

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

**Tuesday, December 17, 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 the November 19, 2024 meeting and the November 25, 2024 meeting 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 Awarding a Contract for IT Services.
4. Consider Resolution 2024-20 Adopting the 2025 Personnel Policy Manual
5. Consider Pay Request #7 to Schneider Electric for work on the Meter Replacement Project.
6. Consider Pay Request #2 from Wicker Construction, Inc. for work performed on the West Loop Wastewater Collection Project.
7. Consider Pay Request #19 from Heritage Construction LLC for work performed at the Southside Wastewater Treatment Plant.
8. 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.
9. 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**) concerning Economic Development Corporation Project(s).

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) and Personnel Matters (Tex. Gov't Code §551.074)

Discussion of status of recruitment for City Manager

Consultation with Attorney (Tex. Gov't Code §551.071) regarding pending or contemplated litigation; or a settlement offer; or on a matter in which in which the attorney has a duty to consult confidentially with the governmental body under the Texas Disciplinary Rules of Professional Conduct

Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074); discuss the appointment and employment of Council Appointees.

Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074); discuss possible Board and Commission Appointees.

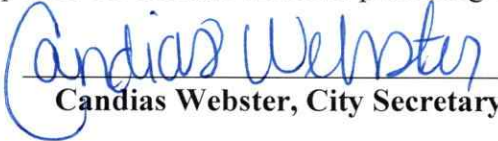
RECONVENE INTO THE REGULAR SESSION

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.

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 13th of December 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 - Dec 17 2024

Staff Contact: Candias Webster, City Secretary

Department: Administration

Subject: Consider Approval of the November 19, 2024 meeting and the November 25, 2024 meeting Minutes.

Item Summary:

This is a Typed copy of the minutes from the November 19, 2024, and November 25, 2024 Minutes.

Financial Impact:

N/A

Recommendation(s):

motion to Approve the November 19, 2024 and November 25, 2024 minutes

Attachments:

[2024.11.19 Regular](#)

[2024.11.25 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 on November 19, 2024, at 6:00 PM. 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
	Lea Ream	-	City Attorney
Absent:	Candias Webster	-	Assistant City Manager/City Secretary

CONSIDER APPROVAL OF NOVEMBER 5, 2024, AND NOVEMBER 13, 2024 MINUTES.

Motion was made by Council Member Hinton, Second by Council Member Hageman to Approve of November 5, 2024, and November 13, 2024 Minutes. Upon a vote, the motion carried unanimously.

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT

No action was taken by the Council.

CONSIDER ACCEPTING THE CANVASS RESULTS OF THE NOVEMBER 5, 2024 SPECIAL ELECTION.

Motion was made by Council Member Hageman, Second by Council Member Redfearn to Accept the Canvass results of the November 5, 2024, Special Election. Upon a vote, the motion carried unanimously.

OATH OF OFFICE FOR COUNCIL MEMBER PLACE 1.

Debbie Corbell, Council Member Place 1 was sworn in by Municipal Judge Kay McNutt.

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

Austin Alvis was sworn in as Associate Municipal Judge by Municipal Judge Kay McNutt.

CONSIDER RESOLUTION 2024-18 ADOPTING THE LONGEVITY PAY POLICY.

Motion was made by Council Member Hinton, Second by Council Member Corbell to Approve Resolution 2024-18 Adopting the Longevity Pay Policy at \$5 per month per employee. Upon a vote, the motion carried 4 to 1 with Council Members Corbell, Redfearn, Hinton, and Hageman voting for and Council Member Spruill voting against.

Monthly Financial Report Ending October 31, 2024

Finance Director Gillian Gatewood presented the Finance report ending October 31, 2024

Quarterly Investment Report Ending September 30, 2024

Finance Director Gillian Gatewood presented the Quarterly Investment Report Ending September 30, 2024

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

Motion was made by Council Member Redfearn, Second by Council Member Hageman to Approve an Electronic Funds Transfer Policy for the City of Mount Pleasant, Texas. Upon a vote, motion was carried unanimously.

CONSIDER PAY REQUEST #18 FROM HERITAGE CONSTRUCTION LLC FOR WORK PERFORMED AT THE SOUTHSIDE WASTEWATER TREATMENT PLANT.

Motion was made by Council Member Hageman, Second by Council Member Corbell to Approve pay request #18 in the amount of \$675,331.04 from Heritage Construction LLC for work performed at the Southside Wastewater Treatment Plant. Upon a vote, motion was carried unanimously.

CONSIDER PAY REQUEST #1 FOR WICKER CONSTRUCTION, INC. FOR WORK PERFORMED ON THE WEST LOOP WASTEWATER COLLECTION PROJECT.

Motion was made by Council Member Corbell, Second by Council Member Hinton to Approve pay request #1 for Wicker Construction, Inc. in the amount of \$170,762.50 for work performed on the West Loop Wastewater Collection Project. Upon a vote, motion was carried unanimously.

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

Motion was made by Council Member Hinton, Second by Council Member Redfearn to Approve 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. Upon a vote, the motion carried unanimously.

MONTHLY DEPARTMENT 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

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.

Motion was made by Council Member Redfearn, Second by Council Member Hinton to table this item until the next meeting. Upon a vote, motion was carried unanimously.

ADJOURN: 8:45 PM

TRACY CRAIG, SR, MAYOR

ATTEST:

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 Special Session on November 25, 2024, at 5:30 PM. at the Council Chambers located at 501 North Madison with the following members present:

	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:	Tracy Craig	-	Mayor

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT

No action was taken by the Council.

RECONSIDER RESOLUTION 2024-18 ADOPTED BY THE COUNCIL AT THE NOVEMBER 19, 2024, REGULAR CITY COUNCIL MEETING AND CONSIDER ADOPTING RESOLUTION 2024-19 ON LONGEVITY PAY POLICY.

Motion was made by Council Member Redfearn, Second by Council Member Hageman to Reconsider Resolution 2024-18 adopted by the Council at the November 19, 2024, Regular City Council Meeting. Upon a vote, the motion carried unanimously. A Motion was made by Council Member Hageman, Second by Council Member Redfearn to adopt Resolution 2024-19 Longevity Pay Policy at \$10 per employee per month. Upon a vote, the motion carried unanimously.

Consider Canceling the December 3, 2024, Regular Meeting of the City Council..

Motion was made by Council Member Corbell, Second by Council Member Hageman to Cancel the December 3, 2024, Regular Meeting of the City Council. Upon a vote, the motion carried unanimously.

ADJOURN: 5:45 PM

CARL HINTON, MAYOR PRO-TEM

ATTEST:

CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY



AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Department:

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.



AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Staff Contact: Greg Nyhoff, City Manager

Department: Administration

Subject: Consider Awarding a Contract for IT Services.

Item Summary:

On November 22, 2024, we ended our agreement with Datamax and started a bid process to hire a new firm to work for the City. We ran an ad in the newspaper on November 20 and 27, plus placed it online for contractors to apply via the web portal OpenGov Procurement. We received no bids in person but had 2 firms apply online. The IT committee has already met and interviewed these two candidates and has unanimously selected Bryan IT.

Financial Impact:

\$237,600 per year for 2 years

Recommendation(s):

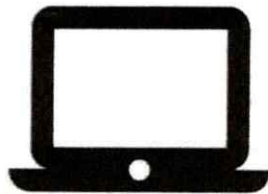
IT Committee recommends selecting Bryan Information Technology as the IT Service provider for the City of Mount Pleasant and authorizing the CM to negotiate the contract, CA to review and CM to execute the same for a 24 month period.

Attachments:

[Moblie Tech Solutions - BID Proposal](#)

[Bryan Information Technology - BID](#)

[BID view count](#)



**MOBILE TECH
SOLUTIONS**

RFP Response
City of Mount Pleasant

CONSULTING & OTHER PROFESSIONAL SERVICES FOR
PROFESSIONAL IT SERVICES

Mobile Tech Solutions
280 Private Road 5281
Lone Star, TX 75668

<https://mobiletechsolutions.co>

Email: hunter@mobiletechsolutions.co

Mobile Tech Solutions is a managed services company that is seeking the contract for Professional IT Services for the City of Mount Pleasant. In accordance with the RPT guidelines, the following sections will address the questions proposed to us, the prospective contractor.

Our hope is that our responses to these sections will provide the City of Mount Pleasant peace of mind regarding our abilities as an IT company, and how we are uniquely positioned to attend to the complex needs that this city requires of their IT company.

TAB A - FIRM & PROJECT TEAM BACKGROUND

- Mobile Tech Solutions is a local IT services company backed by over 22 years of experience and knowledge. Our company has been in business for 4 years. Our mission at MTS is to provide outstanding technical support and consulting services for our customers that make sense, and get the job done. We are a **veteran-owned business**, and that sense of duty and dedication, with a mission-oriented mindset, sets us apart from other companies when it comes to accomplishing projects and tasks. To sum it up, "we work until the problem is resolved."
- Projects - Mobile Tech Solutions has been involved in similar projects, such as the one being proposed for the City of Mount Pleasant. First, we are the managed provider for a local house of worship. We provide RMM services, along with antivirus, and network management of enterprise level equipment.
- Another project recently worked on with a client was finding an alternative for a primary internet connection for a water supply corporation. We replaced the main connection with a Starlink. As a result of this, it was determined that the office needed IT Services to manage desktops. Recently we assisted in a complete upgrade of equipment, to include data transfer to the new machines.
- Another project that Mobile Tech Solutions worked on was creating an email domain from scratch. MTS reserved the domain name, and after obtaining reservation, made all necessary hosting changes, and setup all Microsoft licensing and mailboxes. This included email security management through Microsoft. As a result of this, we were awarded the entire IT contract for this company, and now oversee all IT projects.
- The leader of our company is the Owner, Hunter Bonner, and he has over 22 years of experience working in IT. He is responsible for overseeing all contracts, ticket dispatches, alignment and assignment of internal resources to serve our customers. Regarding this specific project, Hunter Bonner was the onsite IT Administrator from 2014-2019 for the City of Mount Pleasant. Much of the existing infrastructure was either implemented or maintained by him.

- Overall experience with municipal government is 10 years. Five of those were with the City of Mount Pleasant, 4 with the City of Lone Star, 1.5 years with the City of Bogata.
- Certifications include CompTIA A+, previously CJIS certified however I do not currently have a sponsoring agency. Should this contract be awarded to MTS, we expect for the CJIS Compliance Officer for the Mount Pleasant Police Department to set up those credentials again for vendor certification. Owner possesses a Bachelor of Science in Information Systems from the University of Texas at Arlington.
- Detailed resumes are separate and included at the end of this proposal.
- Total number of projects as of the time this proposal is being drafted, is nine. That includes one currently under negotiation. It must be pointed out that when previously providing support for the City of Mount Pleasant, the owner was also maintaining other projects with other organizations, and was able to address and manage the IT needs of the city simultaneously.
- Members of this project team will be Hunter Bonner, Owner, who has the most hands-on experience with the City of Mount Pleasant systems, different locations, and applications. Assisting from time to time will be Hunter Bonner II, who is experienced working with laptop and desktop technical issues. He is also experienced in upgrade and deployment rollouts which requires hands-on experience. His role will be in initial support contact as well as project work as needed.
- Home Office address is: 280 Private Rd 5281 Lone Star, TX 75668. This is the home address for all associates at this time.

TAB B PROJECT EXPERIENCE AND QUALIFICATIONS

- 3 Projects are attached at the end of this proposal using the Attachment 1 template as instructed.
- As mentioned in the previous section, the owner, Hunter Bonner, has professional experience working with municipalities. Those include City of Lone Star, City of Bogata, and Titus County Freshwater Supply District. This is in addition to the experience he had in the past working as the IT Director for the City of Mount Pleasant. At each of these municipalities, they involved working with different physical locations and different departments.

TAB C METHODOLOGY AND TECHNICAL APPROACH

Mobile Tech Solutions plan to provide IT support for the city will use industry experience and knowledge, as well as a model of setting priorities of projects. First and foremost is an understanding that there are people behind each workstation, email account, etc and the ability to have a clear line of communication with city staff is the integral key to successful support.

The scope of work for the city is extensive, and as someone who supported this city previously for 5 years, our knowledge of what the city needs puts us in a unique position. It is unique in that, on day one of service, we will be able to start providing support at a level that we know the city requires. This process starts by identifying phases that need to be completed.

First phase will be a city-wide inventory of all workstations, servers, and network equipment. This will be accomplished through the deployment of our remote monitor and management module (RMM) throughout the entire network. This agent provides us with workstation names, type of device, as well as other key information that the IT Department needs. Included in this phase is network wide deployment of corporate antivirus on all devices.

Part of this phase is assessing what equipment is still supported by vendors like Microsoft, network hardware providers, and the like. This should take approximately 2 weeks to accomplish. Staff will be assigned to deploy RMM agents and to collect information. One of the ways to efficiently accomplish this project is by placing what is known as a "network probe" on both the City side and PD side Domain Controllers, and allowing that software to detect computers and install the agent. This is more efficient than going physically from workstation to workstation.

Once data is collected, reports will be compiled on all assets in terms of number of workstations, which operating system is installed, whether or not devices are upgradeable, and what devices require full replacement. These progress reports will be shared in emailed reports, as well as having face to face conversations with city leadership. This step is necessary to coordinate a plan to financially accomplish this task.

An example of efficiency and innovation happens to have occurred with the City of Mount Pleasant itself. The city wanted to have facade lighting on all buildings downtown, but the issue was how to get internet access there, when there were no city offices in that area. Research was performed, and a point to point wireless solution was implemented from city hall to the top of the courthouse. From there an omnidirectional antenna was implemented to broadcast a wireless signal to the entire downtown square, which allowed someone with a mobile app to update lighting schemes.

Another example was the need to have a better system of in-car terminals for officers versus a traditional laptop, but that would also work to replace an aging electronic traffic citation system. Looking at the need for mobility and security, a tablet system was devised for the Mount

Pleasant Police Department, which had integrated with it the Brazos citation system. This tablet had the ability to capture VIN information for the officer, and eased ticket writing.

Furthermore, there was a secure connection back to the RMS system in the PD, which allowed the officers to do much of the same functions they would do sitting at a desk, right from the front seat of the patrol vehicle. The deployment of this solution took a few weeks. As a backup in case of tablet malfunction, a device imaging system was implemented in order to reduce downtime in case of system issues. Recovery was down to less than 1 hour of downtime.

TAB D COST PROPOSAL

The following cost breakdown is based on our standard pricing. A total overall cost cannot be provided since the number of workstations, servers, network equipment, are unknown as of the time of this RFP.

- Monthly Workstation RMM with antivirus - **\$50/workstation.**
- Monthly Server RMM with antivirus - **\$85/server (physical or virtual)**
- Monthly Network and Firewall Management - **\$500/month (includes all maintenance)**
- Monthly Backup Services - Backups will be to the cloud. Estimated cost at this time would be \$500-\$1000 per month. A detailed audit of data to be backed up will yield a more accurate figure.
- Monthly Microsoft Office Licensing and management - Price varies depending on type of license required. (Recommend that the City take back control of this on their own as has been the case in the past, versus an MSP like ourselves having it under our organization.) This would keep your costs lower by the city owning it, since you will be buying licenses directly from Microsoft without markup, and then having Mobile Tech Solutions manage it. Cost for managing Microsoft 365 would be included in the contract.
- Travel - **\$75/hour**
- Project Work - **\$75 per hour. (All project work will be proposed by MTS and will only commence with approval from the city.)**
- Project materials, computer parts, and other items needed to complete repairs, upgrades, or accomplish a project billed at 10% markup from retail price. As was the case in the past, MTS will work to first have the city purchase directly what they are needing, thereby saving the city and taxpayers money. This was a beneficial, efficient, and effective strategy.
- Weekly Hourly Cost - It is estimated based on previous experience with the city, that a total of no less than 32 hours/week is necessary to perform IT functions. This will be billed at a fixed cost of **\$75/hour billed in half hour increments.** Should an unlimited hours contract be desired by the city, a fixed monthly rate will be proposed.

- All non-standard services will be billed at a cost of \$75/hour, billed in half hour increments.

TAB E: ABILITY TO COMPLY WITH EXHIBIT A TERMS AND CONDITIONS

Signed and attached. Full compliance will be upheld.

TAB F CERTIFICATION AND ACKNOWLEDGEMENT PAGE LITIGATION DISCLOSURE

Mobile Tech Solutions has no areas or issues under this section. We disclose we have no judgements, claims for losses, negligence, etc. This includes all employees of Mobile Tech Solutions.

TAB G ADDITIONAL REQUIREMENTS AND STANDARDS FOR CONSIDERATION

- As the former acting IT Director for the City of Mount Pleasant, I have hands-on experience with all systems within the city's domain. For 5 years, the owner, Hunter Bonner, supported multiple locations such as Water Treatment, Wastewater, PD, City Hall, Library, etc. Each of these locations had a mixture of point to point fiber, wireless, cable internet. At two of these locations, Airport and New Water Treatment Plant, I worked on upgrading from an expensive and outdated ISDN line to the airport that was upgraded to fiber. For Water Treatment, replacing a nonfunctional wireless internet to fiber optics.
- The needs of the PD versus the needs of Fire, Water Billing, etc are unique. Police need in-car access to the RMS system, whereas the Fire Department needed access to the first responding software for responding to and logging fire calls. Other departments required stable internet connections for connectivity back to city file share servers.
- **Data Backup and Disaster Recovery Expertise** - While supporting the city previously, a hybrid backup system (backup local and then offload to cloud) was implemented by

Hunter Bonner. This was a cost effective system that allowed for virtual server spin up in the cloud in case of a failure of hardware. When it comes to disaster recovery approaches for a city, the disaster recovery plan requires routine testing. This would be performed by bringing down a critical system and putting into place the backup plan in order to ensure uninterrupted operations of the city. Another example of disaster recovery was dealing with multiple cases of accidental file deletion of important files. By having a robust disaster recovery system, we were able to have the ability to recover files in a myriad of ways. There was not a limitation on file and or server recovery.

- **Advanced Endpoint Security and Access Controls** - Hard token multi factor authentication was implemented in the Mount Pleasant Police Department for in-car systems to authenticate back to the police domain. This was achieved by researching a vendor that met CJIS requirements and had the infrastructure to accomplish this task. Also, whenever possible, multi factor authentication was mandated on email accounts through Microsoft Office through the use of authenticator apps.
- Endpoint hardening was further achieved through implementation of antivirus software with intrusion detection and ransomware detection. Endpoints were also secured by having diverse network connections such as an internal LAN/wireless versus guest wireless to protect from unauthorized access to internal file servers, etc.

- **Service Levels and Response Times** - Critical issues will have a response time of 30 minutes, if not sooner. Mobile Tech Solutions will work until the issue is resolved. However, depending on the nature of the issue (hardware failure, zero day exploit, etc) a guarantee of 4 hours may not be possible due to specific circumstances. For example: If a server hard drive fails, it may take overnight for a new one to be delivered and integrated into the existing system.
- Mobile Tech Solutions can and will provide 24/7 support. This will be achieved through remote monitoring agents, and if issue(s) persist and require on-site response, MTS will respond with an onsite visit the same day.

Project No. 1

Project Owner: Nevills Chapel Baptist Church

Project Name: IT Services

General Description of Project: Provide monthly IT services such as break fix, network management, desktop support services..

Project Cost: Varied

Date Project Started: 08/2020

Project Manager: Hunter Bonner

Project Technical Lead (if different): _____

Was original contract price met: X Yes No

If No, please explain:

Was original contract schedule met: X Yes No

If No, please explain:

Reference contact information (listing names indicates approval to contacting the named individuals as a reference):

Owner Name: Shawn Findley

Organization Name: Nevills Chapel Baptist Church

Owner Telephone Number: 903-563-1979

Owner Email: shawn.findley@nevillschapel.org

Project No. 2

Project Owner: Mobile Tech Solutions

Project Name: IT Services - Roach Law Firm

General Description of Project: Provide IT services for the Roach Law firm on a monthly basis.

Project Cost: \$500 Date Project Started: 10/21/2024

Project Manager: Hunter Bonner

Project Technical Lead (if different):

Was original contract price met: X Yes No

If No, please explain:

Was original contract schedule met: X Yes No

If No, please explain:

Reference contact information (listing names indicates approval to contacting the named individuals as a reference):

Owner Name: Johnny Scott

Organization Name: Roach Law Firm

Owner Telephone Number: 903-746-4409

Owner Email: jscott@roachfirm.com

_Project No. 3

Project Owner: Mobile Tech Solutions

Project Name: Fiber Optics Upgrade

General Description of Project: Replace outdated and inadequate DSL main internet connection with fiber optics.

