement by Dry Bore at Railroad Crossing	LF	120	0.00		0.00	\$1,145.00	\$0.00
1.33	48-in Sanitary Sewer Manhole (0FT to 8FT Deep)	EA	88	0.00		0.00	\$8,750.00	\$0.00
1.34	Extra Depth for Manholes	VF	225	0.00		0.00	\$620.00	\$0.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
1.35	60-in Sanitary Sewer Manhole	EA	6	0.00		0.00	\$12,128.00	\$0.00
1.36	Drop Piping for Manholes	EA	10	0.00		0.00	\$7,039.00	\$0.00
1.37	Combination Air Valve	EA	4	0.00		0.00	\$3,150.00	\$0.00
1.38	8-in Plug Valve	EA	4	0.00		0.00	\$2,520.00	\$0.00
1.39	Cut, Plug, and Abandon Existing Sewer Line	EA	10	0.00		0.00	\$895.00	\$0.00
1.40	Connect to Existing Sewer Line	EA	5	0.00		0.00	\$2,593.00	\$0.00
1.41	Long Side Sewer Service	EA	7	0.00		0.00	\$3,365.00	\$0.00
1.42	Short Side Sewer Service	EA	4	0.00		0.00	\$1,689.00	\$0.00
1.43	Remove and Replace Barbed Wire Fence	LF	610	0.00		0.00	\$17.00	\$0.00
1.44	Install Access Gate	E	13	0.00		0.00	\$950.00	\$0.00
1.45	Open Cut and Repair Asphalt	SY	262	0.00		0.00	\$85.00	\$0.00
1.46	Open Cut and Repair Concrete	SY	132	0.00		0.00	\$100.00	\$0.00
1.47	Open Cut and Repair Gravel	SY	186	0.00		0.00	\$45.00	\$0.00
1.48	24-in RCP Culvert	LF	66	0.00		0.00	\$140.00	\$0.00
1.49	Type R Rock Rip Rap	CY	132	0.00		0.00	\$240.00	\$0.00
1.50	Demolish Existing Lift Station and Appurtenances	EA	3	0.00		0.00	\$12,500.00	\$0.00
1.51	FM 127 Lift Station and Appurtenances	LS	1	0.00		0.00	\$294,000.00	\$0.00
1.52	FM 271 Lift Station and Appurtenances	LS	1	0.00		0.00	\$290,000.00	\$0.00
1.53	6-ft Tall Intruder Resistant Chain Link Fence	LF	264	0.00		0.00	\$50.00	\$0.00
1.54	All Weather Access	SY	620	0.00		0.00	\$48.00	\$0.00
1.55	Electrical Improvements	LS	1	0.00		0.00	\$283,000.00	\$0.00
1.56	Filter Fabric Fence	LF	15,000	0.00		0.00	\$3.00	\$0.00
1.57	Foundation Material for Unstable Trench	CY	7,770	0.00		0.00	\$1.00	\$0.00
1.58	Erosion Control Matting	SY	500	0.00		0.00	\$5.00	\$0.00
1.59	Temporary Creek Crossing	EA	1	0.00		0.00	\$20,650.00	\$0.00
1.60	Seed and Fertilize	AC	37	0.00		0.00	\$850.00	\$0.00
1.61	Clearing Grubbing	AC	37	0.00	13.00	13.00	\$4,500.00	\$58,500.00
1.62	Special Provisions for Landowners	LS	1	0.00		0.00	\$5,000.00	\$0.00
1.63	Miscellaneous Allowance	AL	1	0.00		0.00	\$540,000.00	\$0.00
1.64	Railroad Flagman, Observation, and Survey Allowance	AL	1	0.00		0.00	\$200,000.00	\$0.00
1.65	Remove and Dispose of Existing Sanitary Sewer Line	LF	922	0.00		0.00	\$17.00	\$0.00

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT PAYABLE**. The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.

**KSA ENGINEERS, INC.**

By                     Brian C. Pritchett                      
Date                     October 28, 2024                      
Approved: **CITY OF MOUNT PLEASANT**  
By \_\_\_\_\_  
Date \_\_\_\_\_

Total Amount to Date	\$179,750.00
Material on Hand	\$0.00
Less 5% Retainage	\$8,987.50
Net Total	\$170,762.50
Less Previous Payments	\$0.00
<b>Amount Payable to Contractor This Estimate</b>	<b>\$170,762.50</b>



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Lynn Barrett, Director of Development Services

**Department:** Planning

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**Subject:** Consider a request from McKenzie Joseck, P.E., on behalf of Mount Pleasant Economic Development Corporation, for approval of a final plat, being a 10.907-acre tract of land, a portion of Mount Pleasant Business Park, situated east of Old Cookeville Road and north of E. 16th Street. FP-2024-06

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## **Item Summary:**

This plat represents an expansion of the existing EDC's Mount Pleasant Business Park along Commerce Drive adjacent to I-30. On June 18, 2024, City Council approved the Preliminary Plat of this subdivision. City staff subsequently have given final approval of the civil construction plans, and TXDOT has approved the connection point at US 67. This plat meets the requirements of Section 154 of the Subdivision Regulations of the City of Mount Pleasant, and city staff recommends approval of the final plat.

## **Financial Impact:**

This is a Mount Pleasant Economic Development funded project to construct the roadway between the two future development tracts with no direct costs to the city.

## **Recommendation(s):**

Motion to approve the final plat of the Highway 67 Mount Pleasant Business Park Industrial Complex Addition as presented by staff.

## **Attachments:**

[maps](#)

# CITY OF MOUNT PLEASANT

## CITY COUNCIL MEMORANDUM

### PLANNING DEPARTMENT

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**TO:** Mayor and City Council  
**CC:** Greg Nyhoff, *Interim City Manager*  
Candias Webster, *Assistant City Manager/City Secretary*

**FROM:** Lynn Barrett, *Director of Development Services*

**DATE:** November 19, 2024

**SUBJECT:** FP-2024-06: U.S. Hwy 67 Mount Pleasant Business Park Industrial Complex Addition

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An application has been submitted by McKenzie Joseck, P.E., on behalf of Nathan Tafoya of the Mount Pleasant EDC for the approval of a final plat for the U.S. Hwy 67 Mount Pleasant Business Park Industrial Complex Addition. The subject property is a 10.907-acre tract of land generally situated east of Old Cookeville Road and north of E. 16<sup>th</sup> Street. Owner of the property, Mount Pleasant EDC is expanding the business park by developing this area for future development of light manufacturing, offices, and distribution centers. The plat divides the property into Blocks A and B bisected by a new city street, Logistics Parkway.

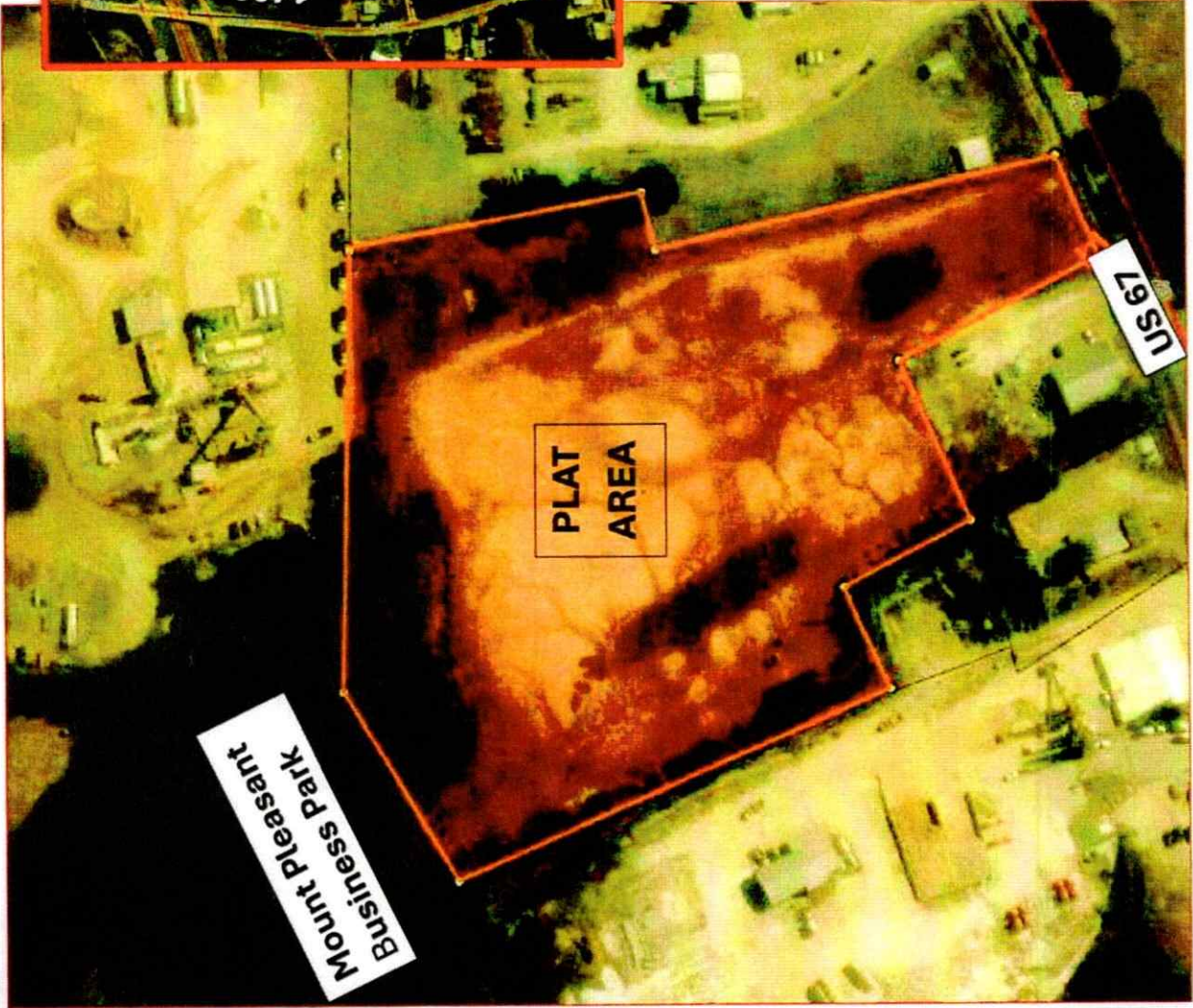
The applicant intends to tie into the ten (10)-inch water main and the existing eight (8)-inch sanitary sewer lines that are located along E. 16<sup>th</sup> Street and extend these services to the subdivision. Additionally, the proposed 60-foot-wide right of way for a minor collector street will be constructed with a temporary turnaround at beginning stages of development, which is shown on the plat. Logistics Parkway will provide access from E. 16<sup>th</sup> Street and will eventually extend to Commerce Street to add additional traffic circulation into the main portion of the Mount Pleasant Business Park.