Project Cost: \$300 Date Project
Started: 10/4/2024

Project Manager: Hunter Bonner

Project Technical Lead (if different):

Was original contract price met: X Yes No

If No, please explain:

Was original contract schedule met: X Yes No

If No, please explain:

Reference contact information (listing names indicates approval to contacting the named individuals as a reference):

Owner Name: Tammy Bennett

Organization Name: East Texas Forest Products

Owner Telephone Number: 903-240-6199

Owner Email: tamlynben@aol.com



PROFILE

I am an IT Professional with a passion for making technology enhance our lives and achieving business goals. I have nearly 20 years of experience working on client computers, servers, and networks.

Prior to my career in IT, I served in the United States Marine Corps working on computerized fire control systems. Part of that service was "accomplish the mission." This is how I approach all IT projects and issues. Accomplishing the mission, means resolving IT problems, and devising effective IT solutions whenever there is a need.

CONTACT

PHONE:
940-300-9972

WEBSITE:
<https://www.linkedin.com/in/hunterbonner>

EMAIL:
hunterbonner@outlook.com

HUNTER BONNER I.

System Administrator

EDUCATION

University of Texas at Arlington

August 2001 – August 2006

Bachelor of Science in Information Systems

WORK EXPERIENCE

Mobile Tech Solutions – President/CEO

July 2020 – Present

Private MSP business servicing East Texas and other portions of the state. Performed wireless network build outs, workstation management and asset tracking, backup, and disaster recovery solutions. Consultant on IT projects of all sizes.

Absolute Technology Solutions, Inc - Technology Consultant

November 2014 - August 2024

Performed System Administrator role for multiple clients, to include two city governments, and two private businesses. Extensive work with law enforcement solutions, disaster recovery, and network security management.

GSATI - Technical Support Analyst

July 2013–November 2014

Provided technical support and system administration to multiple businesses in an MSP firm. Migrated an international company from a costly, antiquated backup system, to a cloud solution, and then rolled that out to multiple client sites.

INTERESTS

Faith
Technology
Reading
History
Travel
Technology Blogging
Writing

SKILLS

- Virtualization
- Disaster Recovery
- Office365 Administration
- Azure Administration
- Microsoft Server all versions.
- Active Directory Domain Services Administration
- Backup Administration and Implementation
- Network Administration and Security
- IT Strategy
- Asset Management
- Budgeting

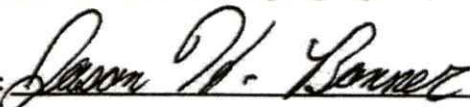
CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the Respondent, hereby certifies:

The Respondent is in receipt of RFP addenda.

The Respondent certifies:

- that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
- that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2274.
- that it is qualified to perform the work and services outlined in this RFP.
- that the Proposal has been arrived at independently and submitted without collusion with any other Respondent, CITY staff or CITY contractor, and the contents of the Proposal have not been communicated by the Respondent or, to the Respondent's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any person prior to CITY's final action on this RFP prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a Proposal for the work.
- that the offers, terms and conditions of the Proposal will remain valid and effective and may be relied upon by CITY for a period of ninety (90) days following the Proposal closing date and time as identified in this RFP or addenda.
- that it has provided disclosure of all known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation, as required in Submission Requirements.

Signed By:  Title: President/Owner
Typed Name: Hunter Bonner Company Name: Mobile Tech Solutions
Phone No.: 903-309-0731 Email: hunter@mobiletechsolutions.co
Remit Address: 280 Private Road 5281 Lone Star TX 75668
P.O. Box or Street City State Zip
Federal Tax ID No.: 26-2905276 DUNS No.: _____
Date: 12/01/2024

ATTACHMENT "2" -- EXCEPTIONS FORM

REQUEST FOR PROPOSAL: PROFESSIONAL IT SERVICES

Should your firm take exception to **ANY** of the terms and conditions in the Professional Services Agreement, or other contents provided in the Request for Proposal submit the following form with your RFP. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: NONE

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Non-Collusion Declaration

Company: Bryan Information Technology, LLC (Bryan IT)

Website: www.bryanitcorp.com

Address: 601 Airport Road, Suite 130, Sulphur Springs, Texas 75482

I, Shawn Bryan, in my official capacity as Owner and CEO of Bryan Information Technology, LLC (hereafter referred to as "Bryan IT"), hereby declare and affirm the following on behalf of the company:

1. **No Collusion:** Bryan IT has not directly or indirectly entered into any agreement, understanding, or arrangement with any other company, business, or individual to limit competition, fix prices, or restrict or alter the results of any contractual bidding process related to the submission of this proposal.
2. **Independent Submission:** The proposal submitted by Bryan IT for consideration has been independently prepared without any collusion, consultation, or communication with any other vendor, contractor, or individual planning to submit a separate proposal for this project.
3. **No Disclosure of Intent:** Bryan IT has not disclosed to, nor received from, any competing company or individual, information that may influence the proposal, including pricing, strategies, or the content of submissions.
4. **Fair Competition Commitment:** Bryan IT is committed to fostering a fair and transparent competitive environment and complies with all relevant laws, regulations, and ethical standards regarding the bidding process.
5. **Truthful Representations:** All information submitted by Bryan IT in this proposal is truthful, accurate, and provided in good faith. Bryan IT understands that providing false or misleading information may result in immediate disqualification or cancellation of awarded contracts.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

Executed on: 11.14.24

Signature:

Shawn Ray Bryan

Owner and CEO



Company: Bryan Information Technology, LLC (Bryan IT)



Bryan Information Technology, LLC
INNOVATE. INTEGRATE. ELEVATE.

Proposal 1: IT Services (Standard Business Hours)

Bryan Information Technology, LLC
601 Airport Road, Suite 130
Sulphur Springs, Texas 75482

City of Mount Pleasant
N Madison
Mount Pleasant, Texas 75455

Service Overview

We propose a comprehensive IT service package at a guaranteed fixed rate, encompassing all standard services currently provided, with additional guarantees for service during daily business hours (8 AM - 5 PM).

Service Components

1. Standard Services:

- Virus, spyware, and malware protection.
- Data backup management for disaster recovery.
- 24/7 technology monitoring with weekly and monthly reporting available.
- Regular technology partnership reviews.
- Remote employee support for existing technology (onsite as needed).
- Remote support for infrastructure as currently deployed (onsite as needed).
- Technology vendor management.
- Web-based employee training on standard applications and security best practices.
- **Data Server Migration Services:** Comprehensive support for role migrations of data servers, including Windows and Linux-based servers.

2. Enhanced Security Services:

- Reinforcement of employee-focused security policies as approved by the City Council.
- Implementation of multi-factor authentication (MFA) for secure Windows, Office 365, and SonicWall VPN logins.
- Hardening of Windows endpoints with additional security software.

- External email identification and tagging.

3. **Support Coverage:**

- Office-Based Employees: 155
- Email-Only Employees: 74
- Guaranteed Service Hours: Services are guaranteed between 8 AM - 5 PM, Monday through Friday, without additional charges.

Financial Terms

- **Term Commitment:** 24 months.
- **Annual Rate:** \$184,500.
- **Monthly Payment:** \$15,375.

Additional Benefits

- **Transparency:** The fixed rate includes all standard services, ensuring no hidden fees for services provided during standard business hours.
- **Flexibility:** Options to renew or adjust the contract based on performance reviews and evolving needs.
- **Service Level Agreements (SLAs):** Guaranteed response and resolution times to ensure timely and effective support.

Conclusion

Our first proposal guarantees a comprehensive IT service package that includes all services currently provided by your existing arrangement, ensuring seamless continuation and support. We affirm a fixed rate with no hidden fees, and a commitment to delivering exceptional service during standard business hours (8 AM - 5 PM, Monday through Friday). This package offers a predictable cost structure and reliable service availability, meeting your needs without the concern of unexpected additional charges.

Best regards,

Shawn Bryan, CEO
Bryan Information Technology, LLC





Bryan Information Technology, LLC
INNOVATE. INTEGRATE. ELEVATE.

Proposal 2: Premium IT Services with Network Equipment Coverage

Bryan Information Technology, LLC
601 Airport Road, Suite 130
Sulphur Springs, Texas 75482

City of Mount Pleasant
N Madison
Mount Pleasant, Texas 75455

Service Overview

We propose an all-inclusive IT service package enhanced with additional premium features, ensuring comprehensive coverage and support for your organization's needs. This package is designed as a turnkey solution to provide complete peace of mind through advanced security measures, 24/7 support, and robust network equipment coverage. By integrating these premium elements, we aim to not only meet but exceed your current IT service expectations, ensuring optimal performance and reliability.

Service Components

Includes everything in Proposal 1, PLUS the following enhancements:

1. **24/7 Emergency Support:**
 - Full around-the-clock emergency support for your entire network (including law enforcement), ensuring immediate response to any issues, anytime.

2. **Network Equipment Coverage:**
 - Coverage for up to 5 locations, including all network switches and firewalls. This encompasses:
 - Uninterruptible Power Supplies (UPSs)
 - Hubs
 - Standard Gigabit Switches (including PoE switches)
 - Next-Generation Firewalls
 - VPN servers

- We will upgrade or replace End-of-Life (EOL) or failing equipment as necessary at no additional cost for the service or hardware.

3. **Scalability Support:**

- Full support for all additional employees added during the life of this agreement.

Financial Terms

- **Term Commitment:** 24 months.
- **Annual Rate:** \$237,600.
- **Monthly Payment:** \$19,800.

Additional Benefits

- **Turnkey Solution:** Complete peace of mind with comprehensive coverage for all IT services and network-related equipment, including new and existing employees.
- **No Additional Costs:** Fixed rate ensures there are no unexpected expenses for primary network equipment upgrades or replacements.
- **Maximum Uptime:** Our guarantee of network reliability through immediate support and proactive maintenance.

Conclusion

Our premium proposal not only enhances our comprehensive IT service package with added features for optimal performance and reliability but also secures your financial planning with a predictable, fixed cost structure. This complete solution covers all IT service-related needs without any hidden fees, ensuring maximum uptime and eliminating financial uncertainties associated with additional costs or downtime. This package was designed for peace of mind in both technology management and budgeting.

Best regards,

Shawn Bryan, CEO
Bryan Information Technology, LLC





661 Airport Road, Suite 130
Sulphur Springs, TX

Serving

and surrounding areas

About Us:

Bryan IT is a trusted provider of comprehensive IT services, serving a wide variety of clients throughout Texas. With over 15 years of experience, we specialize in network management, cybersecurity, desktop support, Microsoft and Linux based server support, email administration, IT consulting and much more. Our skilled team is committed to delivering reliable and secure technology solutions tailored to our clients' unique needs.

Leaders:

- Shawn Bryan – President and CEO
- Seth Bryan – Vice President
- David Maxfield – Chief Technology Officer (CTO)
- Cathy Bryan – Treasurer
- Tiffany Bryan – Executive Secretary

Technicians and Specialists:

- Matt Shetler – Tier 2 Technician, Hardware Specialist
- David Janakes – Tier 2 Technician, Cybersecurity Specialist
- Keisten Morris – Tier 2 Technician, Network Specialist
- Jonathan Holladay – Tier 1 Manager and Technician
- Kalon Branch – Tier 1 Technician
- Nathan Bryan – Tier 1 Technician
- Josiah McGraw – Tier 1 Technician

Other Staff:

- Katie McGraw – Receptionist, Office Manager
- Sarah Maxfield – Marketing, Media

Over 15 Years of Trusted IT Support Across Texas:

- Bryan IT has been proudly supporting counties throughout Texas for over 15 years, providing reliable and secure IT services to a wide range of clients. Our expertise extends across local governments, law enforcement departments, medical professionals, and small businesses. With a focus on tailored solutions that meet the unique needs of each client, our long-standing partnerships reflect the trust and quality we bring to every project. Our deep experience in the field ensures that critical operations remain efficient and secure.
-

Service Level Agreements (SLAs) Based on the Type of System Supported **Our SLAs vary depending on the type of system supported, and we guarantee the following:**

- **Critical Issues (Network Down):**
Initial response within 30 minutes, resolution within 4 hours.
- **High Priority Issues (Major Operational Impact):**
Initial response within 1 hour, resolution within 8 hours.
- **Medium Priority Issues (Non-Critical):**
Initial response within 2 hours, resolution within 24 hours.
- **Low Priority Issues (Minor Requests):**
Initial response within 4 hours, resolution within 3 business days.

We also guarantee 99.9% network uptime, excluding scheduled maintenance and events beyond our control.

Issue Management/Resolution Tracking System

We utilize a state-of-the-art, industry-leading ticketing system to manage all customer service requests and incident reports. From the moment an issue is reported, it is logged and tracked throughout the entire resolution process, ensuring every step is documented and monitored. This system allows us to prioritize issues based on urgency and allocate the necessary resources for prompt responses and effective problem-solving.

Our platform also enables detailed reporting, giving clients full visibility into the status and progress of their requests. Clients can access updates at any time, ensuring transparent communication and peace of mind. Additionally, **our system facilitates secure and fast remote connectivity between our office and client locations**, allowing for swift diagnostics and issue resolution without the need for on-site intervention in most cases.

Types of Services Offered (Even if Not Included in the Proposal)

While the proposal focuses on specific services tailored for the City of Mount Pleasant, Bryan IT offers a wide range of additional services, including but not limited to:

- Managed IT Services
- Cloud Backup Solutions
- Network Security and Monitoring
- Compliance Audits (CJIS, HIPAA, etc.)
- Disaster Recovery Planning
- Hardware and Software Procurement
- Software Engineering
- Web Hosting and Maintenance
- E-Mail Management
- Office 365 Licensing/Tenant Management
- Data Server Management
- Data Server Migration Services (Windows and Linux)
- Network Infrastructure Management
- Cybersecurity Services (Risk Assessments, Incident Response)
- Cybersecurity Pen Testing Services
- Technology Budgeting Assistance
- IT Consultancy

- Extended IT Team Support
-

Software Languages and Expertise

At Bryan IT, we offer extensive expertise in a wide range of programming languages and technologies, including C, C++, Objective-C, JavaScript, Visual Basic, Xojo, Assembly, Node.js, HTML5, PHP, MySQL, and AWS. With team members possessing deep technical skills and professional certifications such as A+, Network+, MCP, MCDST, and MOS, we are well-equipped to lead the development of innovative platforms across Windows, Linux, and iOS environments.

Leveraging Long-Standing Partnerships and Vendor Expertise for Superior IT Solutions

With over 15 years in business, Bryan IT has cultivated strong relationships with numerous companies throughout Northeast Texas. Our deep familiarity with software and hardware vendors allows us to provide prompt, cost-effective solutions for our clients. We frequently collaborate with trusted providers like People's Communication (ISP), Tyler Technologies, i3 Public Sector, Dell, Lenovo, Microsoft, Duo, BitDefender and others, ensuring reliable and affordable options tailored to your needs. These connections enable us to streamline services and deliver exceptional value in every project.

Remaining Answers to Specific Questions

- **Do you provide Microsoft 365 services and licensing for email and Office Applications?**

A: We are able to provide Microsoft 365 services and licensing directly or we can help you facilitate a direct relationship with Microsoft for licensing.

- **Can you provide on-site support when needed and will there be additional costs associated with that?**

A: Yes, we provide on-site support as needed, and all such services are included in Proposal 2 at **no additional cost** during the term of our agreement. Any additional charges will only apply to services outside the scope of the agreement and must be

approved by your administration in writing (or via email) beforehand. For example, if you request a website build, which is not part of the agreement, we would discuss and agree on any additional charges prior to proceeding.

- **What would be extra?**

A: Licensing for general operations, such as Microsoft Windows, Microsoft Office, and other software, would be your responsibility to purchase and provide. Our provision for software in Proposal 2 includes antivirus, licensing on specific firewall devices (for replacements), inventory and ticket tracking, as well as remote connectivity between our team and yours.

- **Do you have a remote monitoring and management system available?**

A: Yes, we utilize industry-standard, secure, and data-encrypted remote monitoring and management software. This system allows us to establish a secure connection between our location and yours, ensuring that all remote activities are handled with the highest level of security and confidentiality.

- **Is there is a time-based requirement for how quickly the issue is worked on and resolved?**

A: Yes, our SLA specifies clear response and resolution times based on the issue's priority:

- Critical Issues (Network Down): Response within 30 minutes, resolution within 4 hours.
- High Priority Issues (Major Operational Impact): Response within 1 hour, resolution within 8 hours.
- Medium Priority Issues (Non-Critical): Response within 2 hours, resolution within 24 hours.
- Low Priority Issues: Response within 4 hours, resolution within 3 business days.

Full details are included in our SLA.

Letters of Recommendation

Below are letters of recommendation from a few of our current customers who promptly responded to our request just a few days ago. These letters highlight the quality of our services and the strong, long-standing relationships we've built with these organizations.

Titus County Sheriff's Office
304 S. Van Buren, Mount Pleasant, TX 75455
(903) 572-6641
jlivingston@co.titus.tx.us



To Whom It May Concern,

It is with great pleasure that we, at the Titus County Sheriff's Office and Titus County, offer our highest recommendation for Bryan Information Technology (formerly known as Kaybro Technology). Over more than a decade of collaboration, Bryan IT has consistently delivered exceptional service, reliability, and an unwavering commitment to supporting our needs.

From the very beginning of our partnership, Bryan IT's team has proven to be highly responsive, knowledgeable, and efficient. They have provided tailored solutions that have significantly enhanced our operations, ensuring that our technology infrastructure runs smoothly and securely. Whether its routine maintenance, troubleshooting, or large-scale system upgrades, Bryan IT has been trusted at every step.

Their services have also been instrumental in maintaining the level of security and efficiency required in a law enforcement environment.

In addition to their technical proficiency, Bryan IT excels in communication. Their team has always been proactive and clear in their interactions with the Titus County Sheriff's Office, keeping us informed of all necessary updates, changes, and system requirements. This level of communication has been especially valuable during state audits. Bryan IT is always prepared for audits performed by the State of Texas, including those related to the Texas Law Enforcement Telecommunications System (TLETS). Their thorough preparation and knowledge of compliance requirements ensure that we meet all state standards with ease and confidence.

We are particularly impressed by their dedication to understanding our unique requirements and delivering solutions that exceed our expectations. The professionalism, reliability, and adaptability of the team have made Bryan Information Technology an invaluable partner for the Titus County Sheriff's Office.

For any organization seeking a dependable, innovative IT service provider, we wholeheartedly recommend Bryan Information Technology. Their exceptional service has made a lasting positive impact on our operations, and we look forward to continuing this successful partnership.

Sincerely,

John Livingston

Chief Deputy



AJ MASON
Camp County Judge

126 Church Street, Rm 303
Pittsburg, Texas 75686

903-856-3845
903-856-2309(fax)

10-21-2024

RECOMMENDATION OF BRYAN IT

To Whom It May Concern,

I am writing to share the experience Camp County has had with Bryan IT for the last four years regarding IT services. In 2020 Camp County contracted with Bryan IT, formerly Kaybro, for IT services including desktop support, network management, server management, cybersecurity and backup solutions.

Without exception, Bryan IT has exceeded expectations in all areas of their services offered. Perhaps most unique to a county IT network versus other business or governmental entities, is the criminal and court system information system. The information in the Criminal Justice Information System (CJIS) is highly regulated by the Texas Department of Public Safety. Bryan IT possesses not only the necessary credentials but the ability to manage this area of the CJIS information and audits for Camp County ensuring compliance with DPS requirements.

Desktop support is critical for staff to conduct the daily tasks for business to operate efficiently. From the simple "my printer won't print" to interfacing with the various software systems utilized by Camp County, Bryan IT is highly responsive and always resolves any issues that arise timely. Usually, literally within minutes.

Cybersecurity is critical in today's IT environment. Bryan IT maintains a high cybersecurity posture safeguarding public records that are the responsibility of the county. The redundant physical and cloud storage services provided are held safe and provide backup in the event of a cyber-attack or other disaster.

To put it very simply, Bryan IT is the easy button. As stated earlier, without exception, our expectations and needs have been exceeded in every instance. In the interest of brevity, this letter can only accommodate a fraction of the situations that are made nonevents because of the customer service and capability of Bryan IT. Peace of mind is valuable and Bryan IT provides value in every area.

If I can answer any question or share any of our experiences, please contact me at any time.

Best,

AJ Mason
County Judge



Circa 1912

Franklin County Auditor

Marla White

200 N. Kaufman St.

Mt. Vernon, TX 75457

Email mwhite@co.franklin.tx.us

Tel (903)537-8333 Fax (903)537-8335

The Home of Beautiful Lake Cypress Springs



October 21, 2024

Attn: Seth Bryan

RE: Bryan Information Technology, LLC

Dear Sir,

Franklin County Commissioner's Court first approved a contract with Bryan IT August 13, 2018, effective, January 1, 2019.