On June 18, 2024, the City Council approved the Preliminary Plat of the subdivision. Staff have given approval of the civil construction plans and TXDOT has approved the connection point at US 67.

This plat meets the requirements of Section 154 of the Subdivision Regulations of the City of Mount Pleasant, and city staff recommends approval of the final plat.

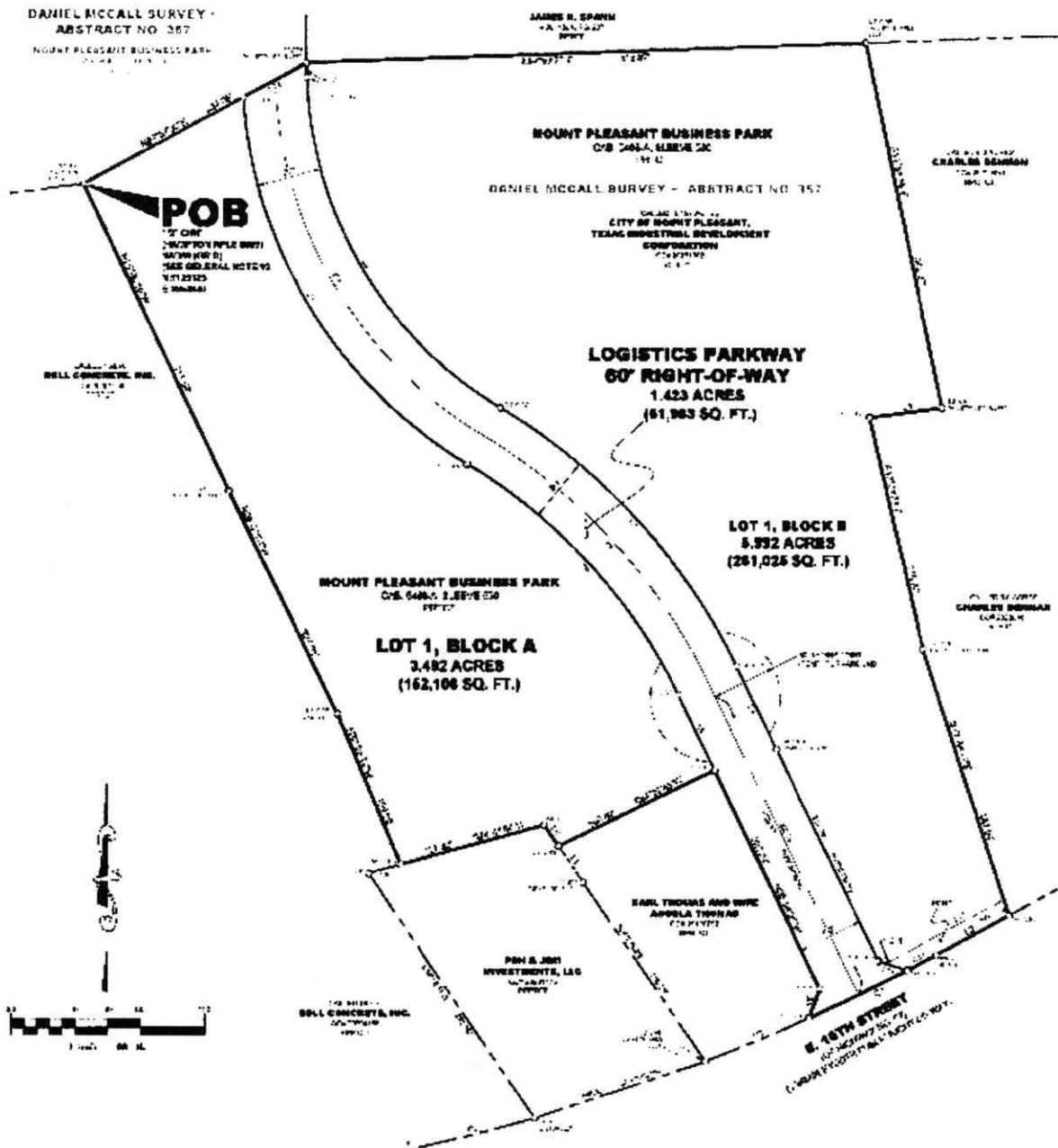
The Planning and Zoning Commission approved this final plat at their regular meeting on November 12<sup>th</sup>.

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VICINITY  
MAP

# Final Plat US Highway 67 Mount Pleasant Business Park Industrial Complex Addition







# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Greg Nyhoff, City Manager

**Department:** Administration

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**Subject:** City Manager's Report

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**Item Summary:**

This is a monthly report from all departments and updates from Greg

**Financial Impact:**

N/A

**Recommendation(s):**

no motion needed

**Attachments:**

[Airport October 2024](#)

[Animal Control October 2024](#)

[Building Code Planning October 2024](#)

[Civic Center October 2024](#)

[Court October 2024](#)

[Fire October 2024](#)

[Police October 2024](#)

[Utility Report October 2024](#)

[Public Works October 2024](#)

# AIRPORT MONTHLY REPORT

Oct-24

Item/Activity	This month	Total YTD	This Month Year Ago	Total Year Ago
<b>AIRPORT OPERATIONS</b>	806	806	696	696
Fixed Wing Reciprocating - Single	514	514	468	468
Fixed Wing Reciprocating - Twin	68	68	36	36
Fixed Wing Turboprop	36	36	32	32
Fixed Wing Jet	60	60	92	92
Helicopter	128	128	68	68
<b>BASED AIRCRAFT</b>				
	130		130	
<b>SALES</b>				
<b>Total Fuel Sale (Gals)</b>	<b>16,660</b>	<b>16,660</b>	<b>14,700</b>	<b>14,700</b>
100LL Fuel Sold (Gals)	6,410	6,410	5,040	5,040
Jet Fuel Sold (Gals)	10,250	10,250	9,660	9,660
<b>Revenue</b>	<b>\$91,572.52</b>	<b>\$91,572.52</b>	<b>\$93,272.28</b>	<b>\$93,272.28</b>
Total Fuel Sale (\$)	\$76,677.14	\$76,677.14	\$76,723.62	\$76,723.62
Aviation Oil w/o tax(\$)	\$644.43	\$644.43	\$965.39	\$965.39
Misc Sales w/o tax(\$)	\$30.95	\$30.95	\$68.27	\$68.27
Rental / Lease Income (\$)	\$14,220.00	\$14,220.00	\$15,515.00	\$15,515.00
<b>Accounting</b>		<b>COMMENTS</b>		
Sales Tax Collected (\$)	\$55.72			
Cash Sales Including Tax (\$)	\$657.69			
Deposits (\$)	\$657.69			
Cash on Hand (\$)	\$100.00			



## CITY OF MT. PLEASANT ANIMAL CONTROL CALENDAR MONTHLY REPORT 2024

October

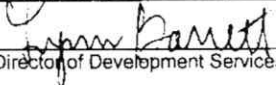
AC Officer Activity	2024 This Month	Prior Month	Month to Month % Change	2024 Total YTD	2023 This Month	2023 Total YTD	# YTD + or -	2024 % Change YTD From 2023
Calls for Service	123	132	-7%	1062	94	966	96	10%
Animal Bite Reports	3	0	300%	40	3	36	4	11%
Warnings Issued	3	1	200%	49	8	70	-21	-30%
Citations Issued	7	4	75%	103	9	88	15	17%
Complaints filed with Court	0	49	-100%	284	0	159	125	79%
Animals Delivered to Shelter	2024 This Month	Prior Month	2024 Total YTD	% of all Impounds for all 2024 Year	2023 This Month	2023 Total YTD	# YTD + or -	2024 % Change YTD From 2023
Animal Control	37	39	380	19%	53	467	-87	-19%
Mount Pleasant Public	44	71	599	30%	53	614	-15	-2%
Titus County Public	64	53	730	37%	86	732	-2	0%
Pittsburg Public	19	6	137	7%	8	69	68	99%
Gilmer Public	8	9	151	8%	13	165	-14	-8%
<b>Total Delivery Activity</b>	<b>172</b>	<b>178</b>	<b>1997</b>	<b>100%</b>	<b>213</b>	<b>2047</b>	<b>-50</b>	<b>-2%</b>
Animal Disposition From Shelter	2024 This Month	Prior Month	Month to Month % Change	2024 Total YTD	2023 This Month	2023 Total YTD	# YTD + or -	2024 % Change YTD From 2023
Animals Reclaimed by Owner	9	15	-40%	116	24	210	-94	-45%
Animals Adopted	36	48	-25%	399	27	362	37	10%
Animals given to Rescue Org's	44	49	-10%	551	66	672	-121	-18%
Animals Euthanized	64	90	-29%	918	90	740	178	24%
Animal Died Natural Causes	3	1	200%	14	3	25	-11	-44%
<b>Total Animals Released</b>	<b>156</b>	<b>203</b>	<b>-23%</b>	<b>1998</b>	<b>210</b>	<b>2009</b>	<b>-11</b>	<b>-1%</b>
Animals Chipped	44	54	-19%	482	62	476	6	1%
Adoption without Fee	6	21	N/A	80	8	51	29	57%
Adoption Fees Received	\$1,513	\$1,744	N/A	\$20,358	\$1,311	\$21,138	-\$780	-4%

City of Mount Pleasant's  
**Code Compliance Activity Report**  
 Month of October, 2024

	Case Starts	Completed Cases	Total Cases	Total Inspections	Notification Letter +
<b>Food Service</b>					
Food Service Complaint	0	0	0	2	0
Routine Food Service Inspections	3	6	6	15	0
<b>Junk Vehicles</b>					
Inoperable Vehicles	17	6	23	55	21
<b>Miscellaneous</b>					
Blind Corner	1	1	1	2	2
No Posted Address	1	1	2	1	1
<b>Open Storage</b>					
Open Storage	1	3	3	4	2
<b>Property Maintenance</b>					
Property Maintenance	2	3	4	29	4
<b>Sign Regulations</b>					
Sign Regulations-Business	0	0	0	1	0
<b>Trash &amp; Rubbish</b>					
Trash & Rubbish	6	26	30	79	12
<b>Weeds &amp; Grass</b>					
Growth Over Curb	2	1	2	4	2
Weeds & Grass	61	85	99	242	65
<b>Zoning</b>					
Zoning	0	1	1	1	0
<b>Totals</b>	<b>94</b>	<b>133</b>	<b>171</b>	<b>435</b>	<b>109</b>

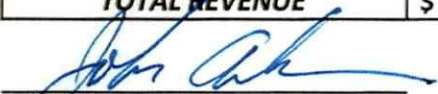
PLANNING & ZONING+A1:F37  
MONTHLY REPORT  
OCTOBER 2024-2025

Type	Case #	Name	Property	Fees Due	Date Paid
<b>Minor Plats</b>					
<b>Total</b>					
<b>Site Plans</b>	SP-2024-11	Bret Hart	1306 W Ferguson	\$ 250.00	10/15/24
<b>Total</b>	1			\$ 250.00	
<b>Final Plat</b>					
<b>Filing Fee</b>	FP-2024-05	Christus Health	Hwy 271/Hwy 31	\$ 250.00	
<b>Total</b>	1			\$ 120.00	10/1/2024
<b>Filing Fee</b>	FP-2024-06	Nathan Tafoya	East of 801 E 16th	\$ 250.00	
<b>Total</b>	1			\$ 120.00	10/21/2024
<b>Total</b>				\$ 740.00	
<b>Replat</b>	RP-2024-13	Nelly Monreal/Erik Perez	E 9th	\$ 250.00	
<b>Filing Fee</b>				\$ 120.00	
<b>Total</b>	1			\$ 370.00	10/16/24
<b>Zoning</b>					
<b>Total</b>					
<b>Variances &amp; Appeals</b>	BOA-2024-2-V	Alma Parra Castro	1111 N Washington	\$ 250.00	10/09/24
<b>Total</b>	1			\$ 250.00	
<b>Street Closure</b>					
<b>Total</b>					
<b>Preliminary Pre-plat</b>					
<b>Total</b>					
<b>Grand Total</b>	5			\$ 1,610.00	
				\$ 1,610.00	
<b>TOTAL YEAR TO DATE</b>	5				

  
Director of Development Services

CITY OF MOUNT PLEASANT  
 BUILDING/PLANNING & DEVELOPMENT MONTHLY REPORT  
 OCTOBER 2024-2025

ITEM--ACTIVITY	THIS MONTH	TOTAL YTD	THIS MO YR AGO	TOTAL YR AGO
<b>* PERMITS *</b>				
New Residential	2	2	0	0
New Commercial	1	1	0	0
New Multi Family	0	0	0	0
New Town Homes	0	0	0	0
New Duplex	2	2	0	0
Other Permits	65	65	54	54
Certificates of Occupancy	9	9	6	6
Licenses	1	1	2	2
Non Profit Special Event Permits	2	2	4	4
Special Event Permits	0	0	0	0
<b>TOTAL PERMITS / LICENSES</b>	<b>82</b>	<b>82</b>	<b>66</b>	<b>66</b>
<b>*VALUE*</b>				
Residential Value	0	0	0	0
Commercial Value	\$ 1,743,646.00	\$ 1,743,646.00	\$ -	\$ -
Multi Family	\$ -	\$ -	\$ -	\$ -
Town Homes	\$ -	\$ -	\$ -	\$ -
Duplex	\$ -	\$ -	\$ -	\$ -
<b>TOTAL VALUE</b>	<b>\$ 1,743,646.00</b>	<b>\$ 1,743,646.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>* INSPECTIONS *</b>				
Residential Bldg	163	163	112	112
Commercial Bldg	62	62	47	47
Other Inspections	54	54	50	50
Grease Traps	20	20	44	44
Re-inspections	0	0	0	0
<b>TOTAL INSPECTIONS</b>	<b>299</b>	<b>299</b>	<b>253</b>	<b>253</b>
<b>*REVENUE*</b>				
New Residential Bldg	\$ 3,234.50	\$ 3,234.50	\$ -	\$ -
New Commercial Bldg	\$ 8,334.56	\$ 8,334.56	\$ -	\$ -
New Multi Family	\$ -	\$ -	\$ -	\$ -
New Town Homes	\$ -	\$ -	\$ -	\$ -
New Duplex	\$ 1,298.00	\$ 1,298.00	\$ -	\$ -
Other Permits	\$ 6,847.11	\$ 6,847.11	\$ 8,891.30	\$ 8,891.30
Re-Inspections	\$ -	\$ -	\$ -	\$ -
Re-Instate permit	\$ -	\$ -	\$ -	\$ -
Certificates of Occupancy	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00
Licenses & Exams	\$ 50.00	\$ 50.00	\$ 75.00	\$ 75.00
Special Event Permits	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 20,214.17</b>	<b>\$ 20,214.17</b>	<b>\$ 9,266.30</b>	<b>\$ 9,266.30</b>

  
 Building Official

**PERMITS ISSUED  
MONTHLY REPORT  
OCTOBER 2024-2025**

Type	Permit #	Name	Address	Fees Due	Date Paid	Valuation
New Res.	24-0627	Suzie Castillo	1509 W 10th	\$939.00	10/24/24	
	24-0641	Scott Redfearn	160 Cardinal	\$2,295.50	10/15/24	
<b>Total</b>	<b>2</b>			<b>\$3,234.50</b>		
New Duplex	24-0623	Jona's Construction	501 N Johnson	\$649.00	10/04/24	
	24-0624	Jona's Construction	503 N Johnson	\$649.00	10/04/24	
<b>Total</b>	<b>2</b>			<b>\$1,298.00</b>		
Residential	24-0629	Maria Zuniga	1120 Cash	\$50.00	10/01/24	
Add-on Remodel	24-0654	Teodulo Montoya	618 Red Sprins	\$75.00	10/11/24	
	24-0696	Stansell Construction	3013 Fareway	\$308.00	10/30/24	
<b>Total</b>	<b>3</b>			<b>\$433.00</b>		
New Comm.	24-0692	Stansell Construction	2001 W Ferguson	\$8,334.56	10/28/24	\$ 1,743,646.00
<b>Total</b>	<b>1</b>			<b>\$8,334.56</b>		<b>\$ 1,743,646.00</b>
Commercial	24-0660	Brian Nichols	2001 W Ferguson 2020	\$97.55	10/15/24	\$ 3,200.00
Add-on Remodel	24-0698	Bret Hart	1306 W Ferguson	\$690.25	10/30/24	\$ 55,000.00
<b>Total</b>	<b>2</b>			<b>\$787.80</b>		<b>\$ 58,200.00</b>
Accessory	24-0628	Seintago Barios	1618 E 9th	\$50.00	10/01/24	
Building	24-0640	Scott Redfearn	2839 Kingfisher	\$50.00	10/15/24	
	24-06583	Hospitality House	804 W 16th	\$50.00	10/11/24	
<b>Total</b>	<b>3</b>			<b>\$150.00</b>		
Sign	24-0564	Off The Square	304 N Madison	\$75.00	10/04/24	
	24-0565	Resilient Nutrition	110 E 2nd	\$75.00	10/22/24	
	24-0662	Applebee's	2300 Greenhill	\$35.00	10/15/24	
	24-0669	Cash Store	2306 S Jefferson	\$35.00	10/17/24	
	24-0680	Cypress Basin Hospice	207 Morgan	\$75.00	10/22/24	
	24-0693	South Jefferson Baptist	1701 S Jefferson	\$75.00	10/31/24	
	24-0700	Boy Scouts	504 Dunn	\$0.00	01/00/00	
<b>Total</b>	<b>7</b>			<b>\$370.00</b>		
Electrical	24-0333	TriSmart Solar	404 N Church	\$75.00	10/02/24	
	24-0597	Spear C & I	1124 N Jefferson	\$1,162.36	10/03/24	\$ 128,055.59
	24-0664	Electra	706 E 3rd	\$75.00	10/16/24	
	24-0676	Avanced Electrical	1203 W Ferguson	\$54.58	10/29/24	\$ 650.00
	24-0678	Stiles Electric	1307 S Jefferson	\$75.00	10/22/24	
	24-0679	Stiles Electric	1309 S Jefferson	\$75.00	10/22/24	
	24-0683	Hale Electric	208 Cedar	\$75.00	10/23/24	
	24-0685	Salinas Electric	413 Redbud	\$75.00	billed 10/23/24	
	24-0690	Eleazar Otero	503 N O'Tyson	\$75.00	10/25/24	
	24-0697	ETEX	102 Turnberry	\$75.00	billed 10/29/24	
	24-0702	Electra	1407 N Washington	\$75.00	10/31/24	
<b>Total</b>	<b>11</b>			<b>\$1,891.94</b>		<b>\$ 128,705.59</b>
Plumbing	24-0642	J & J Plumbing	105 W Pecan	\$75.00	billed 10/4/24	