Bryan IT's customer service, billing department, expert IT knowledge, and quick response time to any problem we have encountered has been exceptional.

Since 2018, the Commissioners' Court has approved two additional three-year contracts with Bryan IT.

If you have any further questions, please don't hesitate to call me at 903-537-8333.

Thanks,

A handwritten signature in black ink that reads "Marla White".

Marla White

Franklin County Auditor



RED RIVER COUNTY AUDITOR

CAMILLE HINES
200 N Walnut Street
Clarksville, TX 75426
(903) 427-2131

October 21, 2024

RE: Bryan Information Technology, LLC

Dear City of Mt Pleasant,

Red River County would like to extend this letter of recommendation for Bryan Information Technologies, LLC. They have worked with us for over four years and we have never had a complaint. Each employee of Bryan IT is very knowledgeable, helpful and considerate.

Red River County highly recommends Bryan Information Technologies, LLC for all of your IT needs. They have improved Red River County greatly and we hold them in high regards.

Thank you,

A handwritten signature in black ink, appearing to be "Camille Hines", is written over a faint, circular watermark or seal.

Camille Hines
Red River County, Texas
County Auditor, CIO, PO

Contact Us:

Bryan IT Headquarters
601 Airport Road, Suite 130
Sulphur Springs, Texas 75482
Phone: 903.689.3180
Email: info@bryanitcorp.com
Website: www.bryanitcorp.com

MEET THE LEADERS

The Visionaries Behind Bryan IT

At the core of Bryan Information Technology, LLC, is a family-driven ethos that champions innovation, excellence, and a uniquely warm and rapid responsive approach to IT solutions. Welcome to our dynamic team of leaders united by a vision that seamlessly blends technological expertise with genuine, personal engagement. Our leadership, each bringing a distinct skill set and a shared enthusiasm for the tech industry, is committed to swiftly addressing our clients' needs while nurturing a friendly and supportive environment. This ensures that businesses are not merely supported but truly empowered with superior IT solutions tailored with care. **Experience the Bryan IT difference, where rapid response, proactive problem-solving, and a heartfelt commitment to customer service forge an unparalleled experience in the IT industry.**



Shawn Bryan



Seth Bryan



Tiffany Bryan



David Maxfield

Unified Vision: The Collective Force Behind Bryan IT

At the core of Bryan Information Technology, LLC, is a leadership team united by a commitment to technological innovation, operational excellence, and the delivery of unparalleled customer service. Together, this formidable team embodies the spirit of Bryan IT: a place where innovation is constant, solutions are bespoke, and relationships are built on genuine respect and transparency. Under their collective leadership, Bryan IT stands as a beacon of excellence in the IT industry, committed to elevating the technological capabilities of our clients and driving forward with integrity, innovation, and an unwavering focus on customer satisfaction.



Shawn Bryan

Founder, President and CEO

Shawn Bryan, the strategic and visionary leader behind Bryan IT, embarked on his IT journey in 2001, starting in an essential role at an internet company before quickly ascending to a pivotal position at "Net Data Corporation," a key software vendor for county government in northeast Texas. This early experience laid the groundwork for his deep-seated understanding of the specific needs of the public sector and the critical interplay between technology and legislative requirements. In 2008, armed with this invaluable insight and a drive to innovate, Shawn founded Kaybro Technologies, which would evolve into Bryan IT. His leadership has been characterized by a keen strategic vision for partnerships, where mutual benefit is the cornerstone of every collaboration.

Shawn's competitive spirit is matched by his commitment to providing value-driven, bespoke solutions to his clients. Understanding the importance of fiscal prudence in running a business, he expertly tailors technology solutions to fit a client's unique needs without overextending or compromising on quality. His approach to client relations is rooted in openness and transparency, values that have defined Bryan IT's ethos from the start. Shawn believes in building relationships based on mutual respect, hard work, and integrity—principles that guide his interactions with clients and partners alike.

Under Shawn's leadership, Bryan IT has set new standards for excellence and innovation in the IT sector, establishing a reputation among clients for unparalleled service and ingenuity. His commitment to elevating the company's offerings through strategic partnerships, personalized client solutions, and transparent business practices has cemented Bryan IT's reputation as a leader in providing technology solutions that genuinely meet the evolving needs of their clients. Shawn's leadership style is a reflection of his personal values: genuine respect, unwavering integrity, and a commitment to excellence. These principles not only inspire his team but also resonate with every client and partner associated with Bryan IT, creating a legacy of trust and excellence that stands as the foundation of the company.



Seth Bryan

Vice President

Seth Bryan stands as the dynamic force at the heart of Bryan IT, embodying the spirit of innovation that has driven the company from its early days as Kaybro Technologies. From a young age, Seth demonstrated remarkable technical prowess, assembling his first computer by the tender age of 10—a testament to his innate talent and curiosity in the realm of technology. Yet, what truly sets Seth apart is not just his exceptional technical abilities but his equally impressive interpersonal skills. In an industry often stereotyped for its focus on hardware over warmth, Seth breaks the mold with his charismatic and engaging personality, making him not only the backbone of our technical operations but also the welcoming face of Bryan IT.

Shawn Bryan, in recognizing Seth's unparalleled dedication and skill, entrusts him with the company's most critical technical decisions and leadership. This trust underscores Seth's indispensable role in Bryan IT, where his commitment to perfection is evident in every project and interaction. Seth's approach to leadership is not just about maintaining the highest of standards but **innovating, integrating and elevating** them, ensuring that Bryan IT not only meets but exceeds expectations at every turn.

Seth Bryan is more than a technical wizard; he is a visionary leader whose unique blend of technical expertise and personal warmth has been instrumental in defining Bryan IT's success. His dedication to excellence and his ability to inspire those around him have made him an irreplaceable pillar of our company, embodying the very essence of what makes Bryan IT stand out in the tech industry.



Tiffany Bryan

Executive Secretary

Tiffany Bryan's journey with Bryan IT, alongside her husband Shawn, has been marked by a steadfast dedication to fostering an environment where organizational prowess and meticulous attention to detail are not merely operational tools but the means through which every client and partner feels uniquely valued and respected.

Her role transcends traditional administrative duties, embodying the Bryan IT ethos of personal touch, transparency, and efficiency. Tiffany's ability to intertwine professional acumen with genuine warmth transforms standard business interactions into meaningful connections, setting a new benchmark for service excellence within the IT industry. Her commitment ensures that Bryan IT's culture and client relationships are nurtured with the same care, respect, and integrity that define the Bryan family values.

Under Tiffany's watchful eye, Bryan IT's administrative strategies and client engagement processes have evolved to prioritize personalized, client-centric solutions, reflecting her belief in the importance of building lasting relationships grounded in mutual trust and clear communication. This approach has not only solidified Bryan IT's reputation for reliability and bespoke service but has also played a crucial role in the company's continued growth and success. In every facet of her work, Tiffany Bryan represents the heart of Bryan IT, championing a culture where **technology meets humanity**, and where every client and partner is treated as part of the extended Bryan IT family. Her influence is a testament to the power of combining professional excellence with a personal touch, making her an indispensable pillar of Bryan IT's leadership team.



David Maxfield

CTO

David Maxfield brings to his role as Chief Technology Officer (CTO) at Bryan Information Technology, LLC, a wealth of experience and a track record of innovation in the technology sector. His deep expertise spans across crucial domains of software and firmware engineering, making him a pivotal architect of Bryan IT's technological strategy.

David's professional journey is marked by significant achievements, including impactful tenures at CTI 4G Wireline Systems as a Senior Software/Firmware Engineer and L3 Communications as Lead Desktop Technician. These roles underscored his adeptness at navigating the complexities of technology development and system integration, laying the groundwork for his leadership at Bryan IT.

An expert in languages and technologies such as C, C++, Objective-C, JavaScript, Visual Basic, Xojo, Assembly, Node.js, HTML5, PHP, MySQL, and AWS, David's skill set is both vast and deep. This technical proficiency, combined with a suite of professional certifications including A+, Network+, MCP, MCDST, and MOS, equips him to lead the development of innovative platforms across Windows, Linux, and iOS environments.

As CTO, David's vision extends beyond the present, steering Bryan IT towards future horizons of technology innovation. He is committed to harnessing his comprehensive understanding of software development to foster a culture of excellence and innovation. David's leadership not only drives our technology strategy forward but also ensures our solutions are aligned with the evolving needs of our clients. David's role at Bryan IT transcends traditional technology management. He is a mentor and a visionary, inspiring his team to push the boundaries of what's possible. Under his guidance, Bryan IT is poised to continue its trajectory of growth, defining new standards in the IT industry and delivering solutions that not only meet but exceed the expectations of those we serve.





Project View Count










468

Vendor Funnel




 Followers	26
 Downloaders	46
 Applicants	7
 No Bids	0
 Submissions	2

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
5039351101 <i>info@prolificsuccessllc.com</i>		✓			
A & L Quality Consulting, LLC. <i>alisa@anlquality.com</i>	✓	✓			
ACS Consultancy Services  No <i>acsbidmanager@acsincny.com</i>		✓			
Agilify LLC  No Reviews <i>procurement@agilifyus.com</i>	✓	✓	✓		
Aligned Government Services  <i>kburns@alignedgovernmentservices</i>	✓				
Brains Technology Solutions Inc <i>hr@brainsts.com</i>	✓	✓	✓		
Bright Technologies LC <i>michael.folarinde@brighttechnologyt</i>	✓	✓			
Bryan IT <i>shawn.bryan@bryanitcorp.com</i>	✓		✓		✓
BuzzClan LLC  4.6 <i>gov@buzzclan.com</i>	✓	✓			

California Creative Solutions Inc. <i>gov@ccsglobaltech.com</i>		✓		
Communications Advantage, Inc. <i>salesteam@comadvantage.net</i>	✓	✓		
Compu-Vision Consulting Inc. 		✓		
<i>rfp@compuvis.com</i>				
Consultadd Inc <i>jessica.s@consultadd.com</i>	✓	✓		
DevCare Solutions Ltd  No Reviews		✓		
<i>karthika@devcare.com</i>				
E-solutions  No Reviews		✓		
<i>mvp-sales@e-solutionsinc.com</i>				
Encode inc  No Reviews	✓	✓	✓	
<i>ravitheja.gudla@encodeinc.com</i>				
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AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Department: Administration

Subject: Consider Resolution 2024-20 Adopting the 2025 Personnel Policy Manual

Item Summary:

The City's last approved Personnel Policy Manual was adopted by the Council in 2007. There have been changes to state and federal regulations requiring adding and updating the language in the manual in order to comply with these changes. In addition, with the turnover in director positions, City Managers, and Councils over the past 18 years, practices have changed affecting the language of standard policies. This updated Personnel Policy Manual will provide the City's employees with direction and management with the guidance needed to manage their departments and staff. Once approved, employees at all levels will receive a comprehensive orientation to the new Manual.

Financial Impact:

There are no anticipated costs associated with this policy.

Recommendation(s):

Approve Resolution 2024-20 adopting the City's 2025 Personnel Policy Manual.

Attachments:

[Resolution 2024-20 2025 Personnel Policy Manual](#)

[Policy Revisions from 2007 to Current](#)

[MP Personnel Policy Manual - FINAL-12-12-24](#)

RESOLUTION 2024-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, APPROVING AND AUTHORIZING THE ADOPTION OF THE CITY'S UPDATED PERSONNEL POLICY MANUAL.

WHEREAS, the current City Personnel Policy Manual was adopted in 2007, and

WHEREAS, changes in state and federal regulations have changed and been added requiring a complete review and revision of the City Personnel Policy Manual; and

WHEREAS, City management and legal counsel have provided review and contributed to the updated Personnel Policy Manual;

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. The 2025 Personnel Policy Manual applies to all City of Mt. Pleasant full- and part-time, temporary and seasonal employees. All City employees are responsible for complying with terms and conditions of the 2025 Personnel Policy Manual.

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 17th DAY OF DECEMBER 2024.

APPROVED:

TRACY CRAIG, MAYOR

ATTEST:

CANDIAS WEBSTER, CITY SECRETARY

Policy Revisions from 2007 to Current:

The entire policy manual has been revised, updated, reformatted and the document has been reviewed by legal counsel throughout the review process. The language reflects current state and federal regulations, statutes and laws. The manual also addresses in policy form, practices that have been in place but not addressed in the 2007 manual and provides more guidance for employees and supervisors.

Significant Changes:

Removed from the 2007 Manual:

- Chapter 2-Affirmative Action (written in 1980s) – Federal regulations included in the 2025 Manual address current hiring policies and practices.
- Chapters 17 Safety Policies and Procedures and 18 Basic Rules and Regulations – Basic safety policies are addressed in the 2025 Manual in Section 5. However, a detailed Safety Manual and Program using standards recommended by the Texas Municipal League Intergovernmental Risk Pool are in draft to be rolled out early in 2005.
- Chapter 20-Purchasing Policy – This is a separate document being reviewed and updated by the Finance Department.

Additions to 2025 Manual:

Section 3 – Work Hours and Compensation – addresses attendance expectations, pay for being on call or stand-by, longevity pay, education incentive pay and service awards.

Section 4 – Employee Benefits: added the additional benefits offer to employees such as Short-Term Disability, Long-Term Disability, Pre-65 Retiree Insurance Benefits, Mental Health Leave

Section 5 – General Employees Policies: added the Prohibited Technology Policy

Section 6 – Hiring and Separation: better defined difference between “rehire” and “reinstatement” in a re-employment status.

Section 8 – State and Federal Laws Applicable to All Employees: provides one place for the state/federal laws for easy reference.

Appendix – Provides most used forms referenced within the policy manual



Personnel Policy Manual

January 2025

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CITY MANAGER LETTER/INTRODUCTION

Acknowledgment of Receipt

I have received my copy of the City of Mount Pleasant Employee Personnel Policy Manual. I understand and agree that it is my responsibility to read, familiarize myself, and abide by the policies contained in the manual.

I understand and agree that nothing in the Personnel Policy Manual creates, or is intended to create, a promise of or representation of continued employment, and that my employment at the City of Mount Pleasant is employment at-will. Employment may be terminated at the will of either the City of Mount Pleasant or me.

Employee Signature

Date

Section 1: General Provisions

1.1 Authority and Administrative Responsibility

The personnel policies apply to and govern all employees of the City. Members of the City Council are not considered employees and are not covered under these policies and procedures.

1.2 Policy Violations

Any violation of any section of this policy manual may be subject to disciplinary action up to and including termination of employment.

1.3 Departmental Policies and Procedures

In the interest of efficient operations and effective communication, departments may adopt specific written work policies and procedures specific to the operations of their department, after review by the Human Resources Director and approved by the City Manager. Department policies and procedures must comply with City-wide policies and be provided to departmental employees.

1.4 Amendments

The City Manager may change or amend these rules within statutory and charter limitations to the extent necessary to more effectively and efficiently promote the interest of the City.

Section 2: Employment Information and Requirements

City of Mount Pleasant employees are classified according to job classification, exemption status pursuant to the Fair Labor Standards Act (FLSA), the number of regularly scheduled work hours per week, and the duration of the position for which they are employed.

2.1 At Will Employment

Employment with the City is at-will, meaning that employment may be terminated at any time, with or without notice, for any reason or no reason, by either the City or the employee. A written Offer of Employment letter may be provided to the potential employee providing the position title, hourly wage or salary, benefits, supervisor name and title, and proposed start date of employment. No verbal statements or promises made by anyone at the time of hire or thereafter contrary to this policy are binding on the City in any manner.

Reference: TEX. LAB. CODE ANN. §21.051. Texas Labor Code §21.055

2.2 Position Types

Regular Full-time (RFT)

Regular Full-time employees are scheduled to work a full workweek (30 to 40 hours per week) or work period on a regular basis and have successfully completed an introductory period with the City. (Police and Fire personnel are subject to alternative work schedules.)

Regular Part-time (RPT)

Regular Part-time employees are scheduled to work less than a full workweek schedule or work period, but at least nineteen (19) hours per work week, on a regular basis and have successfully completed an introductory period with the City.

Introductory Period Employee

Employees who are newly hired, reemployed, promoted, or laterally transferred will serve a minimum of a six (6) month introductory period. This policy applies to full-time or part-time employees. (Police and Fire – refer to departmental policies).

At the end of this period, the supervisor shall complete a written evaluation documenting the employee's job performance with a recommendation determining continued employment or other action. If there is any concern regarding the employee's performance or behavior, this should be communicated in writing to the employee before the end of the introductory period.

Temporary/Seasonal Employee

Temporary/seasonal employees' annual employment is six (6) months or less and for which the period of employment begins each calendar year in approximately the same time of the year, such as summer or winter, even if they are expected to work thirty (30) or more hours per work week.

2.3 Employee Classification

Non-Exempt Employee

A non-exempt employee occupies a position that is eligible for overtime pay and/or compensatory time under the provisions of the Fair Labor Standards Act.

Exempt Employee

An exempt employee occupies a position that is exempt from overtime pay and/or compensatory time requirements of the Fair Labor Standards Act.

2.4 Nepotism (Employment of Relatives)

No person related within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) to a City Councilmember, the Mayor, the City Manager, or a department director may be appointed to any office, position, or other services of the City. This prohibition shall not apply, however, to any person who shall have been continuously employed by the City for a period of two (2) years prior to the election of the Mayor or Councilman or appointment of the City Manager so related to him.

Relatives of all other employees (or members of the same household) within the second degree of marriage or within the third degree by blood may be employed by the City, as long as there is no direct supervisory relationship. The City Manager shall determine any conflicts of interest or exceptions.

Supervisors are prohibited from having a romantic relationship with subordinates. In the event persons who are already employed in the same department become married or cohabit, continued employment shall not be approved if either spouse or person cohabitating is a supervisor over the other, or if the continued employment of both employees could create operational or management problems in that department. City employees will be required to notify Human Resources in the event they marry or cohabit with a person of the same department. If a transfer to another department is required under City policy, and if no transfer is available, one of the affected employees will be required to resign from employment.

Appendix A: Nepotism Chart

2.5 Promotion or Transfer

Promotions are position changes to a salary grade with a higher maximum salary. Qualified employees may apply for promotion to vacant positions when positions are advertised or posted.

A lateral transfer is the assignment of an employee from one position to another position in the same salary range. Qualified employees may apply for transfers to vacant positions when the positions are advertised or posted.

Employees accepting a promotion or transfer will be considered in an introductory period.

An introductory period employee is not eligible for promotions or lateral transfers during an introductory period. Exceptions may be granted by the City Manager, when such a promotion or lateral transfer is in the best interest of the City. *Reference Section 2.2 for details.*

2.6 Demotion

A demotion is a voluntary or involuntary reduction in an employee's job title, salary classification, and/or pay.

Supervisors and/or department directors may initiate an involuntary demotion of an employee to a lower grade classification due to recurring performance issues or specific position requirements that have not been met. Moving to a lower classification will cause the employee to receive a reduction in pay. A written justification explaining the reason for the involuntary demotion must be approved by the department director and the Human Resources Director.

2.7 Personnel Records

Employment records of all employees are maintained in individual employee folders electronically by the Human Resources Department. The files are City property and will contain documentation regarding aspects of the employee's service. Employees who are interested in inspecting their personnel file should contact the Human Resources Department. As long as there is sufficient notice, employees will not be denied inspection of their personnel file without legal justification.

In order to maintain a current personnel folder on each employee, managers and supervisors shall submit to the Human Resources Department: a notification/copy of all action relating to employees under their supervision (e.g., commendations, reprimands, performance reviews, [Personnel Action Forms \[PAFs\]](#), etc.).

In order to ensure that employee records are maintained with current information, all employees are required to notify the Human Resources Department whenever there is a change in address, telephone number, or name. In addition, employees shall notify the Human Resources Department whenever there are changes in:

1. individual to notify in case of emergency;
2. marital status;
3. contact information (phone number, address, email);
4. number of dependents; or
5. beneficiary designation.

Appendix B: Personnel Action Form

2.8 Outside Secondary Employment

The City may approve outside employment, including self-employment, so long as it does not interfere with the value and performance of an employee's duties with the City and it does not create a conflict of interest or an appearance of a conflict of interest. Employment with the City will be a priority and take precedence over outside employment requirements.

Employees must notify and receive approval from their department director and the City Manager prior to securing outside employment. The department director or City Manager must be informed in writing of the outside employment, including the nature, location, and duties involved, by completing the [Outside Employment Disclosure Form](#). This form must be completed within seven (7) days of hire, or immediately, if outside employment occurs any time after employment.

Outside employment will not be approved if it conflicts with the employee's work hours for the City. The department director or City Manager may withdraw approval for outside employment if disruption to the employee's performance or the City's interest occurs.