	24-0657	Brad Hulse	508 W 11th	\$75.00	billed 10/15/24	
	24-0668	Brad Hulse	609 Baker	\$75.00	billed 10/17/24	
	24-0674	Brad Hulse	601 N Jefferson	\$75.00	billed 10/21/24	
	24-0686	Brad Hulse	105 Codee	\$75.00	billed 10/23/24	
<b>Total</b>	<b>5</b>			<b>\$375.00</b>		
<b>Demo</b>	24-0634	Dennis Cameron	502 W 9th	\$0.00		
	24-0635	Dennis Cameron	601 E Fricke	\$0.00		
	24-0636	Dennis Cameron	112 1/2 S Church	\$0.00		
	24-0687	Dennis Cameron	411 Hays	\$0.00		
	24-0688	Dennis Cameron	508 Haggard	\$0.00		
<b>Total</b>	<b>5</b>			<b>\$0.00</b>		
<b>Fence</b>	24-0612	Loan Nguyen	501 Walnut	\$50.00	10/15/24	
	24-0630	Maria Lopez	1004 W 9th	\$50.00	10/01/24	
	24-0633	William Hutson	305 Redbud	\$50.00	10/03/24	
	24-0637	Jose Moreno	804 E 8th	\$50.00	10/03/24	
	24-0643	Manuel Netro	308 N Florey	\$50.00	10/08/24	
	24-0652	Chapman Fencing	406 Dellwood	\$50.00	10/11/24	
	24-0653	Hospitality House	804 W 16th	\$100.00	10/11/24	
	24-0655	Jose Vega	401 S Church	\$50.00	10/11/24	
	24-0656	Heath Hinton	1315 Lamar	\$50.00	10/11/24	
	24-0666	Diane Dalby	120 Cardinal	\$50.00	10/16/24	
	24-0667	Victor Cervantes	811 Peel	\$50.00	10/16/24	
	24-0671	Javier Calderon	1508 N Washington	\$50.00	10/18/24	
	24-0673	Roberto Deciga	641 E 11th	\$50.00	10/18/24	
	24-0689	Diamond C	1402 Industrial	\$50.00	10/24/24	
<b>Total</b>	<b>14</b>			<b>\$750.00</b>		
<b>CO</b>	24-0625	Nance Plumbing	701 E Ferguson	\$50.00	10/01/24	
	24-0638	16th St Hamburger Co	1416 N Edwards	\$50.00	10/04/24	
	24-0639	Variedades Maya	1000 W 1st	\$50.00	10/04/24	
	24-0661	Hightower Financial	107 E 11th	\$50.00	10/15/24	
	24-0675	Broncy Donkey Leather	109 W 3rd	\$50.00	10/21/24	
	24-0677	Guaranteed Auto Repair	415 E 16th	\$50.00	10/21/24	
	24-0682	Classic Vapor Corp	1779 N Edwards 130	\$50.00	10/22/24	
	24-0694	East TX Lift Truck	500 Commerce	\$50.00	10/28/24	
	24-0699	Norteno Western Wear	910 W 1st	\$50.00	10/30/24	
<b>Total</b>	<b>9</b>			<b>\$450.00</b>		
<b>Misc.</b>	24-0651	Morfe Properties	102 Diane	\$50.00	10/11/24	
	24-0691	Eleazar Otero	503 N O'Tyson	\$50.00	10/25/24	
<b>Total</b>	<b>2</b>			<b>\$100.00</b>		
<b>Concrete</b>	24-0670	Hernandez Concrete	609 Baker	\$50.00	10/18/24	
	24-0681	Sanchez Quality Const	642 E 11th	\$50.00	10/22/24	
	24-0684	Rockys Construction	402 Hickory	\$50.00	10/23/24	
	24-0696	Stansell Construction	3013 Fareway	\$50.00	10/30/24	
<b>Total</b>	<b>4</b>			<b>\$200.00</b>		
<b>Roof</b>	24-0590	Stonewater Roofing	507 Dunn	\$50.00	10/09/24	
	24-0649	Keith Fields	707 E 8th	\$50.00	10/10/24	
	24-0658	Stansell Construction	1300 W Ferguson	\$1,096.62	10/31/24	\$ 116,316.77
	24-0665	Paul Chapman	908 Tabb	\$50.00	10/16/24	



<b>Total</b>	<b>4</b>			<b>\$1,246.62</b>		<b>\$ 116,316.77</b>
<b>Mechanical</b>	24-0626	White's Contracting	803 Morris	\$75.00	billed 10/01/24	
	24-0645	Wood AC	1310 W 6th	\$75.00	billed 10/08/24	
	24-0646	Wood AC	302 N O'Tyson	\$75.00	billed 10/08/24	
	24-0659	Humphry Air	213 N Madison	\$192.75	10/15/24	\$ 10,000.00
<b>Total</b>	<b>4</b>			<b>\$417.75</b>		<b>\$ 10,000.00</b>
<b>Irrigation</b>						
<b>Total</b>	<b>0</b>					
<b>Pool / Spa</b>	24-0631	Grigsby Pools	102 Turnberry	\$125.00	10/03/24	
<b>Total</b>	<b>1</b>			<b>\$125.00</b>		
<b>Licenses</b>	SC5307752	James Watson	Dallas TX	\$50.00	10/31/24	
<b>Total</b>	<b>1</b>			<b>\$50.00</b>		
<b>Special Event</b>	24-0632	Chamber of Commerce	W 2nd	\$0.00		
	24-0650	Dustin Taylor	116 N Jefferson	\$0.00		
<b>Total</b>	<b>2</b>			<b>\$0.00</b>		
<b>Total</b>	<b>82</b>			<b>\$20,214.17</b>		<b>\$ 2,056,868.36</b>

**CITY OF MOUNT PLEASANT  
CIVIC CENTER REPORT**

**FISCAL YEAR: 2024-2025**

**MONTH: Oct 2024**

<b>ITEM</b>	<b>THIS MONTH</b>	<b>TOTAL Y.T.D.</b>	<b>THIS MONTH YEAR AGO</b>
<b>ENTIRE CENTER</b>	1	1	7
<b>MAIN HALL</b>	1	1	1
<b>MAIN HALL EAST</b>	0	0	2
<b>MAIN HALL WEST</b>	2	2	4
<b>WALNUT RM.</b>	6	6	6
<b>GOLD RM.</b>	0	0	1
<b>BRONZE RM.</b>	0	0	0
<b>PECAN RM.</b>	0	0	0
<b>V.I.P RM.</b>	0	0	0
<b>KITCHEN</b>	2	2	1
<b>L.S. BUILDING</b>	0	0	0
<b>POULTRY BLD.</b>	0	0	0
<b>TOTAL ROOM USAGE</b>	12	12	22
<b>EST. ATTENDANCE</b>	1,330	1,330	1,854
<b>RENTAL INCOME</b>	<b>\$4,765</b>	<b>\$4,765</b>	<b>\$5,785</b>
<b>DEPOSIT</b>	\$1,700	\$1,700	\$1,550

**OTHER ACTIVITIES:** Events that were held for free: Department of Public Safety held two days of law enforcement trainings in Main Hall - E, Main Street in Walnut room,

Justin Beard  
CIVIC CENTER MANAGER



# THE TEXAS OFFICE OF COURT ADMINISTRATION

## Court Activity Reporting and Directory System

Build Version 1.1.8377.29713

Last Login: 9/6/2022 4:31:25 PM

[Home](#) [Logout](#) | [Help](#)

### Municipal Court: Mount Pleasant

Judge: Kay McNutt

Clerk:

[Municipal Main Menu](#) > [Monthly Report Search](#) > **Monthly Report**

**Criminal**

**Civil**

**Juvenile**

**Additional**

722250100, Titus County, Mount Pleasant: October 2024

Report was Entered Successfully

CASES ON DOCKET	TRAFFIC MISDEMEANORS			NON-TRAFFIC MISDEMEANORS		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
<b>CASES PENDING FIRST OF MONTH</b> <i>(Equals total cases pending end of previous month.)</i>	2451	0	0	1906	683	370
<b>DOCKET ADJUSTMENTS</b>	0	0	0	0	0	0
<b>1. CASES PENDING FIRST OF MONTH (Adjusted)</b>	2451	0	0	1906	683	370
a. Active Cases	272	0	0	211	95	172
b. Inactive Cases	2179	0	0	1695	588	198
No Activity <input type="checkbox"/>						
<b>2. NEW CASES FILED</b> <i>(Include all new cases filed, including those that may also have been disposed this month.)</i>	187	0	0	42	31	10
<b>3. CASES REACTIVATED</b>	41	0	0	31	18	4
<b>4. ALL OTHER CASES ADDED</b>	0	0	0	0	0	0
<b>5. TOTAL CASES ON DOCKET</b> <i>(Sum of Lines 1a, 2, 3 &amp; 4.)</i>	500	0	0	284	144	186
<b>DISPOSITIONS</b>						
<b>6. DISPOSITIONS PRIOR TO COURT APPEARANCE OR TRIAL</b>						
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.14).)</i>	112	0	0	37	34	2
b. Dismissed by Prosecution	0	0	0	2	2	1
<b>7. DISPOSITIONS AT TRIAL</b>						
a. Convictions						
1) Guilty Plea or Nolo Contendere	32	0	0	11	4	2
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
<b>8. COMPLIANCE DISMISSALS</b>						

a. After Driver Safety Course (CCP, Art. 45.0511)	12					
b. After Deferred Disposition (CCP, Art. 45.051)	33	0	0	14	7	0
c. After Teen Court (CCP, Art. 45.052)	0	0	0	1	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)					0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)				0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)	6					
g. All Other Transportation Code Dismissals	14	0	0	0	0	0
9. ALL OTHER DISPOSITIONS	30	0	0	5	16	9
10. TOTAL CASES DISPOSED (Sum of Lines 6, 7, 8 & 9.)	239	0	0	70	63	14
11. CASES PLACED ON INACTIVE STATUS	50	0	0	45	44	35
12. CASES PENDING END OF MONTH (Sum of Lines 12a & 12b.)	2399	0	0	1878	651	366
a. Active Cases (Line 5 minus the sum of Lines 10 & 11.)	211	0	0	169	37	137
b. Inactive Cases (Line 1b minus Line 3, plus Line 11.)	2188	0	0	1709	614	229
13. SHOW CAUSE AND OTHER REQUIRED HEARINGS HELD	0	0	0	0	0	0
14. CASES APPEALED						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	1	0	0

**Notes:**

**Prepared By:** amartinez

[Submit](#)



# THE TEXAS OFFICE OF COURT ADMINISTRATION Court Activity Reporting and Directory System

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## Municipal Court: Mount Pleasant

Judge: Kay McNutt

Clerk:

[Municipal Main Menu](#) > [Monthly Report Search](#) > [Monthly Report](#)

**Criminal**

**Civil**

**Juvenile**

**Additional**

722250100, Titus County, Mount Pleasant: October 2024

Report was Entered Successfully

No Activity

	TOTAL CASES
1. TRANSPORTATION CODE CASES FILED	5
2. NON-DRIVING ALCOHOLIC BEVERAGE CODE CASES FILED	0
3. DRIVING UNDER THE INFLUENCE OF ALCOHOL CASES FILED	0
4. DRUG PARAPHERNALIA CASES FILED (HSC, Ch. 481)	0
5. TOBACCO CASES FILED (HSC, Sec. 161.252)	2
6. TRUANT CONDUCT CASES FILED (Family Code, Sec.65.003(a))	0
7. EDUCATION CODE (Except Failure to Attend) CASES FILED	0
8. VIOLATION OF LOCAL DAYTIME CURFEW ORDINANCE CASES FILED (Local Govt. Code, Sec. 341.905)	0
9. ALL OTHER NON-TRAFFIC, FINE-ONLY CASES FILED	2
10. TRANSFER TO JUVENILE COURT	
a. Mandatory Transfer (Fam. Code, Sec. 51.08(b)(1))	0
b. Discretionary Transfer (Fam. Code, Sec. 51.08(b)(2))	0
11. ACCUSED OF CONTEMPT AND REFERRED TO JUVENILE COURT (DELINQUENT CONDUCT) (CCP, Art. 45.050(c)(1))	0
12. HELD IN CONTEMPT BY CRIMINAL COURT (FINED AND/OR DENIED DRIVING PRIVILEGES) (CCP, Art. 45.050(c)(2))	0
13. JUVENILE STATEMENT MAGISTRATE WARNING	
a. Warnings Administered	0
b. Statements Certified (Fam. Code, Sec. 51.095)	0
14. DETENTION HEARINGS HELD (Fam. Code, Sec. 54.01)	0
15. ORDERS FOR NON-SECURE CUSTODY ISSUED	0
16. PARENT CONTRIBUTING TO NONATTENDANCE CASES FILED (Ed. Code, Sec. 25.093)	0

**Notes:**

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**Prepared By:** amartinez

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**THE TEXAS OFFICE OF COURT ADMINISTRATION**  
**Court Activity Reporting and Directory System**

Build Version 1.1.8377.29713

Last Login: 9/6/2022 4:31:25 PM

[Home](#) [Logout](#) | [Help](#)

**Municipal Court: Mount Pleasant**

Judge: Kay McNutt

Clerk:

[Municipal Main Menu](#) > [Monthly Report Search](#) > [Monthly Report](#)

**Criminal**

**Civil**

**Juvenile**

**Additional**

722250100, Titus County, Mount Pleasant: October 2024

Report was Entered Successfully

No Activity

	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1. MAGISTRATE WARNINGS		
a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		TOTAL
2. ARREST WARRANTS ISSUED		
a. Class C Misdemeanors		174
b. Class A and B Misdemeanors		0
c. Felonies		0
3. CAPIASES PRO FINE ISSUED		184
4. SEARCH WARRANTS ISSUED		0
5. WARRANTS FOR FIRE, HEALTH AND CODE INSPECTIONS FILED <i>(CCP, Art. 18.05)</i>		0
6. EXAMINING TRIALS CONDUCTED		0
7. EMERGENCY MENTAL HEALTH HEARINGS HELD		0
8. MAGISTRATE'S ORDERS FOR EMERGENCY PROTECTION ISSUED		0
9. MAGISTRATE'S ORDERS FOR IGNITION INTERLOCK DEVICE ISSUED <i>(CCP, Art. 17.441)</i>		0
10. ALL OTHER MAGISTRATE'S ORDERS ISSUED REQUIRING CONDITIONS FOR RELEASE ON BOND		0
11. DRIVER'S LICENSE DENIAL, REVOCATION OR SUSPENSION HEARINGS HELD <i>(TC, Sec. 521.300)</i>		0
12. DISPOSITION OF STOLEN PROPERTY HEARINGS HELD <i>(CCP, Ch. 47)</i>		0
13. PEACE BOND HEARINGS HELD		0
14. CASES IN WHICH FINE AND COURT COSTS SATISFIED BY COMMUNITY SERVICE		
a. Partial Satisfaction		1

b. Full Satisfaction	8
15. CASES IN WHICH FINE AND COURT COSTS SATISFIED BY JAIL CREDIT	70
16. CASES IN WHICH FINE AND COURT COSTS WAIVED FOR INDIGENCY	2
17. AMOUNT OF FINES AND COURT COSTS WAIVED FOR INDIGENCY <i>(Round to the nearest dollar)</i>	595
18. FINES, COURT COSTS AND OTHER AMOUNTS COLLECTED <i>(Round to the nearest dollar)</i>	
a. Kept by City	44039
b. Remitted to State	18817
c. Total	62856

**Notes:**

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**Prepared By:** amartinez

[Submit](#)





## Mount Pleasant Fire Department Monthly Report October 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
<b>Fires</b>				
100-Fire, other	1	1		
111-Building Fire	1	1	2	2
112-Fire in structure other than building				
113-Cooking fire, confined to container				
114- Chimney or flute fire, contained to chimney				
118-Trash or rubbish fire, contained				
121-Fire in mobile home				
122-Fire in motor home, camper, rec vehicle				
130-Mobile property fire, other				
131-Passenger vehicle fire	1	1	3	3
132-Road freight or transport vehicle fire	1	1		
134-Water vehicle fire				
135-Aircraft Fire				
137-Camper or RV fire				
138-Off road/heavy equipment fire	1	1		
140-Natural vegetation fire, other				
141-Forest, woods, or wildland fire	15	15	4	4
143 - Grass fire				
150-Outside rubbish fire, other	1	1		
151-Outsid rubbish, trash or waste fire				
152-Garbage dump or landfill fire				
154-Dumpster fire				
160-Special outside fire, other				



## Mount Pleasant Fire Department Monthly Report October 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
161-Outside Storage Fire				
162-Outside equipment fire			1	1
163-Outside gas or vapor combustion explosion			1	1
170- Cultivated vegetation/crop fire				
173-Cultivated trees/nursery fire				
<b>OverPressure Rupture, Explosion, Overheat (NO FIRE)</b>				
220-Overpressure rupture, other				
251-Excessiveheat, scorch burns with no ignition				
<b>Rescue &amp; EMS</b>				
300-Rescue, EMS incident, other				
311-Vehicle accident, patient care only	21	21	16	16
321-EMS 1st Responder call	8	8	4	4
323-Motor Vehicle/pedestrian accident				
324-MVA – no injuries				
331-Lock-in				
340-Search for lost person, other				
341-Search for person on land				
342-Search for person in water				
350-Extrication, rescue, other				



## Mount Pleasant Fire Department Monthly Report October 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
351-Extrication of victim from bldg./structure				
352-Extrication of victim from vehicle	2	2	1	1
353-Removal of victim from stalled elevator				
356-High-Angle Rescue				
357-Extrication of victim(s) from machinery				
360- Water & Ice Related Rescue				
361- Swimming / Rec Water Rescue				
363-Swift water rescue				
365-Water Craft rescue				
372-Trapped by power lines				
<b>Hazardous Condition (NO FIRE)</b>				
400-Hazardous condition, other	1	1		
411-Gasline or other flammable liquid spill	1	1		
412-Gas leak	3	3	4	4
413-Oil or other combustibile liquid spill				
423-Refrigeration leak				
424-Carbon monoxide incident			1	1
440-Electrical wiring problem, other				
441-Heat from short circuit (wiring). Defective/worn				
442-Overheated motor				
443-Breakdown of light ballast				



## Mount Pleasant Fire Department Monthly Report October 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
444-Power line down			2	2
445-Arcing, shorted electrical equipment	2	2		
460-Accident,potential accident, other				
461-Bldg/Structure weakened or collapse				
462-Aircraft standby				
<b>Service Calls</b>				
500-Service call, other				
511-Lockout				
521-Water evacuation				
522-Water or steam leak				
531-Smoke or odor removal				
542-Animal rescue	1	1		
550-Public service assistance, other				
551-Assist police				
552-Police matter				
553-Public Service				
554-Assist Invalid				
561-Unauthorized burning	2	2	10	10
571-Cover assignment, standby, move up	2	2		
<b>Good Intent Calls</b>				
600-Good intent call, other	6	6	19	19
611-Dispatched & cancelled enroute	3	3	2	2
622-No incident found at address				
631-Authorized controlled burn	4	4		
641-Vicinity alarm (incident in other location)				