The eight (8) hours immediately prior to the beginning of City duty must be free of outside employment unless approved by the immediate department Director and City Manager, to allow employee adequate resting time prior to reporting for their City employment.

An employee will not be covered by the City's workers' compensation insurance while working for another employer or while self-employed. This includes employees who volunteer to work in a similar capacity as their paid job duties with the City of Mount Pleasant, such as a volunteer firefighter, EMT, paramedic, or security officer.

Under no circumstances shall an employee on FMLA leave, sick leave, injury leave, or an unpaid leave of absence, engage in outside or self-employment, as defined in this policy, unless expressly authorized in writing by the department director and the Human Resources Director.

Mount Pleasant Police Department allows sworn personnel to engage in approved secondary employment opportunities within the guidelines/restrictions outlined in the department policy and procedures. Fire Department shift personnel are not restricted from secondary jobs on their days off.

The City Manager and department directors are not permitted to seek or obtain outside employment that would directly interfere with or cause a conflict of interest with their employment with the City.

Appendix C: Outside Employment Disclosure Form

Section 3 - Works Hours and Compensation

3.1 Work Schedules

Due to the nature of business provided by the City, work schedules vary. Regular full-time employees, with the exception of some Firefighters and Police Officers, have a regular work week of thirty (30) to forty (40) hours. Regular part-time employees work less than a full workweek schedule or work period, but at least nineteen (19) hours per work week. Seasonal and temporary employees work a varied schedule for a determined time period. The schedule is determined by department directors based on the position and public service need.

Normal work hours in the various work units shall be set by the supervisor, with the approval of the department director. Consideration shall be given to shift requirements, seasonal conditions, special service needs, and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing work requirements. It is the responsibility of supervisors to prescribe work hours in such cases. Department directors may decide if flexible hours are appropriate for their department.

3.2 Work Week

The workweek normally begins at 12:01 a.m. on Thursday and continues through midnight the following Wednesday, except for Firefighters. Generally, non-exempt City employees will work five (5), eight (8) hour days per week for a total of forty (40) hours per week, except where other arrangements have been specifically authorized by the appropriate department director and/or City Manager. Work hours may vary from department to department. Therefore, each department director shall have the responsibility for assigning work shifts necessary to insure adequate public services. Departments that do not operate during regular business hours shall be determined by the department directors, with the City Manager's approval.

3.3 Work Period (Public Safety shift employees)

Firefighter shift employees are scheduled forty-eight (48) hours on and ninety-six (96) hours off, on a rotation schedule over a twenty-eight (28) day period.

Patrol officers work twelve (12) hour shifts with days on/off rotating over a fourteen (14) day period.

3.4 Attendance and Punctuality

Employees are required to be at their workstations in accordance with the established working hours for their respective departments. Supervisors are responsible for maintaining attendance and tardiness records on their employees. For pay and recordkeeping documentation, non-exempt employees shall document work time to reflect any absences during the work week in which the absences occur. It is the employee's responsibility to confirm their time records and to verify the accuracy of all time recorded.

Employees who expect to be tardy or absent from duty for any reason shall notify their direct supervisor. Employees on extended absences are expected to keep their supervisor informed daily of their status, unless otherwise arranged or as required by law.

An employee who is absent from duty due to illness or injury may be required, at the discretion of the supervisor or Human Resources Department, to present a doctor's statement verifying that the employee was ill or injured.

Scheduling Appointments and Time Off

Employees are expected to schedule appointments and other time off in advance in compliance of the written departmental procedure so that there will be minimal disruption to the work areas. An employee who has failed to notify their supervisor of an absence may be considered for voluntary termination.

Becoming Ill While at Work

Except in emergency situations, employees who become ill, suffer an injury, or who have another reason for leaving during working hours shall request permission from their immediate supervisor before leaving work.

Excessive Tardiness or Absenteeism

Employees are required to be at work at the established starting time. Employees with excessive unscheduled time off or excessive tardiness should be counseled or disciplined by the supervisor. Excessive tardiness or absenteeism is grounds for disciplinary action.

Abuse of Sick Leave

Abuse of sick leave may result in immediate disciplinary action.

No Call/No Show

An employee who fails to show up for scheduled work assignments without notice to their direct supervisor will be considered a "**NoCall/NoShow**." To the extent the employee fails to notify their direct supervisor of an absence for two (2) consecutive workdays, the employee will be considered to have voluntarily resigned without notice as of the close of the second day.

3.5 Breaks and Meals

The time that the City requires or permits non-exempt employees to be on duty is considered hours worked. Only actual hours worked will be considered for the purpose of determining overtime for non-exempt employees. All paid leave, including, but not limited to, compensatory time, vacation, sick time, jury duty and bereavement leave will not be considered hours worked.

Supervisors shall determine meal breaks; a thirty (30) minute or one (1) hour unpaid meal break shall be provided to all employees. However, work schedules and other job-related functions may necessitate variations in the scheduling and the duration of the meal break. Full-time employees are expected to take a meal break every workday. Meal periods must be at least thirty (30) minutes in duration, the employee must be completely relieved of all duties, and the employee must be free to leave their duty post.

Paid breaks may be granted as time permits and should be limited to 15 minutes, once in the first half of the work shift and once in the second half. Employees shall not combine two breaks into one, nor are they allowed to combine a work break with a meal break. Additionally, paid breaks

shall not be eliminated to permit employees to start late or leave early on a regular basis. Police and Fire personnel should refer to their department policies.

3.6 Inclement Weather and Emergency Closing

The City Manager may determine that the City should close due to emergency or severe weather conditions. An emergency closing will be considered when the health, safety, and welfare of the public or City employees may be at risk or conditions do not allow the conduct of normal City operations. Under some circumstances, the City may remain open but with limited emergency support staff only.

Emergency support staff include:

1. All uniformed Police and Fire personnel;
2. Designated Public Works employees; and
3. Any other employee notified on an ad hoc basis that due to the nature of the emergency, condition, or circumstances, they are expected to report to work or remain at work.

Emergency support staff shall be paid for actual hours worked at one and a half (1.5) times the rate of pay for non-exempt employees when the City Manager determines that the City should close.

Personnel who are unable to report to work when directed or when normal City operations commence, may use vacation, compensatory or unpaid leave for those hours absent.

3.7 Overtime and Compensatory Time

Overtime pay will be calculated at one and a half times the employee's regular rate of pay.

Non-exempt Employees

It is the City's policy to compensate non-exempt employees for overtime in the form of payment, at the discretion of the department director. Non-exempt employees are compensated at one (1) and one-half (1.5) times their regular hourly rate for all hours worked, in excess of forty (40) hours during any one workweek.

Only hours actually worked in excess of forty (40) hours during any one week are eligible for overtime pay. All paid leave, including, but not limited to, vacation, sick time, jury duty and bereavement leave will not be considered hours worked. The need to work overtime must be authorized and approved in advance by the supervisor.

Exempt Employees

Exempt employees are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of time necessary to complete the assigned functions and is not based upon a set number of hours per work week. Time worked in excess of forty (40) hours per work week is not eligible for compensation during the course of employment or upon termination. Exempt employees do not track work hours.

Exempt employees will receive overtime when deployed as part of a State response such as the [All Hazard Incident Management Team \(AHIMIT\)](#) or [Texas Intrastate Fire Mutual Aid System \(TIFMAS\)](#) for which the State will reimburse the City.

Portal-to-Portal Pay – Personnel will be paid portal-to-portal pay anytime they are deployed as part of a State response such as AHMIT, TIFMAS, etc. for which the State will reimburse the City.

Fire Shift Employees

The work period for which the City calculates overtime hours for Fire Department shift firefighters will be not less than seven and not more than twenty-eight consecutive days. Eligible employees will receive overtime pay for any hours worked in excess of 212 hours in the twenty-eight (28) day period.

Police Shift Employees

The work period for which the City calculates overtime hours for the Police Department shift officers is after working eighty (80) hours during a fourteen (14) day time period. Police Officers have the option of selecting overtime pay or compensatory time and may accrue up to forty (40) hours (maximum) of compensatory time.

Compensatory Time

Compensatory time is unavailable to all employees with the exception of Police Officers. Police Officers may accrue up to forty (40) hours of compensatory time. Compensatory time leave will be given within a reasonable amount of time, depending on staffing levels, so long as it is approved by the supervisor in advance. Accrued balances or compensatory time at the termination of employment must be paid to the employee.

Police Officers shall be compensated for such overtime by receiving compensatory time at a rate of one and one-half (1 ½) the number of overtime hours worked. If an employee is promoted to an exempt position, then accrued compensatory time will be paid out at the rate of pay for the position held before the promotion.

3.8 Pay Structure

The City's classified pay plan structure is based on a combination of the relative rankings of each job and the compensation survey/labor market analyses. Pay is grouped into common pay ranges for jobs that have similar evaluation points.

3.9 Salary

Employees under the adopted pay plan structure enter the system at the minimum salary (or base pay). Employees may be hired at a salary level higher than the minimum salary only with the prior approval of the City Manager.

3.10 Paydays and Direct Deposit

City of Mount Pleasant employees do not receive physical paychecks. New employees must sign up for direct deposit. Pay is deposited twenty-six (26) times a year, on a bi-weekly basis, every other Friday. Any questions or mistakes regarding paychecks must immediately be brought to the attention of the supervisor or Human Resources Director in writing.

3.11 Performance Evaluations

The job performance of each employee shall be reviewed and evaluated by the employee's supervisor. The purpose of the review and evaluation is to help employees and supervisors

determine whether employees are performing at a satisfactory level, to identify areas of achievement and needed improvement, to establish performance objectives, and to provide management a decision-making tool regarding employee training needs and work assignments.

Performance reviews are to be conducted annually. Performance reviews must be provided to the Human Resources Department upon their completion. Employees who do not meet a satisfactory job review (below proficiency rating) will be reevaluated quarterly until job performance is found to be satisfactory. Employees not receiving a satisfactory evaluation should be placed on a written performance improvement plan. Evaluations will also be conducted on new employees, or newly promoted employees, before the end of an introductory period.

3.12 Step Up Pay

Step Up Pay is to compensate an employee for assuming, on a temporary basis, the duties of a higher-level supervisory position when that position requires the necessity of immediate decision making that cannot be deferred to another supervisor. Examples of temporary basis are, but not all inclusive of, extended FMLA leave, vacancies, extended vacation, injury leave, and military leave.

1. First level supervisor positional (i.e., manager, supervisor, foreman) coverage must be fulfilled for a minimum of fourteen (14) workdays. Compensation adjustments will be retroactive to the start date of the temporary job assignment. A department director may elect to grant additional compensation, not to exceed five percent (5%) of the current hourly pay rate, to an employee for work performed on a temporary basis in an acting capacity.
2. Second tier and higher supervisory level positional coverage must be fulfilled for fourteen (14) workdays. Compensation adjustments will be retroactive to the start date of the temporary job assignment. The City Manager at his discretion, based on responsibilities, will approve second tier compensation.
3. Step Up Pay may only be approved for official supervisory ranks and the employee must significantly fulfill the role of that rank.

3.13 On Call and Stand-By Pay

On Call Pay - Public Works, Utilities, and Parks Department

After regularly scheduled working hours, on-call employees in Public Works, Utilities, and Parks Departments are free to pursue personal activities, but must respond to a public service call back within one hour. Employees designated as on-call must be fit, both mentally and physically, to provide on-call services needed within the period required. Employees who are on-call must comply with the Substance Abuse and Testing policy. An employee is considered officially scheduled and designated as on-call only when approved by the supervisor in accordance with procedures established by the department and only for a specific period of time. Employees who are on-call are required to carry a cell phone at all times. A weekly stipend of one-hundred dollars (\$100) per week will be provided to an on-call employee. When the on-call person is physically called back to work after their shift has ended, they will be paid for four hours, or the actual time worked, whichever is greater. Should the on-call person reach their regular forty (40) hours per

week, any additional hours within the pay week will be paid 1.5 times their normal hourly rate per hour. (Police and Fire shift personnel should refer to their department policies.)

Stand By Pay

Non-exempt employees that respond to a call will be compensated as follows. When non-exempt employees are physically called back to work after their shift has ended, they will be paid for four working hours or the actual time worked, whichever is greater. Compensation will be calculated from portal to portal (i.e., home to work; work to home).

3.14 Incentive Pay

Full-time employees may be eligible to receive additional compensation for obtaining certifications, licenses, and education credentials for those designated by the department director as beneficial to their current position. Departments may not include certifications, licenses, or other educational programs for any employee if said certification, license, or educational degree program is a requirement of the position held by that employee. Incentive pay amounts are subject to annual budget considerations and are approved with the annual budget. Incentive pay may be changed or eliminated at any time. The City Manager and department directors are not eligible for incentive or education pay.

Employees who use bilingual skills (Spanish) in the course of performing their job duties may be eligible for additional compensation. The Incentive will be paid to employees whose position, as approved by the department director and Human Resources, requires a demonstrated knowledge and ability to communicate in Spanish where a specific need has been consistently identified. Although the Incentive is approved based on the employee's assigned job duties for their department, they must also be available to interpret or translate for other departments when needed, including at public or after-hour events. In such instances, the assistance to other departments cannot interfere with the employee's performance of their duties for their department and a non-exempt employee may be entitled to overtime if it causes work outside of assigned hours. Human Resources will coordinate or implement an employee's bilingual test prior to approval.

An eligible employee shall only be paid for the highest level of certification held; not cumulative. Employees will be eligible to receive incentive pay for up to three certifications and the City will cover the cost of three certification exams.

It is the responsibility of the employee to notify his or her department of the current certification level and submit a copy of the certificate by the certifying agency. The department director will need to complete a [Personnel Action Form](#) and send it to the Human Resources Department. Details are outlined in the [Incentive Pay Guidelines](#).

Appendix D: Incentive Pay Guidelines

3.15 Longevity Pay

All regular full-time employees are eligible to begin receiving longevity pay when they have completed one (1) full year of employment. The Council will approve the accrual rate above the four dollars (\$4) per year mandated by the state statute each fiscal year, upon approving the budget. The accrual rate will be applied per month for each full month of uninterrupted service,

not to exceed twenty-five (25) years. Payment will be paid in a lump sum during the month of November of each year. Applicable taxes and withholdings will apply. (*Reference: Texas Local Government Code; Title 5, Chapter 141; 141.032*)

3.16 Service Award Pay

All regular full-time employees will receive a monetary service award for each five (5) years of service with the City, not to exceed twenty-five (25) years. These employees are recognized at the City's Annual Christmas Party. These awards are paid to employees after they reach each five (5) year tenure mark and provided to employees by direct deposit. The pay will be grossed up to account for the necessary taxes and TMRS deduction. These awards are not considered to be entitlements and funding for the awards are approved with the annual budget.

3.17 Holiday Gift Pay

All regular full-time and part-time employees will receive a net amount of \$100.00, which will be grossed up to account for necessary taxes and TMRS deduction and will be direct deposited into the employee's bank account.

3.18 Cell Phone Allowance

An employee may be given a cell phone allowance if the employee's position requires a considerable amount of time out of the office and it is important to the City that the employee can be accessible or the employee position requires that the employee be accessible outside of business hours.

The employee must complete a [Cell Phone Allowance Authorization](#) form through the Human Resources Department and provide the wireless phone number to the City. The employee is responsible for the needed wireless equipment and the related cell plan service. The service must remain active while receiving the allowance. The allowance is not an entitlement and can be changed or withdrawn at any time.

Appendix E: Cell Phone Allowance Authorization Form

Section 4 - Employee Benefits

4.1 Sick Leave

Regular full-time employees are eligible to earn sick leave. New employees are eligible to take sick leave after they have completed their first thirty (30) days of employment. Sick leave may be granted for the following purposes:

1. Employee's personal injury or illness.
2. Necessary personal appointments for medical, dental, or vision examinations or treatment.
3. Exposure to a contagious disease which would jeopardize the health of others.
4. Illness or injury of an immediate family member requiring the care of the employee or for the medical appointments for immediate family members. Immediate family members are defined as the employee's spouse, child, sibling, or parent as defined by the Family and Medical Leave Act (FMLA) and/or as any family member residing in the employee's primary residence. If an employee needs to care for a family member for a serious health condition, the employee shall request leave under the FMLA.

Appendix F: FML Request Form

Sick Leave Accrual

Employees will be eligible for sick leave benefits either as time off with pay or as terminal pay in cases of separation from City employment (refer to section 6.4 for Separation Pay). Sick leave benefits will accrue biweekly with the date of employment. Each regular full-time employee will accrue sick leave as follows:

Employee Classification	Number of Days/Shifts	Hours Per Year
Regular Full-Time	12 days	96 hours
Fire 24-hour Shift	6 shifts	144 hours

In the event that an employee does not have any accrued sick leave, accrued vacation leave may be approved.

Sick Leave Carryover

The maximum number of hours that may be accumulated and carried over to the following calendar year by regular full-time employees is 720 hours or ninety (90) days. For Fire 48-hour shift employees, a maximum of 22.5 shifts of unused sick leave may be carried over to the next calendar year. Employees may not carry over more than the maximum hours allowable for their tenure except by permission of the City Manager. Employees requesting to carry over more than the maximum hours allowable must submit their request to the Human Resources Department in writing with a copy of the request to their supervisor and department director.

Employees being transferred, promoted, or demoted shall retain accrued sick leave. Sick leave is not transferable between employees.

Requesting Sick Leave

To receive compensation while absent on sick leave, employees shall notify their immediate supervisor prior to the start of their shift unless an emergency situation precludes such notice. The Human Resources Department will maintain official leave records.

Employees who become ill or have a personal injury during the period of their vacation may request, in writing, that their vacation temporarily be terminated and their time charged to sick leave. Verification by a healthcare provider of the illness or injury must be submitted along with the written request.

Verification

Employees may be required to submit a signed statement from a physician to verify their need to use sick leave and/or to release the employee to return to work. Employees who misrepresent their need to use sick leave or misuse or abuse the benefit will be subject to appropriate disciplinary action. An employee returning from a sick leave absence for his/her own illness/injury in excess of three (3) consecutive workdays can be required to submit a return-to-work release from the employee's doctor indicating release to full duty.

A department director may request, with the support of the Human Resources Department, satisfactory proof of illness/injury and/or a return-to-work release if the employee is on a performance improvement plan, or has an excessive number of unscheduled absences, or if the supervisor or director suspects fraud or misuse of sick leave.

Holidays within Sick Leave

If a holiday falls during an employee's absence due to illness or personal injury, the time will be considered holiday leave and the employee will not be charged for a sick day.

Extended Leave of Absence

If an employee's absence exceeds five working days or an employee who works a forty-eight (48) hour shift is off three consecutive shifts, supervisors should report the absence to the Human Resources Department as the leave benefit may fall under the Family Medical Leave Act (FMLA) and/or if the employee will need a medical release to return to work.

4.2 Vacation Leave

Regular full-time employees are eligible to earn vacation leave. New employees are eligible to take vacation leave after they have completed their first thirty (30) days of employment.

Vacation Leave Accrual

Employees will be eligible for vacation leave benefits either as time off with pay or as separation pay in cases of separation from City employment (refer to section 6.4 for separation pay). Vacation leave benefits will accrue biweekly with the date of employment. Each regular full-time employee will accrue vacation leave as follows:

Years of Continuous Service	Number of Days	Hours Per Year
1 through 2 years	10 days	80 hours
3 through 10 years	15 days	120 hours
11 years and above	20 days	160 hours

Each full-time firefighter will accrue vacation as follows*:

Years of Continuous Service	Number of Shifts	Hours Per Year
1 through 2 years	12 shifts	288 hours
3 through 10 years	14.5 shifts	348 hours
11 years and above	17 shifts	408 hours

**Holidays established in this section are included in vacation for firefighters that work forty-eight (48) hour shifts*

Vacation Leave Carryover

The maximum number of hours that may be accumulated and carried over to the following calendar year by regular full-time employees with less than ten (10) years of service is 240 hours (360 hours for shift firefighters). For regular full-time employees with more than ten (10) years of service, a maximum of 320 hours (480 hours for shift firefighters) of unused vacation may be carried over to the next calendar year. Employees may not carry over more than the maximum hours allowable for their tenure except by permission of the City Manager. Employees requesting to carry over more than the maximum hours allowable must submit their request to the Human Resources Department in writing with a copy of the request to their supervisor and department director, for the City Manager's final approval.

Employees being transferred, promoted, or demoted shall retain accrued vacation leave. Vacation leave is not transferable between employees.

Requesting Vacation Leave

All employees are encouraged to take annual leave. All leave requests must be approved in advance by the department director, or their designee, by completing a [Time Off Request Form](#).

Official holidays occurring during a vacation period shall not count as part of the vacation leave for that employee.

Should an employee become ill or injured during their scheduled vacation period, the employee may request to have the vacation time remaining on their vacation changed to sick leave. The employee must submit a doctor's or health care provider's verification of the illness or injury to their department director and to Human Resources for review and approval.

[Appendix G: Time Off Request Form](#)

4.3 Holidays

The City of Mount Pleasant observes the following holidays for regular full-time employees:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day (July 4th)
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day & Friday after Thanksgiving
- Christmas Eve & Christmas Day

Holidays falling on a weekend will be taken on the closest regular workday: *Friday if on Saturday and Monday if on Sunday*. Holidays are not considered as time worked when considering overtime calculations for employees who do NOT work the holiday. Holidays not worked will be paid at regular time.

Holidays established in this section are included in vacation for firefighters that work forty-eight (48) hour shifts in Section 4.2.

Regular non-exempt full-time employees shall receive holiday pay equivalent to a standard eight (8) hour or maximum of twelve (12) hour workday. Regular non-exempt employees required to work on holidays will be paid a holiday premium pay at one and a half (1.5) times base pay for the hours worked up to a maximum of twelve (12) hours in addition to being paid for the holiday. Non-administrative Police Department employees required to work a holiday will receive the same holiday pay compensation for working the actual holiday, not the City designated holiday.

Holidays falling during an employee's scheduled vacation are considered holiday leave and the employee is not charged vacation time for that day.

An employee who is on Family Medical Leave, Workers' Compensation, or Military Leave will be paid for the holiday only if the employee would otherwise have been eligible for holiday pay.

4.4 Religious Holidays

Employees requesting time off with notice to observe religious holidays not officially observed by the City will be allowed to do so using by scheduling vacation time, compensatory time, or leave without pay.

4.5 Bereavement Leave

Bereavement leave with pay may be granted by a department director to an employee, who has completed one (1) year of service, for absence from duty because of the death in the employee's immediate or extended family (husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-

law, son-in-law, grandparent-in-law, grandchild, aunt, uncle, niece, nephew). Employees may be requested to provide a copy of the obituary or pamphlet provided at the services.

No more than forty-eight (48) hours may be used for bereavement leave within a calendar year. If an employee's forty-eight (48) hours have been utilized, the employee must use accrued vacation time, compensatory time, or leave without pay. Bereavement leave with pay for Fire Department personnel assigned to work a forty-eight (48) hour shift may be granted for a period not exceeding seventy-two (72) hours for absence from duty.

An employee's sick leave may be used for a second death, within the same calendar year, of an immediate or extended family as herein defined, up to an additional forty (40) hours.

4.6 Military Leave

A full-time (40 hour per week) employee who is called to active duty or authorized training is entitled to a leave of absence of fifteen (15) workdays in a federal fiscal year (October 1 – September 30) without loss of pay or benefits. The fifteen (15) days do not have to be consecutive. If a holiday occurs while an employee is on military leave, the employee receives holiday pay and the holiday pay is not counted against the fifteen (15) workdays. Unused leave carries over to the next federal fiscal year, but the total amount must not exceed forty-five (45) workdays.

After exhausting the fifteen (15) workdays, the employee may use applicable accrued paid leave or be placed on a leave without pay status, in which the City would follow appropriate state and federal laws.

4.7 Quarantine Leave

All eligible employees (full-time firefighters and police officers) required by the City to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty will be entitled to Paid Quarantine Leave. The quarantine or isolation under this policy must be ordered by the department director, City Manager, or the City's Health Authority.

Continuation of Compensation and Benefits

The City will not reduce the employee's compensation, sick leave balance, vacation leave balance, or any other paid leave balance in connection with paid quarantine leave taken in accordance with this policy. The employee's leave accrual, retirement benefits, and health benefits shall continue through the duration of paid quarantine leave.

Request for Reimbursement

First responders shall be entitled to reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs. First responders seeking reimbursement for these costs shall provide documentation supporting any request for reimbursement.

Return from Paid Quarantine Leave

Following use of paid quarantine leave, the City may require the employee to submit a release to return-to-work from the employee's physician, depending on current regulations of the City's Health Authority.

Reference: Texas Local Government Code 180.009

4.8 Administrative Leave

Employees may be granted or placed on an administrative leave of absence with, or without, pay for justifiable reasons. All administrative leave requests must have the approval of the employee's department director, the Human Resources Director, and the City Manager.

4.9 Jury and Court Services Leave

Any full-time employee who is summoned to serve on a jury or appear as a witness on behalf of the City shall be permitted to be absent from work with pay for the time actually required by such duty or appearance.

Regular full-time and regular part-time employees who are summoned for jury duty must provide their supervisor with a copy of the jury duty summons and keep the supervisor informed of the jury duty status.

Employees serving on jury duty continue to receive their salaries. Any money paid to employees for jury duty may be retained by the employees. It is expected that employees will work their normal working hours during any time that they are not required to serve as jurors. Time off for jury duty is not included in hours worked for the purpose of computing overtime unless the jury duty was due to a summons to appear as a witness on behalf of the City.

This provision does not apply to court appearances in a personal matter of the individual (divorce, liability suit, etc.) either as a defendant, plaintiff, or witness. A summons or subpoena to appear as a witness in a criminal matter, or like circumstance, in which the employee is not party to the litigation, may also be considered to fall under these provisions.

Police Department employees will refer to MPPD policy for additional guidelines regarding court appearances and compensation.

4.10 Voting Leave

As required by law, the City is required to provide all employees with paid time off to vote if the employee does not have time outside their scheduled work hours in which to vote while polls are open. Employees shall be granted sufficient absence with pay, when necessary, to vote in an official election.

4.11 Employee Benefit Plans

Eligible employees may participate in group health insurance and any employee welfare benefit plan(s). The specific terms and conditions are subject to change with or without prior notice.

Medical and Dental Insurance

All regular full-time employees are covered by medical and dental insurance upon completion of thirty (30) days of employment. Insurance coverage begins on the first of the month following completion of thirty (30) days. This insurance provides for payment of hospitalization, major medical expenses, and dental expenses up to limits of policy for illness and accidental injuries off the job. The employee costs for participation in benefits coverage programs are paid through payroll deductions from employees' wages. Detailed benefits information is provided to employees as they become eligible for benefits, and

the Human Resources Department can provide additional information. Coverage for other family members is available by payroll deductions.

Life Insurance

The City provides group life insurance coverage for all regular full-time employees after being employed for thirty (30) days. Insurance coverage begins on the first of the month following completion of thirty (30) days; the cost of providing this insurance to employees is paid by the City. Additional coverage is available to the employee at their costs. Benefits coverage programs are paid through payroll deductions from employees' wages. Detailed benefits information is provided to employees as they become eligible for benefits, and the Human Resources Department can provide additional information.

Short-Term Disability

A voluntary short-term disability (STD) benefit is offered on a post-tax basis and paid by the employee. Employees who are unable to perform the duties of their own job due to an accident or illness, may be approved for STD benefits based on their medical condition, their physician's directive, and approved by insurance company.

Long-Term Disability

The employee costs for participation in benefits coverage programs are paid by the City. Detailed benefits information is provided to employees as they become eligible for long-term disability benefits, and the Human Resources Department can provide additional information.

Voluntary Insurance

Other programs available through payroll deduction include supplemental life, deferred compensation, short-term disability, and vision. The City does not sponsor, endorse, or contribute to these plans.

Social Security and Medicare

All employees of the City are covered under the [Federal Insurance Contributions Act \(FICA\)](#) and in accordance with federal law.

Retirement Plan

The City offers a retirement plan through the [Texas Municipal Retirement System](#). Participation in this system is required for all regular full-time employees and part-time employees who work a minimum of 1,000 hours per year. Enrollment into this system shall be administered by Human Resources at the time of hire.

The City's TMRS plan requires a contribution (made by means of bi-weekly payroll deductions) equal to seven percent of the salary of each full-time City employee. The City matches employee contributions on a 2:1 ratio.

Retirement benefits are computed on an actuarial basis and vary with age, length of service, amount of salary or wages and type of annuity selected by the retiring employee. The plan provides for retirement on the following basis:

1. Completion of twenty (20) years of service, regardless of age; or upon attaining age sixty (60) and provided the employee is vested.
2. Vesting is defined as retirement rights after the completion of five (5) years of service.
3. There are provisions for a disability retirement under TMRS with no minimum length of service or age required, and the cause of the disability can either be duty related or non-duty related.

For detailed information about TMRS benefits, including benefit estimates, may be obtained at www.tmr.com or by calling TMRS at (800) 924-8677.

Pre-65 Retiree Insurance Benefits

Any employee who meets the following criteria is eligible for Pre-65 Retiree Insurance and may remain on the City's group health insurance plan until they are eligible for Medicare at the age of sixty-five (65):

1. Employed with the City for twenty (20) continuous or cumulative years, and
2. Age sixty (60), but has not yet reached the age of sixty-five (65), and
3. Covered under the City's health care plan (medical, dental and/or vision) at the time of their retirement, and
4. Eligible to retire under the provisions of the Texas Municipal Retirement System (TMRS), and
5. Initiates their retirement with TMRS upon their termination of employment with the City.

The City and the employee will continue to pay their portion of the Employee Only Premium. Coverage will terminate at the time the retiring employee becomes Medicare eligible or if the retiring employee engages in alternate employment with eligibility for healthcare coverage.

If the retiring employee wishes to continue to cover their dependents they have enrolled in the plan at the time of retirement, the employee will pay the full premium for dependent coverage. Dependent coverage will end at the time the retiring employee reaches the age of sixty-five (65) or the retiring employee becomes eligible under another employer's healthcare plan.

Employees who retire with the City but engage in employment elsewhere and are eligible for healthcare benefits with that employer are not eligible to participate in the City's Pre-65 Retiree Insurance program.

4.12 Workers' Compensation

All regular, temporary, seasonal, or part-time city employees who are injured in the course and scope of their employment while on duty with the City are afforded the protections guaranteed by the workers' compensation laws of the State of Texas.

The City will investigate all work-related accidents or incidents that result in or could potentially have resulted in injury, illness, or property damage. Human Resources is responsible for administering the City's Worker's Compensation program.

Reporting and Injury

Employees who are injured on the job should immediately notify their supervisor or department director. The supervisor or department director will notify the Human Resources Department as soon as possible, but not later than the next business day. An Accident/Injury/Incident Investigation Report should be completed not later than the next business day after the injury. If the employee is unable to complete the Report due to the injury or fails to complete the report, the supervisor must complete it on the employee's behalf. The completed Report must be forwarded to the Human Resources Department immediately in order that the workers' compensation insurance provider is notified.

All injuries that occur on the job must be reported, no matter how minor. If the employee sustains an acute injury or death, the department director and the Human Resources Director must be contacted immediately, or as soon as practicable, after emergency personnel are called to the scene.

Failure to Report Illness/Injury

Failure to timely submit a report may result in the claim being denied and/or salary continuation benefits being denied. Any injury reported thirty (30) or more days after the date of the incident will be denied by the insurance carrier unless extreme circumstances can be proven. Failure to properly report an injury within thirty (30) days may also relieve the City and the City's insurance carrier of liability.

After Regular Business Hours

An employee that is injured outside of regular business hours should go to the nearest facility that accepts workers' compensation. Contact should be made with the department director and Human Resources Director immediately if an employee is seriously injured.

Workers' Compensation Temporary Income Benefits

Eligibility for workers' compensation temporary income benefits (TIBs) payments does not begin until the eighth (8th) calendar day of absence due to on-the-job injury. The first seven (7) calendar days will be paid as regular wages from the employee's sick leave bank, or if the employee does not have a sick bank balance, then time may come from their vacation leave bank. If the employee does not have any accrued sick or vacation, then the first seven (7) calendar days will be unpaid leave. If the absence lasts for eight (8) calendar days or more, the employee is compensated through TMLIRP.

Once an employee is off work eight (8) calendar days, including partial days, weekends and holidays, the employee becomes eligible for temporary income benefits as required by the TWCA. TIBs are approximately 70% of an employee's pre-injury average wage during the previous thirteen (13) weeks. This includes any overtime and/or other specialty pay the employee received during this thirteen (13) week period.

If the employee suffers an illness or injury such that it is immediately evident, they will not be able to return to work for an extended period of time (eight (8) days or more), then the City's insurance carrier will be notified and TIBs may be immediately available.

TIBs end when:

- A health care provider determines that no further healing or recovery from the employee's injury can be expected (maximum medical improvement),
- The employee is able to earn the average income, as reported by the City, the employee received prior to the injury/illness each week (average weekly wage), or
- The employee reaches the end of the above stated TIBs benefits period, which is 104 weeks after the employee's eighth day of work-related disability.

Salary Continuation Income Benefits

For an employee to receive salary continuation income benefits:

1. The employee must seek care through a TMLIRP approved provider (PSWCA) as described above, and
2. The injury must not have been caused by the employee's failure to comply with the City's Safety policies or was otherwise negligent in the care of the performance of their duties.

If the employee is eligible for salary continuation, the employee will receive their full regular pay from the City, and report to TMLIRP that TIBs payments are satisfied in this manner. This salary continuation pay will continue up to 180 days or until the employee is released to a modified/light duty status or to back to full duty. Vacation and sick leave will continue to accrue, insurance premiums will continue to be deducted, and TMRS contributions will still be made.

If the employee is not able to return to regular duty or is unable to work temporary modified/light duty after the 180 days, then the salary continuation benefits may be discontinued. In that event, the employee will continue to receive the TIBs from TMLIRP. However, benefit accruals, deductions, and payments for insurance may be disrupted. Any extension of the salary continuation income benefits must be approved by the City Manager and will consider the improvement of the employee's injury and the expected return to full duty.

Forfeiture of TIBs and Salary Continuation Income Benefits

An injured employee shall forfeit all rights to TIBs, salary continuation income benefits, and may be subject to disciplinary action under any of the following circumstances:

1. Engages in any other work for pay while receiving TIBs.
2. Refuses to submit TIBs check.
3. Engages in activities not authorized by the attending physician or fails / refuses to comply with the attending physicians' instructions or advice regarding the injured condition.
4. Fails to report any income (other than workers' compensation benefits they may be receiving) to the insurance carrier.
5. Fails to act in a manner conducive to recovery after illness or injury.
6. Refuses to perform work authorized by the attending physician.
7. Repeatedly fails to keep medical appointments.

8. Refuses to accept or perform a different job which is within the employee's physical capacity to perform, as specified by the attending physician; or
9. Falsifies any part of the report of injury claim.

Family Medical Leave and Workers' Compensation

Family Medical Leave (FMLA) and workers' compensation leave will run concurrently, provided that the employee is eligible for FMLA, the reason for the absence is due to a qualifying serious illness or injury, and the City properly notifies the employee in writing that the leave will be counted as FMLA leave. See Section 8 for details.

Return to Work

All employees must return to work after approval of either the employees' attending physician or an independent physician paid by the City. Failure to return to work when directed will be deemed a voluntary resignation by the employee, unless otherwise provided by law or by these policies.

At the time of final release or settlement of a workers' compensation claim, the City will review with the medical provider and evaluate the employee's physical condition to determine whether he or she can perform the essential functions of the job previously held.

Duration of Leave

The maximum duration of injury leave for employees is six (6) months (180 calendar days) unless an extension is expressly authorized by the City Manager. Extensions by the City Manager may be authorized in no more than three-month intervals.

Once the employee has been given a complete doctor's release, the employee may be reinstated in their former position, if it is still available. However, if the position has been filled, the employee may apply for an open position as long as the employee meets the position's minimum requirements.

Paid Line of Duty Injury and Illness Leave for First Responders

In addition to the City's current Workers' Compensation policy, public safety employees will have the following additional benefits as part of the policy in accordance with [Chapter 177A of Texas Local Government Code](#) and [Section 8.12](#) of this policy.

1. A firefighter or police officer with an illness or injury related to the employee's line of duty is eligible for paid leave. The leave is with full pay for a period commensurate with the nature of the line of duty illness or injury. If necessary, the City shall continue the leave for at least one year.
2. If able, firefighters, police officers, or emergency medical services personnel may return to light duty while recovering from a temporary disability. If medically necessary, the light duty assignment may continue for at least one year from the injury.

After recovery, public safety personnel can be reinstated at the same rank and with the same seniority, provided they can perform the essential functions of the position with or without reasonable accommodation.

References/Citations

<https://www.tdi.texas.gov/wc/act/documents/act86.pdf>

4.13 Temporary Modified Duty

A regular or part-time employee with an illness, injury, or medical condition that prevents the employee from performing the full duties of their job classification may be eligible for temporary modified duty. Temporary modified duty assignments are not guaranteed. The department director in consultation with the Human Resources Department will verify whether there is a modified duty assignment available within the employee's restrictions.

A modified duty assignment shall not be permanently created to accommodate an ill or injured employee. However, when special needs exist requiring staff time, such temporary or modified duty assignments may be considered for the ill or injured employee.

Duration of Modified Duty Assignment

All modified duty positions are temporary in nature, subject to the availability of productive work assignments, and shall not exceed twelve (12) weeks in length from the date of initial assignment. Exceptions for public safety personnel can be made in accordance with the State of Texas laws see section 4.12.

An employee may request in writing an additional twelve (12) weeks of modified/light duty when the employee's medical provider indicates the employee's illness, injury, or medical condition requires additional recovery time. The City Manager may approve twelve (12) weeks of additional restricted duty when there is a documented medical need and meaningful restricted duty work available for the employee to perform. An employee is not eligible for more than twenty-four (24) weeks of restricted duty in any twelve (12) month period.

Conditions of Modified Duty

An employee working in a modified duty assignment is subject to all city policies and regulations and is subject to corrective action by the employee's supervisor. Those on temporary or modified duty may have their duty shift hours adjusted to normal business hours at the discretion of the department director.

The employee must present to the Human Resources Department and the employee's supervisor monthly progress reports, or after each doctor's visit, whichever is more frequent with the expected date to return to work full duty.

Termination of Restricted Duty

The City may terminate or amend an employee's modified duty work assignment at any time and for any reason.

4.14 Mental Health Leave

A police officer, telecommunicator, or fire-fighter employed with the City of Mount Pleasant may take mental health leave if the officer, telecommunicator, or firefighter has been directly involved in the response or investigation of a traumatic event, as defined by the [Texas Government Code 614, Subchapter A-1 Mental Health Leave](#).

A police officer, telecommunicator, or fire-fighter may request up to forty-eight (48) hours of paid leave, per traumatic event, under this policy following a traumatic event. During mental health leave, the police officer, telecommunicator, or fire-fighter will not face a reduction in salary or other compensation and benefits, including leave accrual. Paid mental health leave requests will be approved at the discretion of the department director in consultation with the Human Resources Department.

Return from Mental Health Leave

Following use of mental health leave, a police officer, telecommunicator, or fire-fighter shall return promptly to duty on their next scheduled shift. Employees seeking mental health leave in addition to the department approved forty-eight (48) hours must submit documentation supporting the request to the Human Resources Department. If more than forty-eight (48) hours of Mental Health Leave is needed, documentation from the treating mental health provider or counselor must be submitted to the Human Resources Department. Prior to returning to work, the appropriate return-to-work documentation from the mental health provider must be submitted to the department director and Human Resources. Additionally, the City may require a psychological examination by a mental health professional of the City's choosing, to determine fitness for duty and as otherwise permitted by applicable laws.

4.15 Employee Assistance Program

The Employee Assistance Program (EAP) offers **confidential**, short-term counseling from licensed professional counselors to all employees and their immediate family members for a full range of personal issues and achieving a healthy work/life balance across the life span. The EAP offers:

- An in-house team of Master's level EAP professionals who are available 24/7/365 to provide individual assessments.
- Customer service from a team dedicated to ongoing training and education in employee assistance matters; and
- Access to subject matter experts in the field of EAP service delivery.

An employee can be referred to the EAP in three ways: Self-Referral, Informal Supervisory Referral, or a Formal Supervisory Referral. Employees are provided:

- Three calls per year (per household) with in-house Master's level EAP professionals, who will provide the caller with community resources.
- Additional community resources or possible counseling options come at the expense of the employee.
- Telephone support is available in more than 120 languages.
- Online submission forms available for EAP service requests.

The EAP services are provided by Mutual of Omaha and employees may contact them directly at: mutualofomaha.com/eap 1-800-316-2796

Section 5 - General Employees Policies

5.1 Workplace Conduct

The City of Mount Pleasant expects employees to conduct themselves in a professional manner at all times and understand that their behavior may project negatively on the City while conducting business on behalf of the City, wearing a uniform or apparel displaying the City's logo, traveling on a City-sponsored trip or identifying themselves as employed by the City.

Workplace Harassment

The City of Mount Pleasant is committed to maintaining a work environment free from unlawful discrimination and harassment for all employees. This policy includes, but is not limited to, harassment on the basis of race, national origin, religion, color, sex (including sexual orientation, gender identity, or pregnancy), age, disability, genetic information, or any other characteristic protected by law.