## Mount Pleasant Fire Department Monthly Report October 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
650 – Steam, other gas mistaken for smoke				
651-Smoke scare, odor of smoke	1	1	1	1
652-Steam or vapor thought to be smoke				
671-HAZMAT release investigation				
672-Bio hazard investigation, none found				
<b>False Alarms</b>				
700-False alarm or false call, other	6	6	16	16
710-Malicious false alarm				
711-Municipal alarm system, malicious false alarm				
721- Bomb Scare - No Bomb				
730-False alarm, or false call, other				
731-Sprinkler activation due to malfunction				
733-Smoke detector malfunction	1	1	1	1
735-Alarm system malfunction	1	1		
736-CO detector malfunction			2	2
740-Unintentional transmission of alarm, other				
741-Sprinkler activation, unintentional				
743-Smoke detector activation, unintentional	1	1		



## Mount Pleasant Fire Department Monthly Report October 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
744-Dector activation, unintentional				
745-Alarm System activation, unintentional			1	1
746-CO detector activation, no CO				
<b>Severe Weather &amp; Natural Disaster</b>				
800-Severe weather or natural disaster, other				
814- Lightning strike (no fire)				
<b>Special Incidents</b>				
911-Citizen complaint	4	4	4	4
<b>TOTALS</b>	<b>91</b>	<b>91</b>	<b>95</b>	<b>95</b>

# MOUNT PLEASANT POLICE DEPARTMENT MONTHLY REPORT 2024

NIBRS - OCTOBER	2024 This Month	Prior Month	Month to Month % Change	2024 Total YTD	2023 Year Ago This Month	2023 Total Prior YTD	2023/2024 # YTD + or -	2024 % Change YTD From 2023
CRIMINAL HOMICIDE	0	0	0%	1	0	3	-2	-67%
MANSLAUGHTER BY NEGLIGENCE	0	0	0%	0	0	1	-1	-100%
FORCIBLE RAPE	2	0	200%	7	2	9	-2	-22%
RAPE BY FORCE	2	0	200%	7	2	9	-2	-22%
ATTEMPTS TO COMMIT	0	0	0%	0	0	0	0	0%
ROBBERY	1	1	0%	5	0	4	1	25%
FIREARM	0	0	0%	2	0	1	1	100%
KNIFE OR CUTTING INSRT.	0	0	0%	0	0	0	0	0%
OTHER DANGEROUS WEAPON	0	1	-100%	1	0	2	-1	-50%
STRONG ARM	1	0	100%	2	0	1	1	100%
ASSAULT	21	8	163%	100	14	180	-80	-44%
FIREARM	2	0	200%	4	0	27	-23	-85%
KNIFE OR CUTTING INSRT.	0	0	0%	3	1	9	-6	-67%
OTHER DANGEROUS WEAPON	6	2	200%	10	0	5	5	100%
HANDS, FIST, FEET-AGG INJ	0	0	0%	0	0	4	-4	-100%
OTHER ASSAULT NOT AGG	13	6	117%	83	13	135	-52	-39%
BURGLARY	5	5	0%	48	6	63	-15	-24%
RESIDENTIAL	0	2	-100%	17	2	15	2	13%
NON RESIDENTIAL	1	0	100%	5	1	11	-6	-55%
VEHICLE	4	3	33%	26	3	37	-11	-30%
THEFT (NOT VEHICLE)	17	9	89%	151	23	152	-1	-1%
MOTOR VEHICLE THEFT	1	12	-92%	35	1	18	17	94%
AUTO	1	2	-50%	21	1	18	3	17%
TRUCKS AND BUSES	0	0	0%	1	0	0	1	100%
OTHER VEHICLES	0	10	-100%	13	0	0	13	1300%
Total NIBRS	47	35	34%	347	46	430	-83	-19%

# MOUNT PLEASANT POLICE DEPARTMENT MONTHLY REPORT 2024

TRAFFIC	2024 This Month	Prior Month	Month to Month % Change	2024 Total YTD	2023 Year Ago This Month	2023 Total Prior YTD	2023/2024 # YTD + or -	2024 % Change YTD From 2023
CITATIONS ISSUED	213	283	-25%	2866	303	3088	-222	-7%
WARNINGS ISSUED	494	583	-15%	5113	338	4193	920	22%
TOTAL ACCIDENTS	46	34	35%	443	47	474	-31	-7%
FATAL ACCIDENTS	1	0	100%	3	0	1	2	200%
INJURY ACCIDENTS	10	5	100%	111	12	132	-21	-16%
DWI CASES	8	9	-11%	82	4	88	-6	-7%

911 CENTER	2024 This Month	Prior Month	Month to Month % Change	2024 Total YTD	2023 Year Ago This Month	2023 Total Prior YTD	2023/2024 # YTD + or -	2024 % Change YTD From 2023
911 CALLS RECEIVED	1429	1272	12%	14124	1562	16853	-2729	-16%
FAMILY VIOLENCE	11	5	120%	66	10	88	-22	-25%

\*TOTAL ACCIDENT NUMBERS ARE SUBJECT TO CHANGE



## City of Mount Pleasant Utility Department

**Fiscal Year: 2024-2025**

**Month: Oct 2024**

<b><u>Wastewater Treatment Division</u></b>	<b>This Month</b>	<b>This Month Year Ago</b>
Average Flow Tested	1.839 MGD	1.887 MGD
Maximum Flow Treated	2.520 MGD	3.153 MGD

Comments:

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<b><u>Water Treatment Division</u></b>	<b>This Month</b>	<b>This Month Year Ago</b>
300 Lakewood Location:		
Average Flow Treated	5.988 MGD	5.427 MGD
Maximum Flow Treated	7.642 MGD	6.685 MGD

510 CR 2300 Location:		
Average Flow Treated	1.327 MGD	1.292 MGD
Maximum Flow Treated	2.16 MGD	2.19 MGD

<b>Calendar Year Raw Water Usage</b>	<b>AC/FT YTD</b>	<b>AC/FT YTD Year Ago</b>
Lake Bob Sandlin – Allotment 7,000 AC/FT	3745.386 acre feet	3558.442 acre feet
Lake Cypress Springs – Allotment 3,598 AC/FT	2800 acre feet	2800 acre feet
Lake Tankersley – Allotment 3,000 AC/FT	0 acre feet	0 acre feet

Comments:

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<b><u>Utility Maintenance Division</u></b>	<b>This Month</b>	<b>This Month Year Ago</b>
<b>Work Orders</b>		
Water	34	11
Sewer	23	20
Work Orders Completed	57	27



Anthony Rasor, Utilities Director

**MONTHLY REPORT  
PUBLIC WORKS DIVISION  
CITY OF MOUNT PLEASANT**

**Fiscal Year 2024-2025**

**Month October 2024**

<b><u>STREET DEPARTMENT</u></b>	<b><u>THIS MONTH</u></b>	<b><u>TOTAL YTD</u></b>	<b><u>MONTH YEAR AGO</u></b>	<b><u>TOTAL YEAR AGO</u></b>
Work Orders Received	12	12	14	14
Work Orders Completed	12	12	14	14
Patching Materials Used (Tons)	31	31	20	20
Hours Mowing	10	10	0	0
Hours Sweeping (320 hrs.)/Edging	160	160	160	160
Crack Seal (400 hrs.)	0	0	0	0
Grass Spaying	0	0	0	0

**PARKS DEPARTMENT**

**SOLID WASTE DIVISION**

This Month 71,258 C.Y. 24,818.65 Tons

This Month Year Ago 139,744 C.Y. 40,459.81 Tons

Total YTD 71,258 C.Y. 24,818.65 Tons

Total Year Ago 139,744 C.Y. 40,459.81 Tons



Garrett Houston, Director of Public Works



# AGENDA ITEM REPORT

Meeting: City Council - Nov 19 2024

Department:

---

Subject: EXECUTIVE SESSION

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## Item Summary:

**Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, The City Council will recess into executive session (closed meeting) to discuss the following:**

*Deliberations regarding Economic Development Negotiations (Tex Gov't Code 551.087), Deliberations about real property (Tex. Gov't Code 551.072) and Consultation with Attorney (Tex. Gov't Code §551.071).*

*Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074) related to the management, responsibilities, performance, and business operations of the MPEDC carried out through its Board of Directors, Executive Director and City Council.*

*Discussion of status of recruitment for City Manager--Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074).*



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 19 2024

**Staff Contact:** Greg Nyhoff/ Nathan Tafoya, City Manager/ EDC

**Department:** City Manager/ EDC

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**Subject: Consider and possible action on the Amended Development Agreement between the Mount Pleasant Economic Development Corporation and MPX Group LLC concerning the development of a manufacturing facility on land adjacent to the City, proposed to be annexed by the City.**

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## **Item Summary:**

The Mt Pleasant Industrial Development Corporation referred to as the Mount Pleasant EDC (MPEDC) Board approved a Performance Agreement with MPX Group, LLC. Local Government Code requires the City Council of the City of Mount Pleasant, Texas, to approve all programs and expenditures of the MPEDC. The agreement includes the Affirmative Covenant of the MPEDC to reimburse the Developer for an amount not to exceed \$1,000,000 for qualified improvements/expenditures of at least \$20,000,000. The Term: Condition Precedent states that the Developer is required to annex the property into the City of Mount Pleasant no later than January 1, 2027

The developer's Affirmative Covenants include items such as minimum investment, job creation requirements, and facility operations timelines.