Definition

Harassment is defined as unwelcome conduct that has the intent or effect of unreasonably interfering with an individual's or group's work performance or that creates an intimidating, hostile, or offensive work environment or where enduring the conduct becomes a condition of continued employment.

Complaints

Any employee who feels harassed under this policy should file a complaint in writing to their supervisor, department director, or with the Human Resources Director. Employees will not be required to follow any "chain of command" designation when reporting harassment, but may contact a supervisor of their own choosing, including the City Manager. Retaliation against employees who bring harassment charges or assist in investigations of charges is prohibited. See Section 8.9.

Sexual Harassment

The City of Mount Pleasant is committed to maintaining a work environment free from sexual harassment for all employees. Business decisions regarding employment, transfers, promotions, terminations, or any other conditions of employment based on an employee's submission to conduct of a sexual nature will not be tolerated.

Definition

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment, whether expressed in explicit or implicit terms.
2. Submission to or rejection of such conduct by the recipient is used as the basis of employment decisions affecting the recipient; or
3. Such conduct has the purpose or effect of:
 - a. unreasonably interfering with an employee's job performance; or
 - b. creating an intimidating, hostile, or offensive work environment.

Sexual harassment undermines employment relationships by creating an intimidating, hostile, or offensive work environment.

Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited. See Section 8.9.

All complaints of sexual harassment should be confidential.

Management Responsibility

In fulfilling their obligation to maintain a safe and productive work environment, supervisors are expected to immediately report all reported and suspected occurrences of harassment, including sexual harassment, to the Human Resources Director so those concerns may be investigated and disciplinary action can be taken, if necessary.

City management and supervisory employees are required to communicate to employees that all forms of harassment are expressly prohibited and that City management will conduct a prompt and thorough investigation, in as confidential manner as possible, of all reported and suspected occurrences of workplace harassment.

5.2 Workplace Violence

The City of Mount Pleasant has a zero-tolerance policy with respect to workplace violence. The City will not tolerate the threat of violence by any of its employees, customers, the general public, and/or anyone who conducts business with the City, even if intended as non-threatening. It is the intent of the City to provide a workplace free from intimidation, threats, or violent acts of any nature. Workplace violence includes, but is not limited to verbal abuse, harassment, threats, physical attack, or property damage. It is a violation of this policy to engage in any act of workplace violence.

Prevention

The City strives for a safe work environment and works to prevent workplace violence. Prevention efforts include but are not limited to: informing employees of this policy, instructing employees regarding the dangers of workplace violence, providing a process to report incidents or threats without fear of reprisal; and posting a notice to employees of the contact information for reporting instances of workplace violence or suspicious activity to the [Texas Department of Public Safety pursuant to HB 915](#).

Reporting Procedure

Each incident of violent behavior, whether committed by another employee or an external individual such as a customer, vendor, or citizen, must be reported immediately by the employee to their supervisor and to the Human Resources Department. The Human Resources Director must be notified of any and all incidents of workplace violence. In addition, all employees are responsible for reporting any threats which they have witnessed, received, or have been informed about that another person has witnessed or received.

Retaliating or discriminating against an employee who brings a workplace accusation or complaint, or assists in investigations of accusations or complaints, is prohibited.

5.3 Firearms and Weapons

Employees who are not actively serving as a licensed peace officer, or a firefighter covered by Texas House Bill 1069, are prohibited from the open carry or possession of any firearm while on duty, pursuant to Texas Government Code §411.203.

The City reserves the right to conduct a search of any employee's personal items, an employee's work area or any City vehicle in possession or control of any employee, to determine whether or not a weapon is present. Such a search includes, but is not limited to, a visual inspection, a physical search, and/or the use of a metal detector. Failure to comply with such a request to conduct a search as outlined herein may result in disciplinary action. All searches will be conducted by a Mount Pleasant Police Department supervisor and the employee's supervisor, department director, or Human Resources Director.

Weapons Banned

For the purposes of this policy weapons are defined as any device or object capable of causing serious bodily injury or death to another person.

Reporting

Any employee who witnesses the possession or concealment of a weapon or who witnesses a verbal or physical assault involving another employee should report the action or actions to their immediate supervisor or department director.

5.4 Substance Abuse and Testing

The City maintains a firm commitment to provide a safe work environment that is free from the effects of alcohol or controlled substances as well as the abuse of legal/prescription drugs.

Applicability

Employees may be tested if there is a reasonable suspicion that they are using, possessing, or are under the influence of alcohol, controlled substances or otherwise violating this policy, or if they were involved in a workplace accident. Reasonable suspicion exists when there are objective observable signs and symptoms of job impairment, threat to safety, or adverse changes in mood, perception, or judgment that gives a supervisor or other member of management reason to suspect that the employee is using, possessing, or is under the influence of alcohol or controlled substances. Employees who work in safety-sensitive positions may be subject to random testing, even without reasonable suspicion.

Employees are required to notify the City of any alcohol or drug related arrest and/or criminal convictions (including a plea of nolo contendere) or deferred adjudication, no later than five days after the arrest or conviction.

Employees whose physicians prescribe controlled substances for continued usage which may affect their ability to perform their job function, should report this treatment to their immediate supervisor for duty status evaluation.

Prohibitions

1. The City will not hire applicants who are under the influence of drugs and/or alcohol, who fail to pass a required drug and/or alcohol test, or who refuse to submit to a required drug and/or alcohol test.
2. Employees shall not use, have in their body or on their person any alcohol, illegal drugs, intoxicants, inhalants, or any other prohibited substances when they report to work or while on duty. Employees shall not be under the influence of or have the odor on their breath or clothing of prohibited substances when they report to work or while on duty. Employees shall not have prohibited substances in City vehicles or on City premises. Exceptions to these prohibitions may occur with prior, specific authorization, when the otherwise prohibited act is required in the performance of the employee's official duties.
3. Employees shall not use or possess prescription drugs except as directed by their physician. Employees shall not use prescription drugs or over-the-counter medications in a manner inconsistent with recommended dosages and/or warning statements.
4. Employees shall not use, possess, provide, dispense, distribute to other persons, or unlawfully manufacture or sell any alcohol, unauthorized prescription or illegal drugs, intoxicants, or other prohibited substances while on duty, on-call, on standby, on meal or break periods, on City premises, operating a City vehicle, or while in City uniform.
5. Employees shall not refuse to submit to a drug and/or alcohol test when requested, required, or ordered to submit by a person having the authority to do so under this or any other City policy, Standard Operating Procedures, or General Order.
6. An employee who commits a drug or alcohol-related offense is subject to disciplinary action, up to and including termination.

Prescription/Over-the-Counter (OTC) Drug Use

Any employee who is using prescription or OTC medication, and who exhibits symptoms that limit the employee's ability to perform job duties effectively and safely, must report this treatment to the employee's supervisor prior to beginning work.

The City reserves the right to have the employee's physician or a physician of its choice make an individualized assessment of the employee's use of the medication to determine if the medication at the prescribed dosage produces or will produce adverse or hazardous effects for that employee and may restrict the employee's work activities accordingly.

Employee Assistance Program (EAP) - Relating to Substance Abuse

Employees are encouraged to voluntarily seek assistance in dealing with alcohol, OTC or prescription medication, and/or drug abuse problems. Employees participating in the EAP will be expected to meet existing job standards, expectations, and work rules. EAP services are not a substitute for, nor do they preclude or alter, normal disciplinary action procedures. [Refer to Section 4.15.](#)

Employees who seek controlled substance or alcohol abuse assistance and rehabilitation and cannot report for work while undergoing such rehabilitation may request sick leave, vacation leave in the amount accrued, or other approved leave. All sick leave and vacation leave shall be exhausted prior to granting the use of approved leave without pay. [Refer to FMLA - Section 8.7.](#)

Employees who are involved in rehabilitation and are able to report to work may do so only after the employee tests negative for a drug test administered by a City-approved laboratory and can provide a release to return to work from an appropriate substance abuse treatment facility or confirmation of continued and on-going participation in a recognized substance abuse assistance program.

Drug and Alcohol Tests

A. Post-Offer Employment Testing

1. As a conditional offer of employment, every prospective employee shall sign a Consent and Release Form and shall undergo a pre-employment drug screening.
2. Prospective employees who fail to pass a post-offer drug test or who in any way refuse to submit to a post-offer drug test, shall not be allowed to report to work and are considered ineligible for employment.

B. Reassignment and Transfer Testing

Employees who are reassigned or transferred from a non-CDL position to a CDL position, or from a non-safety sensitive position to a safety sensitive position shall submit to a drug test. For purposes of this policy, a safety-sensitive position shall be defined as any position where the employee operates a vehicle and/or other mobile equipment on behalf of the City, or as otherwise designated by the City.

C. Post-Accident and Post-Injury Testing

1. Any employee who, while on duty, is injured, contributes to the injury of another person, while operating a city-owned motor vehicle or equipment, or contributes to the damage of property shall be required to submit to a drug and/or alcohol test as soon as is possible.
2. Employees who are potentially subject to a post-accident or injury drug or alcohol test must remain readily available for said test or shall be deemed to have refused to submit.
3. An employee who is seriously injured and cannot provide a specimen for either alcohol or drug testing at the time of the accident shall, as soon as is practical, provide the necessary authorization to allow the City to obtain hospital reports and other documents that would indicate whether there were any drugs or alcohol in their system at the time of the accident.
4. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority to order such a test shall be considered to meet the requirements of this section, provided the results are supplied to the City.

D. Reasonable Suspicion Testing

1. An employee shall be tested for alcohol and/or drug use if there is a reasonable suspicion that the employee is in possession, has present in their body, or is under the influence of drugs and/or alcohol.
2. Written documentation of the observations leading to a request for a drug and/or alcohol test shall be prepared by the supervisor, department director, or Human Resources Director.
3. The decision to require an employee to submit to a drug and/or alcohol test will be made by at least two management officials, preferably the department director and the Human Resources Director or their designees. In no case shall a reasonable suspicion test be performed without first notifying the Human Resources Department or City Manager.
4. An employee who is required to submit to a reasonable suspicion drug and/or alcohol test may be placed on administrative leave with pay until such time as the results of the drug and/or alcohol tests are received. At such time that the test results are received, the employees' status will be re-evaluated.

E. Random Testing

1. The positions subject to random drug and/or alcohol testing are:
 - a. any employee who is required to have a Commercial Drivers' License (CDL) as part of their job description or job duties; and
 - b. safety-sensitive positions.
2. The City of Mount Pleasant will contract out the administration and record keeping functions of the testing, and a third-party administrator will generate the random numbers and days that the testing will take place. Supervisors or their designee of the employees who have been randomly selected for testing, designee shall:
 - a. notify the employee selected for testing in such a manner as to ensure that no opportunity exists to further ingest any substances that may in any way jeopardize the validity of the test; and
 - b. promptly take the employee selected to the designated collection site.
3. An employee who is selected to undergo a random alcohol test, but is absent due to vacation, illness, or other legitimate reason, shall not be subject to testing unless selected during the next random testing period.
4. An employee who has submitted to a random drug and/or alcohol test will be allowed to return to their normal work duties immediately, unless other factors exist to determine otherwise.
5. If an on-duty driver refuses to submit to the [Federal Highway Administration](#) alcohol and controlled substance testing that are outlined in this policy statement or engages in conduct that clearly obstructs the testing process, the driver will have refused to submit to a [Federal Highway Administration](#) required test. A driver refusing to submit to a required test will be placed on leave immediately without pay for a period of seventy-two (72) hours and will be subject to disciplinary action up to and including termination.

F. Confidentiality

All employee information relating to drug and alcohol testing will be protected by the City as confidential unless otherwise required by law or authorized in writing by the employee. There may be some instances where overriding public health or safety concerns may require the release of information otherwise considered confidential.

G. Heightened Requirements for CDL-Required Positions

In addition to City Policy, every employee whose job requires a **Commercial Driver's License**, or that is otherwise classified as safety-sensitive per **Federal Transit Administration (FTA)** regulations is covered by each requirement and prohibition in this policy. In addition, any such covered employee or applicant is also subject to testing under the FTA regulations, and other requirements contained in the City's policies and procedures.

5.5 Tobacco Free Workplace

The City maintains a smoke-free and tobacco-free workplace, including the use of smokeless and electronic products, to provide a safe and healthy workplace and to promote the health and well-being of employees.

1. Prohibited products include, but are not limited to cigarettes, cigars, pipes, e-cigarettes, vapor e-cigs, snuff, chewing tobacco and any other forms of tobacco.
2. All City of Mount Pleasant buildings, facilities, and vehicles are considered smoke-free and tobacco-free environments.
3. Smoking is permitted only in designated outside areas.
4. City employees share in the responsibility for adhering to this policy and bringing it to the attention of persons visiting or utilizing City buildings and facilities.

5.6 Appropriate Workplace Appearance

Dress and Grooming

City employees represent the City when on duty and/or when in a City uniform. The City adheres to business casual dress in the workplace year-round and employees are expected to dress in a manner that is neat, clean, and appropriate for a business environment and their specific jobs. Department directors shall determine which dress standard is applicable in order to maintain acceptable dress and appearance. Employees may be held to different standards, depending upon the work assignment.

Employees who are issued uniforms shall be responsible for maintaining their uniforms in a neat and orderly manner. While in uniform or wearing the City logo, employees must conduct themselves in a manner that represents pride in the City of Mount Pleasant and the citizens they serve.

A supervisor is responsible for evaluating the dress and appearance of employees under their supervision.

5.7 Employee Identification Badges

In an effort to assist the public in identifying City employees carrying out their City work duties and responsibilities, and to promote workplace security, all full-time, part-time, temporary, and seasonal employees shall wear a City-issued identification badge at all times during working hours, except for Police or Fire Department employees who shall wear their identification badges in accordance with the written policies of their department. Contractors and visitors are not eligible for an ID Badge and should be issued a visitor's badge.

Supervisors are responsible for the enforcement of wearing ID Badges for all employees within their team. Supervisors are responsible for contractors and visitors and must ensure they are issued a visitors' badge and for the return of the badge when they leave the premises.

The Human Resources Department will ensure that new employees receive an employee identification badge upon hire by scheduling a time with the Police Department to have the employee's photo taken and badge created, on or about the first day of their employment, and will ensure that as part of the employee termination procedure, identification badges will be collected prior to the issuance of a final paycheck.

Any of the following shall be considered a violation of this policy:

1. Borrowing or lending an ID Badge to anyone, including another employee
2. Defacing or altering an ID Badge
3. Failure to properly display ID Badge while at work or at any work site

Each violation that occurs shall be referred to the employee's department director and/or Human Resources, and may result in disciplinary action, up to and including termination.

5.8 Vehicle and Equipment Usage

This policy shall apply to all employees utilizing a City-owned, rented, or leased vehicle and to all employees utilizing personal vehicles while furthering the interest of the City of Mount Pleasant. City of Mount Pleasant vehicles and equipment shall be used for official purposes only. Personal and social uses of any nature are prohibited unless an exception is approved in writing by the City Manager, with a copy placed in the employee's file. Each employee shall be held responsible for the proper use, care and operation of a vehicle or piece of equipment assigned.

Definitions:

Workday vehicles are available for staff use during the employees' normal working hours.

Take Home vehicles are assigned to an individual and are utilized by said individual on a twenty-four (24) hour basis. These "take home" vehicles are issued on a limited basis and are assigned by the City Manager as to essential positions deemed necessary for the assignment.

Maintenance of Current Licenses

1. Any employee subject to this policy will maintain a current, valid, and appropriate license at all times. Under no circumstances shall an **Occupational Driver's License** or similar license be deemed appropriate. Employees in this category must comply with all applicable State traffic laws, including the use of seatbelts. Any employee who operates

- a City-owned, rented, or leased commercial motor vehicle, must maintain a current and valid **Texas Commercial Driver's License**.
- a. Employees who drive commercial vehicles must also notify the City and their state's motor vehicle licensing agency within thirty (30) days of a conviction for any traffic violation (except parking violations) even if the violation did not occur while operating a commercial vehicle. Employees must notify their supervisor and Human Resources Department.
 - b. Employees who do not operate a Commercial Motor Vehicle, but drive a City owned, rented, or leased vehicle, must maintain a current and valid **Texas Department of Public Safety Driver's License**.
2. Employees who drive a vehicle on behalf of the City, to further the business of the City, and/or receive mileage reimbursement or vehicle allowance or stipend, must maintain a current and valid **Texas Department of Public Safety Driver's License**.
 3. Any employee who has their license suspended, revoked, canceled, or whose license expires without renewal, or who is issued an **Occupational Driver's License** or similar license, shall immediately cease operation of any vehicle and notify their supervisor by the end of the next working day. It shall be the sole responsibility of the employee to report any change in driving status. Failure to report such information by the end of the next working day shall result in disciplinary action.
 - a. Any supervisor who is notified by an employee of an incident above shall immediately remove the employee from any duties that require the operation of a vehicle and notify their supervisor and the Human Resources Department.
 - b. Any employee who no longer has a current, valid, and appropriate license and whose essential job duties involve the operation of a vehicle, shall be removed from driving status, and may be reassigned at the discretion of the department director.
 - c. An employee who is not re-assigned will be terminated.

Transport of Non-Employees

4. Employees may not transport persons who are not employees of the City in City vehicles at any time with the following exceptions:
 - a. When the City Manager or department director specifically instructs the operator of a City vehicle to transport an individual not employed by the City in connection with City business;
 - b. In the course of ordinary or emergency public safety operations involving authorized use of the City equipment by recognized volunteers and employees of the City.
 - c. Police and Fire Department Ride-Along Program – rider must sign a liability waiver form and be vetted by a supervisor.
 - d. Other exceptions may be approved by the City Manager, on a case-by-case basis. The City Manager's approval must be in writing, with a copy placed in the employee's file.

Accidents

5. An employee involved in an incident that causes damage to a city vehicle shall, as soon as feasible, report the incident to a supervisor. If the damage is possibly a criminal act, the incident will also immediately be reported to local law enforcement.

6. An employee involved in a traffic accident, no matter how minor, will contact the local law enforcement authority and request a CRASH report be taken on behalf of the City. The employee shall also notify their supervisor as soon as feasible of the circumstances of the crash. Supervisors who are notified of a traffic accident involving an employee should respond to the scene of the accident and obtain information necessary to notify the department director of the circumstances of the crash. The supervisor should notify the department director of the crash as soon as feasible.

5.9 Employee Safety and Risk Management

The City is interested in all employees' safety and well-being and has developed safety rules and regulations. Every employee is required to comply with all safety rules and to exercise caution in all work activities. Employees must refer to the department procedures for general safety rules, practices, and procedures, including accident/incident reporting.

All employees are required as a condition of employment to exercise due care in the course of their work. To prevent or minimize injuries to themselves and their co-workers, and to protect and conserve City equipment, each employee shall:

- Obey all safety rules and follow published work instructions.
- Report to immediate supervisor and co-workers all unsafe conditions or unsafe/defective equipment.
- Keep work areas clean and orderly at all times.
- Report all accidents immediately to the immediate supervisor; and
- Operate only machines or equipment that he/she has been authorized to operate.
- Wear appropriate safety equipment.

Each supervisor and department director will be responsible for the safety and well-being of the workers in his or her department as well as the repair and maintenance of facilities and equipment in his or her area of responsibility. The principal duties of supervisors and department directors are as follows:

- Enforce all safety regulations in effect and make employees aware that violations of safety rules will not be tolerated.
- Make sure all injuries are reported promptly and treated properly, and all accidents are reported even if an injury is not apparent.
- Provide employees with complete safety instructions regarding their duties prior to the employees actually starting work.
- Conduct regular safety checks, including a careful examination of all new and relocated equipment before it is placed in operation.
- Properly maintain equipment and issue instructions for the elimination of safety hazards.
- Continuously inspect for unsafe practices and conditions and promptly undertake any necessary corrective actions.
- Develop and administer an effective program of good housekeeping and maintain high standards of personal and operational cleanliness throughout all operations.
- Provide safety equipment and protective devices for each job.
- Give full support to all safety procedures, activities, and programs.

Accident and Injury Reporting

All accidents and injuries, however slight or inconsequential, must immediately be reported to the appropriate supervisor, department director, or the Human Resources Director. Employees are required to immediately report to their immediate supervisor all accidents resulting in personal injury and/or damage to the city equipment, city vehicles, or any other property. Failure to report any accident or injury within 24 hours of its occurrence may lead to disciplinary action. Supervisors must report all accidents resulting in personal injury and/or damage to the city equipment, city vehicles, or any other property to their respective department director and to Human Resources.

Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations or who fail to report may be subject to disciplinary action.

If an employee sees something that the employee perceives is an unsafe act or an unsafe condition, the employee should immediately report it to a supervisor and/or to the Human Resources Department.

Accident and Injury Treatment

Employees injured during the course of their employment should seek medical attention if necessary. For serious, life-threatening injuries, or for after-hours treatment, employees may seek medical attention at an emergency room. During business hours and for non-life-threatening injuries, employees should seek treatment at either:

- HealthCARE Express**

Mon-Fri 8am-8pm / Sat-Sun 8am-4pm
1004 S. Jefferson Ave, Mount Pleasant
901-717-3418

- LOMC (Longview Occupational Medicine Clinic)**

Mon-Fri 8am-5pm
3202 N. Fourth St. #100, Longview
903-757-0577

5.10 Cell Phone Usage

The use of wireless phones should not interfere with job duties or performance. Employees who use a wireless phone to violate City policy may be subject to disciplinary action.

Personal Usage During Business Hours

The use of personal cell phones should be limited during normal business hours. The City understands that business of a personal nature may be necessary during City business hours but requests that such interruptions are logged as breaks.

Prohibited While Driving

The use of cell phones and/or other electronic devices while driving can cause distraction to the driver and can result in accidents and injury. To maintain safety for City employees and others on the road, the use of cell phones or other electronic devices while driving a City vehicle is prohibited unless using a hands-free device.

5.11 Communication

The City provides computer and communication systems for use by City employees in the performance of their job duties such as networks, internet access, email, telephones, digital cameras, voicemail, scanners, radios, etc. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research, and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City.

This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical, and legal manner. City communication may be considered a public record.

Acceptable Use

1. Acceptable uses of the City’s electronic communication systems are limited to those activities that support conducting City business in line with the employee’s job responsibilities. The City prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material, unless it is required as part of one’s work assignment.
2. Employees must understand that use of any City-provided, publicly accessible computer network such as the Internet and email is a privilege. Minimal personal use of the Internet or email and other electronic communications systems is allowed under this policy. The City is not responsible for personal communications sent on its electronic communications systems.
3. The City reserves the right to monitor employee internet usage at any time.

Prohibited Uses of Electronics

1. Using profanity, obscenity, or other languages which may be offensive or harassing to other coworkers or third parties.
2. Accessing, displaying, downloading, or distributing sexually explicit material.
3. Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
4. Copying or downloading commercial software in violation of copyright law.
5. Using the systems for financial gain or for any commercial activity unrelated to City business.
6. Using the systems in such a manner as to create a security breach of the City network.
7. Looking for or applying for work or business opportunities other than for internal City postings.
8. Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes, or sexual orientations.
9. Transmitting or sharing information regarding a coworker’s health status without the coworker’s permission.

10. Expressing opinions or personal views that could be misconstrued as being those of the City.
11. Expressing opinions or personal views regarding management of the City or other political views.
12. Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
13. Playing games or gambling.

User Responsibility

All employees that are issued access to City provided electronic communications systems and accounts are responsible at all times for their proper use.

The City provides and maintains these systems to assist in the conduct of City business. All transmissions created, sent, received, retrieved, or accessed are considered property of the City of Mount Pleasant and public information.

Employees may only use software approved or provided by the City. To prevent computer viruses, there will be no unauthorized downloading of any software. See [Prohibited Technology Policy](#).

The City reserves the right to change policies as they relate to computer use at any time and as may be required by changing circumstances. Violations of the policy and its guidelines may result in disciplinary action.

Public Information

Employees shall assume that any data or electronic information is subject to release in accordance with the Public Information Act of the State of Texas. Electronic records are official records of the City and may be subject to release. Employees are warned that storing City information on personal devices may result in disclosure of personal information should the device become subject to a Freedom of Information Act or Open Records Act requests, or subpoena.

User Privacy

Users of any City information system shall not have any expectation of privacy in any message, file, image, or data created, sent, retrieved, or received through their use of City electronics. All user activity on City systems is subject to monitoring, logging, auditing, review, dissemination, and archiving by the City.

Confidential Information

Employees shall comply with all laws, regulations, and City policies and procedures prohibiting or limiting the disclosure of confidential information, including but not limited to City client personal information, financial or tax information, and City employee personal information. Confidential information transmitted from the City shall be sent securely only to those recipients who are authorized to receive such confidential information.

Passwords for all electronic devices and applications should be treated as confidential information. No employee is to give their password to another person, including IT staff, administrators, superiors, coworkers, friends, and family, under any circumstances.

The City maintains the right to seek legal action against anyone who misuses confidential information in a manner that violates law.

Any user must immediately report to their department director, who will immediately report to the City Manager and the IT Department, any loss or theft of any City device or any device containing City information.

Social Media

An employee's use of social media, both on and off duty, shall not interfere with or conflict with the employee's duties or job performance, reflect negatively on the city or violate any city policy.

Employees using city-owned electronic devices will not be allowed to download and access any social media application that has been defined as a security risk by the State of Texas. The identified applications are prohibited from being installed or used on any device owned or leased by the governmental entity and require the removal of covered applications from those devices.

Employees will not be able to download prohibited applications onto their personal devices using the City's internet. [See Prohibited Technology Policy.](#)

5.12 Prohibited Technology

City-Owned or Leased Devices

Except where approved exceptions apply, the use or installation (download) of covered applications is prohibited on all City-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The City will identify, track, and manage all City-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a City-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a City-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

The City will manage all City-owned or leased mobile devices by implementing the security measures listed below:

- a. Restrict access to "app stores" or unauthorized software repositories to prevent the installation of unauthorized applications.
- b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.

Covered Application Exceptions

The City may permit exceptions authorizing the installation and use of a covered application on City-owned or -leased devices consistent with the authority provided by Government Code Chapter 620. Government Code Section 620.004 only allows the City to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

Personally Owned Devices

Employees, elected officials, contractors, paid or unpaid interns, and other users will be prohibited from the use or installation (download) of covered applications by way of using or accessing the City's network/internet.

Appendix H: Prohibited Technology Acknowledgement Form

5.13 Training and Travel

City employees who travel on City business, including professional development/training are responsible for assuring that expenditures are prudent and necessary and are required to exercise good judgment and discretion when making travel arrangements. Budgeted funds must be available.

Authorization for Travel

All overnight travel must be approved in advance by the supervisor, department director, or City Manager.

Proper completion of the Travel Expense Report is required. This includes attaching:

1. Conference registration forms
2. Transportation bills (airfare, rental car contract, tolls, parking)
3. An itemized receipt from the hotel showing a zero balance, with all charges itemized separately by day. Receipts for gas purchased during the trip. These receipts must include:
 - a. Signature of employee
 - b. Vehicle number (if City-owned) or "rental car" written on the receipt
 - c. Location and date of purchase
4. For employees approved to take a personal vehicle, a calculation of the mileage from City facility to travel destination.
5. The City Manager must approve out-of-state travel.

Hotels/Motels

Discretion should be used when choosing overnight accommodations. Employees may stay at the hotel where the conference is held and should make every attempt to secure the lowest possible rate. Upgrade charges for luxury suites, club access, etc. will not be paid with City funds.

Meals

Meal expenses (including tips) incurred as part of travel for work/training are paid per the Federal Per Diem Rate based on the travel destination.

Meals included, as part of a paid registration fee will not be reimbursed again as part of the meal allowance. Meals for the travel day will be paid based on the following guidelines when departing/returning for overnight travel:

First Day of trip if leaving after 10:00 am

Last Day of Trip if returning after 4:00 pm

Reference: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Transportation

Employees will calculate the least expensive mode of transportation when planning their travel.

City-Owned Vehicle

Employees shall use a City-owned/leased vehicle for travel, unless one is not available.

Car Rental

Rentals should be the lowest cost vehicle that meets the needs of the traveling employee. Employees will pay for any upgrade based on preference instead of need.

Air Travel

Airfare should be the lowest cost available and should be booked in advance to ensure the lowest rate. The City will not pay for:

- First class or business class fares
- Fees for more than one bag
- Overweight baggage fees

Use of Personal Vehicle

Personal vehicle mileage will be reimbursed at the current rate set by the IRS.

Travel Expenses Not Reimbursable by the City

1. Laundry and dry cleaning
2. Expenses for family members, friends, or any other non-business acquaintances
3. Other expenses not related to the performance of the travel assignment

This listing is not all-inclusive. Discretion remains with the City Manager to approve travel expenses for unusual circumstances. IRS guidelines must be addressed if issues outside this policy are considered for approval.

Appendix I: Travel Request and Advancement Form

5.14 Arrest and Conviction While An Employee

Employees must notify their immediate supervisor, department director, and Human Resources Department, in writing, of any criminal acts or felonies, and any alcohol or drug-related arrest and/or convictions (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than twenty-four (24) hours after the arrest and/or conviction.

5.15 Conflict of Interest

This section is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest.

No employee of the City may:

- Have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City;
- Use City equipment, authority, or influence in any manner for their personal gain, financial or otherwise (exception secondary work as regulated by Police Department policy);
- Have any financial interest, directly or indirectly, in the sale of any land, materials, supplies or services to the City;
- Have discussions or participate in decisions of City Council, any City department, or board, commission, or instrumentality, if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision;
- Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a City employee or that might impair independent judgment in the performance of duties to the City; or
- Accept remuneration or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the City.

Questions regarding the prohibitions imposed by this policy shall be referred to the Human Resources Director.

5.16 Gifts

An employee may not receive any income or other material gain from anyone outside the City for services provided by the employee in the performance of their job. Individual City employees are prohibited from accepting any gift, gratuity, favor, benefit, or anything else of value from any person, organization, or other entity who has done business, is doing business, seeks to do business with the City or is regulated by the City.

Under this policy, an employee is allowed to accept the following:

- an award presented in recognition of public service;
- an occasional meal where public business is discussed;
- t-shirts, caps and other similar promotional material;
- any gift which would have been offered or given to the employee even if the employee were not a City employee;

- any item under \$25 in value per occasion, not to exceed \$50.00 in a year.

Routine food coupons, frequent flier awards, discounts and other promotional items awarded to employees while conducting City business may be accepted by employees and will not be considered a violation of this policy. If the item is non-routine, or of more than minimal value, the employee must check with their department director to see if the item should be returned or turned over to the City.

City employees are allowed to accept nominal gifts where the gratuity can be shared by a significant number of City employees.

Any questions regarding the prohibitions imposed by this policy, or in connection with a specific situation, should be directed to the Human Resources Director.

5.17 Solicitation

Solicitation, for purposes of this policy, is defined as the sale of any product or service, the collection or pledging of funds or signatures for any purpose, requests for any manner of support or opposition to an organization or activity, or the posting of information related to these activities.

Employees may not engage in solicitation during working time, which includes the working time of the employee who is soliciting and the employee who is being solicited.

Similarly, employees may not distribute literature during their working time or at any time in work areas. For purposes of this rule, working time does not include lunch periods or other break times.

Solicitations for support of charities may be conducted when approved in advance by the Human Resources Director.

5.18 Confidentiality of Information

The City of Mt. Pleasant, its officials and employees are obligated to protect the confidentiality of business information that is vital to the interest and success of the City, and to comply with state and federal laws and regulations that govern the City organization, its employees, and its citizens, and to avoid unnecessary disclosure of non-confidential internal information about the City, its employees, its customers, and its vendors.

Employees are expected to use discretion and judgement when dealing with information and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a person's privacy or breach of confidence. An employee who engages in this type of behavior will be disciplined, up to and including termination.

Appendix J: Confidentiality of Information Acknowledgement Form

Section 6 - Hiring and Separation

6.1 Hiring

The City hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, sex, age, disability, genetic information, or any other characteristic protected by law.

The Human Resources Department maintains the procedures for recruitment, application management, screening processes, and employment offers. Promotional positions may follow the same or similar process, including screening processes and an introductory period.

6.2 Hiring Freeze

When financial circumstances warrant, the City may initiate a hiring freeze. During a hiring freeze, no external hires will be made for a period of time without authorization of the City Manager. Although vacancies will not be advertised to the public, they may be advertised internally.

6.3 Employment Separation

The City of Mount Pleasant is an at-will employer. The City or the employee may terminate the employment relationship at any time and for any reason.

A. Non-Disciplinary Separation

This policy provides good-standing separation procedures for resignations, retirements, incapacity, layoffs, and military service. A [Personnel Action Form](#) must be completed upon an employee's separation. The justification portion of the form must include the reason for separation, whether the employee is recommended for rehire with documentation, and state whether all City property has been returned, including equipment, uniforms, and/or keys. The effective date of a separation or termination is the last day of actual work, plus leave time used, if the department director has approved the use of leave time before or at the time employee gave notice. The use of leave time is not permitted upon termination.

Resignation

Employees may resign from City service in good standing by submitting their written resignation to their supervisor and Human Resources Department, if possible, with two (2) weeks' notice. The City Manager, on the recommendation of the department director, may waive any portion of the notice period. The written notice shall include, but is not limited to, the following:

- a. Date of letter.
- b. Last date of employment.
- c. Reason for resignation.
- d. Forwarding address.
- e. Signature of the employee.

Retirement

Eligible employees may retire from City service in accordance with applicable programs. The employee must submit a written notice of retirement, preferably 30 days prior to the last day of employment and coordinate retirement with TMRS.

Layoffs

Layoffs may occur as a result of business necessity. Business necessity includes, but is not limited to:

- A discontinuation of or reduction in demand for service.
- Elimination of a job function or class function.
- A change in the level or source(s) of funding.
- Technological developments that reduce staffing requirements.
- Necessary economic or staffing efficiency.
- Privatization or outsourcing of services.
- Requirements of State and/or Federal laws.

Re-employment

Former employees who left the City in good standing may be considered for re-employment. Former employees who were dismissed for disciplinary reasons may not be considered for re-employment.

Reinstatement

Only those employees who were away from the City for no more than 180 calendar days (6 months) and who had at least one (1) year of continuous service prior to leaving the City may be eligible for reinstatement. A reinstated former employee will be reinstated with their original date of hire and seniority. Vacation and Sick leave time will begin to accrue based upon the return date of hire. Balances that were paid out when the employee originally left will not be reinstated. Longevity pay accruals will be reinstated based upon the employee's original date of hire. However, if the employee was paid partial longevity pay at the time they separated employment with the City, that amount will be deducted from any accruals that will be paid at the end of the calendar year when all employees receive longevity pay. All previously held benefits will be reinstated according to the terms of the actual benefit plan documents in effect at the time of reinstatement. Health and welfare benefits will be reinstated and benefit coverage will begin on the employee's first day of reinstatement.

Rehire

Employees who have been away from the City for more than 180 calendar days are eligible only for rehire. Rehired employees will be treated as new employees, with a new date of hire and no seniority reflected from their prior employment with the City. These employees are subject to all pre-employment assessment and screenings as required by the City.

B. Involuntary Separation

This policy provides separation procedures for job abandonment and termination. A [Personnel Action Form](#) must be completed upon an employee's separation.

Job Abandonment

An employee who has neither reported to work nor called a supervisor to explain their absence after two consecutive workdays is considered to have abandoned the job and resigned without notice and therefore will be terminated. An employee who abandons their job is ineligible for rehire.

Termination

Approval from the department director and the Human Resources Directors is required to terminate an employee. Should the supervisor wish to recommend termination, the supervisor must confer with the department director before initiating action to terminate the employee's employment. In addition, the supervisor and/or department director must confer with the Human Resources Director prior to initiating the discharge action. This conference shall be used to assure that all parties adhere to accepted personnel management procedures.

Appendix: Personnel Action Form

6.4 Separation Pay

Employees will receive their final paycheck on the pay day following separation of employment.

Final pay will be deducted to reflect the value of lost or damaged City-issued equipment, wage overpayments, and any outstanding funds owed by the employee to the City per the [Wage Deduction Form](#).

Sick Leave Pay Upon Separation

Sick leave is not paid out upon separation. However, if the employee has ten (10) years of consecutive service with the City, the employee will be eligible for one-half of accumulated sick leave at the time of separation. Sick leave pay is not to exceed 360 hours for regular employees and 540 for Fire personnel working forty-eight (48) hour shifts.

Holiday Pay Upon Separation

An employee who separates from the City will be paid for a holiday if it falls before their final day of employment.

Vacation Leave Pay Upon Separation

In the event an employee terminates employment with the City, any unused vacation will be paid to the employee.

Longevity Pay Upon Separation

Longevity pay that is due to an employee will be paid at the time of termination.

Health Insurance After Separation

COBRA (Consolidated Omnibus Budget Reconciliation Act) is continuation of coverage legislation, which allows employees to continue group medical coverage after their employment ends, for up to eighteen months. See Section 8.

The Human Resources Department will report terminated employees to the third-party administrator for COBRA. Under COBRA, terminated employees and dependents will pay the full cost of the coverage at the City's group rates plus an administration fee.

6.5 Return of City Property

Upon termination, all employees are required to return all city property, including uniforms, equipment, purchasing card, and technology-related items. The cost of repairing or replacing any City supplies, materials, equipment, money, or other property that may be damaged (other than normal wear and tear), lost, failed to return, or taken without appropriate authorization from the City during employment, may be deducted from employee's final separation pay.

6.6 Exit Interview

Upon termination, all employees are requested to complete an exit interview. The purpose of an exit interview is to obtain feedback from the employee regarding working conditions, supervision, and suggestions to improve employment with the City. The Human Resources Department will be responsible for conducting an exit interview for employees.

Appendix K: Wage Deduction Form

Section 7 - Disciplinary Action

Although the City of Mount Pleasant is an at-will employer, an attempt to correct problems or improve job performance by applying a consistent approach of training, counseling, and warning procedures will be utilized by all supervisors. Any corrective action, training or counseling should be fully documented. Certain acts of misconduct may require more direct disciplinary action.

7.1 Examples of Offenses

Descriptions provided under each header are for the purpose of example. Behavior may violate one or more categories. Offenses that may constitute grounds for disciplinary action include, but shall not be limited to the following:

- Violation of any policy in the Personnel Policy Manual
- Violation of any policies or procedures adopted by departments
- Unsatisfactory attendance or tardiness
- Unsatisfactory performance
- Neglect of duty
- Insubordination
- Violation of safety rules
- Dishonesty
- Disturbance
- Misuse of city equipment or services
- Misuse of public property or funds

7.2 Disciplinary Procedures and Action

The City reserves the right to discipline using whatever method is appropriate for the infraction. However, it is recommended that the following actions occur in the designated order. Any cases of disciplinary action that affect an employee's pay must be approved by the department director and Human Resources Director prior to the action being taken.

Verbal Reprimand and Counseling

The verbal reprimand and counseling session should be conducted in private by the employee's supervisor and should consist of a discussion of the specific offense and the expected results with timelines to address performance. Counseling should be administered at the time the misconduct is observed, reported, and confirmed.

Written Reprimand

The written reprimand should be accompanied by a verbal discussion held in private, and, like the verbal reprimand and counseling, should consist of a discussion of the specific concern and the expected improvement. The supervisor and the employee must sign the written reprimand. The signature does not necessarily imply agreement, it only confirms receipt. The employee may write a rebuttal to the written reprimand. The rebuttal may be given to the supervisor for forwarding to the Human Resources Department or it may be forwarded to the Human Resources Department by the employee.

Performance Improvement Plan

A supervisor, with assistance from the Human Resources Department, can develop a Performance Improvement Plan (PIP). The PIP gives an employee with performance deficiencies the opportunity to succeed. A PIP targets specific job-related goals or areas of behavioral improvement necessary for the employee to be successful. A PIP is a tool that may be used at any point in the training, counseling, or disciplinary process.

Administrative Leave (with or without pay)

Employees may be placed on an administrative leave of absence with, or without, pay for justifiable reasons. See Section 4.8.

Termination

Certain acts of misconduct justify the immediate termination/dismissal of an employee and termination may be the first step if the situation warrants it. Department directors must discuss such acts of misconduct with the Human Resources Director.

In any case, approval from the department director and the Human Resources Director is required to terminate an employee. Should the supervisor wish to recommend termination, the supervisor must confer with the department director before initiating action to terminate the employee's employment. In addition, the supervisor and/or department director must confer with the Human Resources Director prior to initiating the discharge action. This conference shall be used to assure that all parties adhere to all legal and accepted personnel management procedures.

7.3 Grievances

A grievance is a disagreement over a specific formal disciplinary action taken: reprimand, suspension, involuntary demotion, termination, and/or all other unresolved complaints, such as general counseling sessions, harassment from supervisors or co-workers, wages, hours of work, conditions of work, performance evaluations or other general complaints, which are in writing.

The City encourages an open environment in which any problem, complaint, grievance, suggestion, or question is resolved in a timely and equitable manner. Employees are allowed to present grievances without fear of retribution (See Section 8.9). The filing of a grievance will not affect the City's ability to pursue disciplinary or termination actions. An employee failing an introductory period will have no right to appeal a termination.