City Staff and Attorney have reviewed the agreement and made non-substantive changes to the original agreement.

Attached is the original agreement by MPEDC and the amended agreement by City Attorney and Staff.

## **Financial Impact:**

N/A

## **Recommendation(s):**

MPEDC requests the City Council Approve either the original MPEDC agreement or the Amended Agreement submitted.

**Staff Recommends that the City Council Approve the Amended Performance Agreement**

## **Attachments:**

[Mount Pleasant EDC - Performance Agreement - MPX Group LLC -Original](#)  
[DOCS1-#343164-v2-Mount Pleasant EDC - Performance Agreement -](#)  
[MPX Group LLC - Amended](#)

## **PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** by and between **CITY OF MOUNT PLEASANT, TEXAS INDUSTRIAL DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as “MPEDC”), and **MPX GROUP, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, MPEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

**WHEREAS**, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

**WHEREAS**, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless MPEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by MPEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by MPEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, the MPEDC’s Board of Directors have determined the financial assistance to be provided to the Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS**, Developer agrees and understands that Section 501.073(a) of the Texas

Local Government Code requires the City Council of the City of Mount Pleasant, Texas, to approve all programs and expenditures of MPEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MPEDC and Developer agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM; CONDITION PRECEDENT.**

- (a) This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **December 31, 2029**, unless terminated sooner under the provisions hereof.
- (b) Developer covenants and agrees to annex the Property into the city limits of the City of Mount Pleasant, Texas, by **January 1, 2027**. In the event the Property is not annexed into city limits of the City of Mount Pleasant, Texas, by **January 1, 2027**, this Agreement shall terminate automatically without further notice of either party.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means MPX Group, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 2305 County Road 3210, Mount Pleasant, Texas 75455. The term “Developer” also includes a subsidiary of MPX Group, LLC.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and MPEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”

- (f) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period, earning a minimum of \$18.00 per hour, with such hours also to include any vacation and sick leave, with full benefits.
- (g) **MPEDC.** The term “MPEDC” means the City of Mount Pleasant, Texas Industrial Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 501 North Madison, Mount Pleasant, Texas 75455.
- (h) **Property.** The word “Property” means the approximately 566,310 square feet or 13.00-acre tract or tracts of land in the Lewis H. Bradley Survey, Abstract No. 21, City of Mount Pleasant, Titus, Texas, as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of construction of a minimum 100,000 square foot manufacturing facility located on the Property, as depicted in *Exhibit B* of this Agreement, which is attached hereto and is incorporated herein for all purposes, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.101 and 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act. The words “Qualified Expenditures” excludes the costs associated with the acquisition of the Property.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with MPEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the MPEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the MPEDC for the Qualified Expenditures made to the Property in a minimum amount of **Twenty Million and No/100 Dollars (\$20,000,000.00)** by **December 31, 2025**.
- (b) **Commence Operations of Manufacturing Facility.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement, to keep open during normal operating hours the minimum of 100,000 square feet of manufacturing space located on the Property.

- (c) **Operate Manufacturing Facility.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement to keep open during normal operating hours the minimum 100,000 square feet of manufacturing space located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2025** to employ and maintain a minimum of fifty (50) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees by **December 31, 2026** and for the remainder of the Term of this Agreement to employ and maintain a minimum of ninety-five (95) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2026**, and during the Term of this Agreement, Developer shall deliver to MPEDC a quarterly compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Quarterly Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2026**, and quarterly thereafter during the Term of this Agreement, there will be a total of sixteen (16) Quarterly Compliance Verifications due and submitted to the MPEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (e) **Performance Conditions.** Developer agrees to make, execute and deliver to MPEDC such other promissory notes, instruments, documents and other agreements as MPEDC or its attorneys may reasonably request to evidence this Agreement.
- (f) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and MPEDC.

## SECTION 5. AFFIRMATIVE COVENANTS OF MPEDC.

MPEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** MPEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the aggregate amount not to exceed **One Million and No/100 Dollars (\$1,000,000.00)** within sixty (60) days of receipt of documentation by Developer to MPEDC of the Qualified Expenditures made to the Property consistent with Section 4(a) of this Agreement. Developer covenants and agrees not to submit for reimbursement for amounts less than **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** increments.
- (b) **Performance.** MPEDC agrees to perform and comply with all terms, conditions, and



provisions set forth in this Agreement and in all other instruments and agreements between Developer and MPEDC.

## **SECTION 6. CESSATION OF ADVANCES.**

If MPEDC has made any commitment to make any reimbursement to Developer, whether under this Agreement or under any other agreement, MPEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

## **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or MPEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or MPEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and MPEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to MPEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Other Defaults.** Failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between MPEDC and Developer.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by MPEDC to Developer pursuant to Section 5(a) of this Agreement

shall become immediately due and payable by Developer to MPEDC.

## SECTION 9. INDEMNIFICATION.

**TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

## SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Titus County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Titus County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. MPEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of

which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to the MPEDC:                      City of Mount Pleasant, Texas  
Industrial Development Corporation  
501 North Madison  
Mount Pleasant, Texas 75455  
Attn: Nathan Tafoya, Executive Director  
Telephone: (903) 717-7241

if to Developer:                      MPX Group, LLC  
2305 County Road 3210  
Mount Pleasant, Texas 75455  
Attn: Ricky Baker  
Telephone: (903) 563-1994

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120<sup>th</sup> day after the date MPEDC notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**



**DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.**

**MPEDC:**

**CITY OF MOUNT PLEASANT,  
TEXAS INDUSTRIAL DEVELOPMENT  
CORPORATION,**

a Texas non-profit corporation

By: \_\_\_\_\_

Erman Hensel, President

Date Signed: \_\_\_\_\_

**DEVELOPER:**

**MPX GROUP, LLC,**

a Texas limited liability company,

By: \_\_\_\_\_

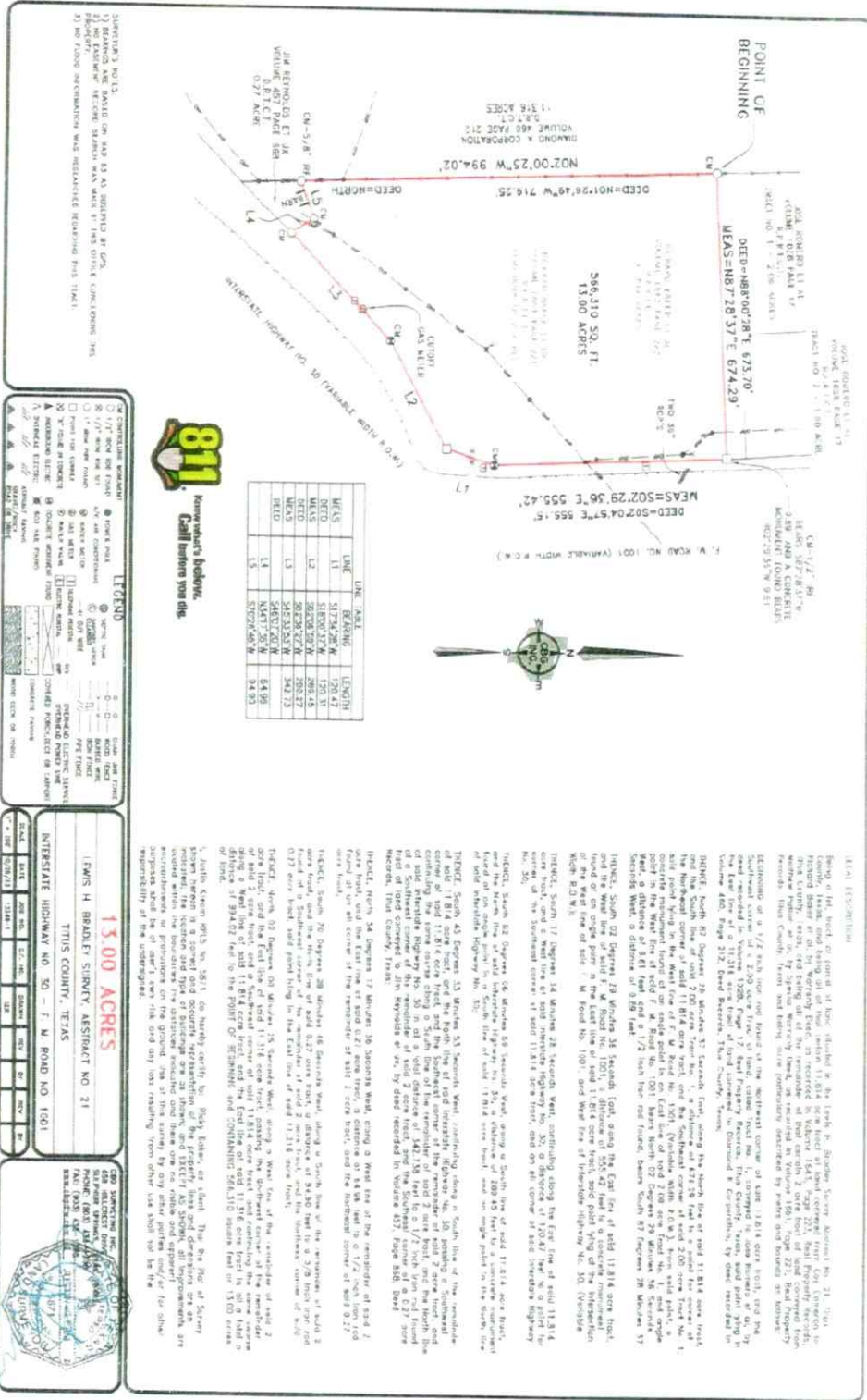
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*Exhibit A*

[Description and or Depiction of Property]



- 811 Knowwhat's behind. Call before you dig.
- 1) BEARING AND DISTANCE ON EACH AS SHOWN ON PLAN.
  - 2) THE LOCATION RECEIVED SURVEY WAS MADE BY THIS OFFICE COMPUTER.
  - 3) NO FOUND INFORMATION WAS DETECTED REGARDING THIS TRACT.

**LEGEND**

CONSTRUCTION SCHEDULE

1/17 2024 FOR THE PLAT

AS AN INSTRUMENT

20' WIDE INTERSTATE HIGHWAY

20' WIDE INTERSTATE HIGHWAY

20' WIDE INTERSTATE HIGHWAY

20' WIDE INTERSTATE HIGHWAY

20' WIDE INTERSTATE HIGHWAY

**15.00 ACRES**

[EMNS H BRADLEY SURVEY, ABSTRACT NO 21  
TITUS COUNTY, TEXAS  
INTERSTATE HIGHWAY NO 30 - F. M. ROAD NO. 1500



*Exhibit B*

[Qualified Expenditures]



## AMENDED PERFORMANCE AGREEMENT

This **AMENDED PERFORMANCE AGREEMENT** by and between **CITY OF MOUNT PLEASANT** ("CITY"), **TEXAS INDUSTRIAL DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as "MPEDC"), and **MPX GROUP, LLC**, a Texas limited liability company (hereinafter referred to as the "Developer"), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, MPEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

**WHEREAS**, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities"; and

**WHEREAS**, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless MPEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by MPEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by MPEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, the MPEDC's Board of Directors have determined the financial assistance to be provided to the Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of "project" as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS**, Developer agrees and understands that Section 501.073(a) of the Texas

Local Government Code requires the City Council of the City of Mount Pleasant, Texas, to approve all programs and expenditures of MPEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MPEDC and Developer agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM; CONDITION PRECEDENT.**

- (a) This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **December 31, 2029**, unless terminated sooner under the provisions hereof.
- (b) Developer irrevocably covenants and agrees that by entering this Agreement with the MPEDC and the City, that the Agreement shall serve as and shall constitute, a required signature to an annexation consent petition under Texas Local Government Code §43.0681 (as that law now exists or may be amended) and/or Texas Local Government Code §43.0691 (as that law now exists or may be amended). Through this Agreement, Developer hereby expressly and irrevocably consents to annexation of Developer's Property pursuant to the terms and conditions set forth in this Agreement. Developer also agrees that such annexation by the City shall be deemed voluntary. Developer irrevocably covenants and agrees that said annexation of the Property may commence by the City on or before June 30, 2026 to allow the Property to be annexed into the city limits of the City of Mount Pleasant, Texas, by **January 1, 2027**. If the City determines that it is necessary for a separate annexation consent petition to be signed, Developer hereby covenants and agrees to execute such documentation within ten (10) business days of being provided said documentation by the City. In the event the Property is not annexed into city limits of the City of Mount Pleasant, Texas, by **January 1, 2027**, this Agreement shall terminate automatically without further notice of either party, unless the MPEDC has already reimbursed the Developer for Qualified Expenditures, as provided in paragraph 5.a., in which case the Developer will repay any funds paid by the MPEDC to the MPEDC on or before **January 31, 2027**. Failure to repay said funds will constitute an Event of Default.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means MPX Group, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 2305 County Road 3210, Mount Pleasant, Texas 75455. The term “Developer” also includes a subsidiary of MPX Group, LLC. The term “Developer” also includes a subsidiary and/or affiliate MPX Properties, LLC, which Developer represents owns the 13.00 acres tract of land included as part of the Property.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and among the Developer, MPEDC and the City.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”

- (f) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period, earning a minimum of \$18.00 per hour, with such hours also to include any vacation and sick leave, with full benefits.
- (g) **MPEDC.** The term “MPEDC” means the City of Mount Pleasant, Texas Industrial Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 501 North Madison, Mount Pleasant, Texas 75455.
- (h) **Property.** The word “Property” means the approximately 566,310 square feet or 13.00-acre tract or tracts of land in the Lewis H. Bradley Survey, Abstract No. 21, City of Mount Pleasant, Titus, Texas, as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of construction of a minimum 100,000 square foot manufacturing facility located on the Property, as depicted in *Exhibit B* of this Agreement, which is attached hereto and is incorporated herein for all purposes, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.101 and 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act. The words “Qualified Expenditures” excludes the costs associated with the acquisition of the Property.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with MPEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the MPEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the MPEDC for the Qualified Expenditures made to the Property in a minimum amount of **Twenty Million and No/100 Dollars (\$20,000,000.00)** by **December 31, 2025**.
- (b) **Commence Operations of Manufacturing Facility.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement, to keep open during normal operating hours the minimum of 100,000 square feet of manufacturing space located on the Property.

- (c) **Operate Manufacturing Facility.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement to keep open during normal operating hours the minimum 100,000 square feet of manufacturing space located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2025** to employ and maintain a minimum of fifty (50) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees by **December 31, 2026** and for the remainder of the Term of this Agreement to employ and maintain a minimum of ninety-five (95) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2026**, and during the Term of this Agreement, Developer shall deliver to MPEDC a quarterly compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Quarterly Compliance Verification"). The Developer covenants and agrees beginning on **February 1, 2026**, and quarterly thereafter during the Term of this Agreement, there will be a total of sixteen (16) Quarterly Compliance Verifications due and submitted to the MPEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports. The MPEDC shall provide All Annual Compliance Verifications to the City within five (5) business days of receipt of said information from Developer.
- (e) **Performance Conditions.** Developer agrees to make, execute and deliver to MPEDC such other promissory notes, instruments, documents and other agreements as MPEDC or its attorneys may reasonably request to evidence this Agreement.
- (f) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and MPEDC.

#### SECTION 5. AFFIRMATIVE COVENANTS OF MPEDC.

MPEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** MPEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the aggregate amount not to exceed **One Million and No/100 Dollars (\$1,000,000.00)** within sixty (60) days of receipt of documentation by Developer to MPEDC of the Qualified Expenditures made to the Property consistent with Section 4(a) of this Agreement. Developer covenants and agrees not to submit for reimbursement for amounts less than **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** increments.
- (b) **Performance.** MPEDC agrees to perform and comply with all terms, conditions, and

Page 5 of 13

provisions set forth in this Agreement and in all other instruments and agreements between Developer and MPEDC.

#### **SECTION 6. CESSATION OF ADVANCES.**

If MPEDC has made any commitment to make any reimbursement to Developer, whether under this Agreement or under any other agreement, MPEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

#### **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or MPEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or MPEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and MPEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to MPEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Other Defaults.** Failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between MPEDC and Developer.

#### **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by MPEDC to Developer pursuant to Section 5(a) of this Agreement

shall become immediately due and payable by Developer to MPEDC.

**SECTION 9. INDEMNIFICATION.**

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

**SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Developer, the MPEDC and the City.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Titus County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Titus County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. MPEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to the MPEDC:                   City of Mount Pleasant, Texas  
Industrial Development Corporation  
501 North Madison  
Mount Pleasant, Texas 75455  
Attn: Nathan Tafoya, Executive Director  
Telephone: (903) 717-7241

if to the City:                    The City of Mount Pleasant, Texas  
501 North Madison  
Mount Pleasant, TX 75455-3650  
Attn: City Manager  
Phone: 903-575-4000

if to Developer:                 MPX Group, LLC  
2305 County Road 3210  
Mount Pleasant, Texas 75455  
Attn: Ricky Baker  
Telephone: (903) 563-1994

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120<sup>th</sup> day after the date MPEDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]





DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

**MPEDC:**

**CITY OF MOUNT PLEASANT,  
TEXAS INDUSTRIAL DEVELOPMENT  
CORPORATION,**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Erman Hensel, President  
Date Signed: \_\_\_\_\_

**DEVELOPER:**

**MPX GROUP, LLC,**  
a Texas limited liability company,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

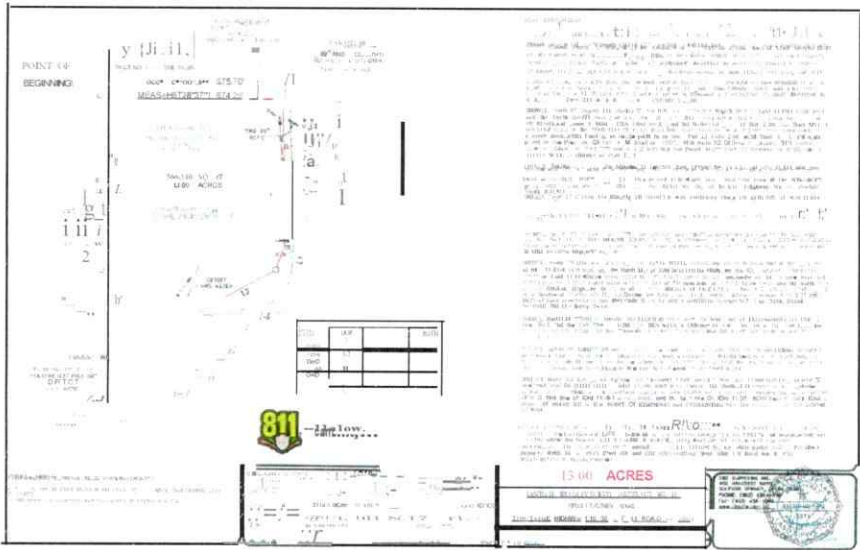
**CITY:**

**CITY OF MOUNT PLEASANT,**  
a Texas municipal corporation

By: \_\_\_\_\_  
Name: Tracy Craig \_\_\_\_\_  
Title: Mayor of the City of Mount Pleasant \_\_\_\_\_  
Date Signed: \_\_\_\_\_

*Exhibit A*

[Description and or Depiction of Property]



*Exhibit B*

[Qualified Expenditures]