Supervisors shall respond to an employee's concerns and assist them in solving their problems. The City encourages employees to go up the chain of command to resolve issues. However, if that is not possible, employees may contact Human Resources for assistance.

Grievance/Appeal Procedure

The grievance/appeals process will be utilized:

- personnel actions appeals,
- inconsistent and/or unlawful treatment,

- interpretation and/or application of written City or departmental policies, procedures, or
- practices including claims of retaliation.

Step 1: If an employee alleges a grievance, then the employee should first attempt to affect a settlement of the matter with the immediate supervisor through prompt and thorough discussion. If this joint effort fails to resolve the problem, the employee must put their complaint in writing and present it to the department director within two business days.

Step 2: The department director will notify the employee in writing of their decision within five days of receiving the appeal. A copy of the grievance and decision will be provided to Human Resources to be placed in the employee file. The employee may accept or appeal the decision of the department head to the City Manager within three business days of the department director's decision.

Step 3: The City Manager shall make a final decision on the grievance within ten business days of receipt of the grievance. This decision is final and will exhaust any and all of the administrative processes relating to the employee's original grievance filed.

Complaints of Discrimination

Any employee who feels that they have been discriminated against on the basis of: race, national origin, religion, color, sex, age, disability, genetic information, or any other characteristic protected by law, must contact their immediate supervisor, or any supervisor, department director, or Human Resources, to make a complaint. Failure to promptly report discrimination or harassment may impair the City's ability to investigate and address prohibited conduct.

Supervisors are responsible for immediately informing their department director of any employee complaints of discrimination or harassment they receive. The Workplace Harassment policy will then be followed. (Refer to Section 5.1.)

Section 8: State and Federal Laws Applicable to All Employees

8.1 Break Time for Nursing Mothers

For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. Employees will be provided with a private place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public to express breast milk. The room can be a designated space for lactation. If this is not practical or possible, a vacant office, conference room, or other small area can be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk.

All employees who breastfeed their child and who need to express milk during the working day shall collaborate with their supervisor and the Human Resources Department to determine how best to accommodate the needs of the employee while still accomplishing the performance of her job.

Breaks of more than 15 minutes in length shall be unpaid, and the employee should indicate this break period on her time record. Employees may substitute accrued vacation and/or compensatory leave for the unpaid time. Should the employee perform any work while expressing breast milk, the time shall be compensated.

The City shall not suspend or terminate the employment of, or otherwise discriminate against, an employee because the employee has asserted her right to express breast milk in the workplace.

For more information on the related federal policy: <https://www.dol.gov/whd/nursingmothers/>

8.2 Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals will be required to pay the entire premium for coverage, up to 102 percent of the cost of the plan. Employees who are discharged for gross misconduct are not eligible for this benefit.

Separated employees will be notified by the City's COBRA Administrator via regular USPS mail concerning the application, cost, and deadlines associated with continuing health coverage.

For more information on the related federal policy: <https://www.dol.gov/general/topic/health-plans/cobra>

8.3 Equal Employment Opportunity

The City is an Equal Opportunity Employer. The City employs individuals on the basis of qualifications, merit, and business need without regard to race, national origin, religion, color, sex, age, disability, genetic information, or any other characteristic protected by law, or other factors as prohibited by law. Employees who engage in unlawful discrimination or harassment will be subject to disciplinary action, up to and including termination. Department directors, managers,

and supervisory personnel are responsible for implementing this policy within their areas of responsibility. Supervisory personnel who receive a report involving potential discrimination must make immediate contact with the Human Resources Director.

Designation of EEO Coordinator

The Human Resources Director is designated as the City's **EEO Coordinator** with authority and responsibility to develop and implement strategies to ensure the achievement of this policy's intent. This policy shall be uniformly applied by all levels of management in every department, division, and work unit of the City.

For more information on the related federal law:

<https://www.dol.gov/sites/dolgov/files/ofccp/regs/compliance/posters/pdf/eeopost.pdf>

8.4 Americans With Disabilities Act (ADA) & Amendment Act (ADAAA)

To ensure compliance with the **Americans with Disabilities Act (ADA)** and **Americans with Disabilities Act as Amended (ADAAA)**, the City offers equal employment opportunities to qualified individuals and prohibits discrimination against qualified individuals on the basis of disability. To the extent possible, the City will accommodate individuals with disabilities in the application, hiring, and employment process.

Designation of ADA Coordinator

The Human Resources Director is designated as the City's **ADA Coordinator** with authority and responsibility to develop and implement strategies to ensure the achievement of this policy's intent. This policy shall be uniformly applied by all levels of management in every department, division, and work unit of the City.

Requesting Reasonable Accommodations

The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written application on a form provided by the Human Resources Department and send it to the attention of the Human Resources Director. The City requests sufficient notice, when possible, to give time to arrange the accommodation.

When an individual seeks accommodation, the City may request written documentation from any relevant professional who has knowledge of the employee's condition describing the impairment; the nature, severity and duration of the impairment; the activities that the impairment limits; and the extent to which the impairment limits the employee's ability to perform certain activities. If the City requests documentation, and the individual seeking accommodation does not provide the documentation or it is incomplete, the City may require that the individual go to a health professional of the City's choice.

Complaint Procedure

Any employee who feels he or she has been discriminated against within their conditions of employment because of a protected classification or disability shall file a written complaint immediately with the Human Resources Director.

EEO complaint forms are available in the Human Resources Department. If for any reason the employee does not feel comfortable reporting the discrimination to the Human Resources Director, he or she may file a complaint with the City Manager. The Human Resources Department will fully investigate the complaint. An employee who complains under this policy will not be retaliated against for making the complaint.

For more information on the related federal policy:

<https://www.eeoc.gov/eeoc/>

<https://adata.org/learn-about-ada>

8.5 Fair Credit Reporting Act

Fair Credit Reporting Act (FCRA) requires employers utilizing consumer reports for employment purposes to:

- Notify applicants, in writing, that a consumer report may be obtained. A written authorization of the applicant or employee is required prior to requesting the report.
- Before rejecting an applicant or taking other adverse action, provide the applicant or employee a notice that includes a copy of the consumer report relied upon in making the decision and notice of their rights under the Act.
- After an adverse action is taken, notify the applicant or employee that the adverse action is taken based on the consumer report.

For more information on the related federal policy: [fcra-may2023-508.pdf](#)

8.6 Fair Labor Standards Act (FLSA)

The City complies with the Fair Labor Standards Act (FLSA). The FLSA establishes minimum wage, overtime, record keeping and child labor standards and applies to all full-time and part-time employees. The FLSA provides the option for compensatory time in lieu of overtime compensation for non-exempt employees.

For more information on the related federal policy:

https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/Digital_Reference_Guide_FLSA.pdf

8.7 Family Medical Leave Act

Employees who have completed one year of service and have worked 1,250 hours in the past 12 months are eligible for family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA).

FMLA provides eligible employees up to twelve work weeks of unpaid leave a year and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave. Employees are also entitled to return to their same or an equivalent job at the end of their FMLA leave.

The **FMLA** also provides certain military family leave entitlements. Eligible employees may take **FMLA** leave for specified reasons related to certain military deployments of their family members. Additionally, they may take up to twenty-six (26) weeks of **FMLA** leave in a single twelve (12) month period to care for a covered service member with a serious injury or illness.

In accordance with the **FMLA**, the City will grant job-protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

1. In order to care for a child following the child's birth, adoption, or placement in foster care with the employee, leave must be taken within the twelve (12) month period following the child's birth or placement with the employee.
2. In order to care for an immediate family member (spouse, child, or parent) of the employee, if such immediate family member has a serious health condition.
3. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position; or
4. The employee must attend a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

Service Member Family FMLA Leave

Eligible employees who are the spouse, child, parent, or next of kin of a covered Service Member are entitled to up to fourteen (14) weeks of additional leave during a single twelve (12) Month Service Member Period (for a total of twenty-six (26) weeks if combined with other FMLA leave), to care for such covered Service Member who incurred a serious injury or illness in the line of active duty in the Armed Forces. Available leave not taken during the twelve (12) Month Service Member Period, which begins on the first day of leave is taken, will be forfeited. No more than twenty-six (26) weeks of leave may be taken in a single twelve (12) Month Service Member Period, and no additional extended leaves may be taken in other years for the same injury or illness.

FMLA Definitions

- A. "12 Month Period" means a rolling 12-month period measured backward from the date leave is taken.
- B. "12 Month Service Member Period" means a single 12-month period measured forward from the first day Service Member Family Leave is taken.
- C. "Child" means a child either under eighteen (18) years of age, or older than eighteen who is incapable of self-care because of a disability, for whom the employee has actual day-to-day responsibility for care, including a biological, adopted, foster or stepchild. For purposes of a child on active duty or call to active-duty contingency leave, or for **Service Member Family Leave**, the child may be of any age.
- D. "Parent" means a biological parent of an employee or an individual who stood in place of a parent to an employee when the employee was a child.
- E. "Next of Kin" means the nearest blood relative of a **Covered Service Member**.

- F. "Covered Active Duty" means: 1) in the case of a member of a regular component of the Armed Forces, duty during the deployment with the Armed Forces to a foreign country; and 2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment with the Armed Forces to a foreign country where they may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force.
- G. "Covered Service Member" means: 1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing recuperation for a serious injury or illness; or, 2) a veteran who is undergoing recuperation for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the preceding period of five years.
- H. "Veteran" means a person who served in the active military, naval, or air service, and who was discharged or released under conditions that were not dishonorable.
- I. "Serious Injury or Illness" means an injury or illness that was incurred by a member or veteran of the Armed Forces in the line of duty while on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty) and, in the case of a member, renders the member medically unfit to perform their duties, or in the case of a veteran, manifested itself before or after becoming a veteran.
- J. "Qualifying Exigency" includes: 1) notification of a call to covered active duty seven or fewer days from date of deployment; 2) military events and related activities, including post-deployment activities (e.g. official ceremonies, support programs, counseling, etc. related to covered active duty or a call to such); 3) attending to childcare and school activities; 4) attending to financial and legal matters; 5) to spend up to 15 days with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment; and, 6) any additional activities related to the call to covered active duty otherwise agreed to by the employer and employee.
- K. "Serious Health Condition" means an illness, injury, impairment, or a physical or mental condition that involves: 1) inpatient care (overnight stay); 2) incapacity requiring absence from work for more than three consecutive calendar days and that involves continuing treatment (two or more visits within thirty (30) days) by a healthcare provider; 3) continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or 4) prenatal care by a healthcare provider.

Coverage and Eligibility

To be eligible for family/medical leave an employee must have worked for the City for at least twelve (12) months total and have worked at least 1250 hours over the previous 12-month period.

Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodate recurring periods of leave. An employee may not take intermittent leave following the birth or placement of a child except at the discretion of the City.

Use of Paid Leave

An employee may choose to use eligible accrued paid leave while on family/medical leave. When an employee has used all of his/her accrued paid leave, the employee may request an additional period of unpaid leave so that the total paid and unpaid leave provided equals twelve (12) weeks (or twenty-six (26) weeks if combined with [Service Member Family Leave](#) time).

Notification Requirements

Employee Notice Requirement

- A. An employee must give thirty (30) days' notice in the event of foreseeable leave. A Request for Leave under the Family and Medical Leave Act (FMLA) form should be completed by the employee and returned to the Human Resources Department. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, followed by the completed form. The notice must indicate: (1) the employee is unable to perform the functions of the job or that a covered family member is unable to participate in regular daily activities; (2) the anticipated duration of the absence; and (3) whether the employee intends to visit a health care provider or is receiving continuing treatment.
- B. If an employee fails to give thirty (30) days' notice of foreseeable leave with no reasonable excuse, leave may be denied until 30 days after the employee provides notice.
- C. When planning medical treatment, an employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations.
- D. In the event of leave to attend to a qualifying exigency, the employee shall provide as much notice as is reasonable and practical under the circumstances.

Employer Notice Requirements

- A. Notice of Eligibility Rights: Within five (5) days after the employee requests leave or after the City learns the leave may be for an [FMLA](#) qualifying reason, the City will provide written notice stating whether the employee is eligible for [FMLA](#) leave, and if not eligible, at least one reason why.
- B. Notice of Designation of Leave: Within five days after the employee requests or the City learns of the need for [FMLA](#) leave, the Human Resources Department will provide a written notice stating whether leave is available, how much leave has been designated as [FMLA](#) leave, and how much leave remains. For a leave of unspecified duration, the City will update the notification every 30 days as to how much leave was designated [FMLA](#) and how much leave remains. If any part of the requested leave is

not designated as FMLA leave, the City will provide written notice of and reason for denial.

Medical and Military Certification

- A. Certification of Serious Health Condition: For leaves taken because of the employee's or a covered family member's serious health condition, the employee, upon request, must submit a completed [Certification of Health Care Provider for Employee's/Family Member Serious Health Condition](#) form and return the certification to the Human Resources Department. Medical certification must be provided by the employee within fifteen (15) days once requested. If the employee fails to provide adequate certification within this time period, then the City will inform the employee, in writing, what additional information is necessary and will allow the employee at least seven (7) days to correct the certification. The City may delay leave until such certification is produced. In the case of a medical emergency, the employee must submit certification as soon as reasonably possible.
- B. City May Require Second Opinion: The City may require a second or third opinion (at its own expense), periodic reports on status and intent to return to work, and a fitness-for-duty report to return to work.
- C. Certification Related to Covered Active Duty or Call to Covered Active Duty: The employee requesting leave related to a family member's covered active duty or call to covered active duty shall provide supporting documentation of such status issued by the applicable Armed Services branch.
- D. Certification for Extended Service Member Family Leave: Employees requesting extended Service Member Family Leave must provide documentation of the injury, recovery or need for care, such as an official Armed Forces communication, showing that the injury or illness was incurred on active duty and, in the case of a member, renders the member medically unfit to perform military duties, or in the case of a veteran that the veteran was a member of the Armed Forces within the preceding five years.
- E. Confidentiality of Medical Records: Documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

Effect on Benefits

- A. An employee granted a leave under this policy will continue to be covered under the City's group health insurance plan with the same conditions as if the employee had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be advised in writing as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.
- C. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage.

- D. If the City pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the City (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
- E. If the employee fails to return from unpaid leave for reasons other than: (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the City may seek reimbursement from the employee for the portion of the premiums paid by the City on behalf of that employee (employer contribution) during the period of leave, as well as any costs paid on behalf of the employee by the City.
- F. An employee is entitled to their seniority and benefit accrual during the 12 weeks of **FMLA**.
- G. After thirty (30) days of unpaid leave, the employee must pay all benefit premiums no later than the tenth day of each month.
- H. In case of the birth or placement of a child, the employee must update their health insurance within thirty (30) days of the life event.
- I. Employees will receive Holiday pay while on **FMLA**.

Job Protection

- A. If the employee returns to work within twelve (12) weeks following a family/medical leave (or twenty-six (26) weeks if combined with **Service Member Family Leave**), the employee will be reinstated to his/her former position or an equivalent position in terms of pay, benefits, status, and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. If the position would have been eliminated or the employee would have been terminated but for the leave, the employee does not have the right to reinstatement upon return from leave.
- C. If the employee fails to return to work by the previously agreed upon date, in absence of further communication, the employee will be considered to have abandoned the job.

Unlawful Actions and Enforcement of FMLA Rights

It is unlawful for the City to interfere with, restrain, or deny the exercise of **FMLA** rights, or to discharge or discriminate against anyone for opposing such unlawful practices or for participating in proceedings relating to **FMLA**. An employee may file a complaint with the **U.S. Department of Labor's Wage and Hour Division** or may bring a private lawsuit against an employer for violating their rights under the **FMLA**.

For more information on the related federal policy:

<https://www.dol.gov/whd/fmla/fmla-faqs.htm#1>

8.8 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) requires the City to ensure that all medical information regarding an employee is maintained in a confidential manner; and protects health insurance coverage for employees and their families when they change or lose their jobs. In compliance with this Act, the City maintains all medical information confidential files; and provides employees with notices regarding their rights to continued coverage and ensures the City health insurance providers comply with this Act.

It is the policy of the City to limit the use or disclosure of protected health information (1) only as permitted or required by the Privacy Rule, as described in the Notice of Privacy Practices; or (2) as authorized in writing by the individual who is the subject of the information.

This policy applies only to those administrative functions by the City associated with health, dental, vision, prescription drug, and flexible spending account benefits provided by the City of Mount Pleasant. This policy does not apply to the responsibilities of the carriers that provide the City's health, dental, vision, prescription drug, and health reimbursement benefit plans to comply with the Privacy Rule. Further, this policy does not apply to individually identifiable health information that is maintained by the City in its role as employer. For example, this policy does not apply to information learned during pre-employment or drug testing, in processing workers' compensation, or in complying with the Family Medical Leave Act. As such, the City is considered a "hybrid entity" under the provisions of the Privacy Rule, and this policy shall apply only to the health care components previously described.

The City will maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the privacy of protected health information. These safeguards prevent the intentional or unintentional use or disclosure of protected health information and limit incidental use and disclosure of protected health information.

Neither HIPAA nor this policy protect individually identifiable health care information required for life insurance, disability insurance, workers' compensation, or employment records kept by the City in its capacity as an employer.

Reference: <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>

8.9 Whistleblower Protection Act

The City complies with the Texas Local Government Code, Section 554.002, whereby the City may not suspend or terminate the employment of, or take other adverse personnel action against a public employee, who in good faith, reports a violation of the law by the employing governmental entity or another public employee to an appropriate law enforcement authority.

In this section, a report is made to an appropriate law enforcement authority if the authority is part of a state or local governmental entity or the federal government that the employee in good faith believes is authorized to investigate or prosecute a violation of criminal law.

For more information on the related federal/state policy: <https://www.whistleblowers.gov>

8.10 Drug Free Workplace Act

The City of Mount Pleasant shall comply with the [Drug-Free Workplace Act of 1988](#) to ensure that its workplace is drug-free. Any employee found in violation of this policy shall be disciplined, and such discipline may include, but is not limited to, dismissal or the successful completion of a drug rehabilitation program.

Under the [Drug-Free Workplace Act](#), employees must, as a condition of employment, do the following:

1. Abide by the terms of the City's [Substance Abuse and Testing Policy \(See Section 5.4\)](#); and
2. Notify the Department Director of any criminal drug statute conviction (or a plea of no contest) for a violation occurring at the workplace no later than five (5) days after such conviction.
3. Conviction Notification: A Department Director, upon receiving notification of an employee's conviction (or plea of no contest), must notify the Human Resources Director or his/her representative immediately. The Human Resources Director or representative must ensure that the appropriate federal funding agency is notified of the conviction (or plea of no contest) within ten (10) days after the City was notified of the conviction (or plea of no contest). Failure to do so could jeopardize the City's receipt of federal monies.
4. Disciplinary Action: [The Drug-Free Workplace Act](#) requires the City to take appropriate disciplinary action within thirty (30) days after receiving notice of an employee's conviction for a violation (or plea of no contest) of a criminal drug statute at the workplace.

As a part of the disciplinary action, and as a condition of continued employment or re-employment, the employee may be required to successfully complete a drug-abuse assistance or similar program. Disciplinary action may also include dismissal from employment.

The action taken will be considered on a case-by-case basis, and such decisions will include the advice and counsel of the Human Resources Department and Legal Consultant.

5. Suspicious Activities: Supervisors who suspect that an employee engages in an illegal drug-related activity should notify the Department Head and consult with the Human Resources Director or his/her representative to determine a course of action.
6. Supervisory Responsibility: All supervisory personnel should familiarize themselves with the City's [Employee Assistance Program \(See Section 4.15\)](#).

8.11 Immigration Law Compliance

In accordance with immigration laws, the City must verify the employee's identity, on a [Form \(I-9 Form\)](#) provided by the [Department of Homeland Security, U.S. Citizenship and Immigration Services \(USCIS\)](#) and that anyone hired, recruited, or referred for employment is authorized to work in the United States.

The employee's portion of [Form I-9](#) must be completed at the time of hiring, and the City must complete the eligibility verification section requiring the examination of certain employment documents described below, within three (3) business days of the employee's hire date. The City

may accept a receipt for the application for a replacement document if the original document has been lost, stolen, or damaged and the individual is unable to provide the document necessary for verification within the required time. The individual must present the required documents within ninety (90) days of hire. A receipt for an application for initial work authorization or an extension of an expiring work authorization is not acceptable.

References:

<https://www.congress.gov/104/crpt/hrpt828/CRPT-104hrpt828.pdf>

https://en.wikipedia.org/wiki/Immigration_and_Nationality_Act

8.12 Paid Line of Duty Injury and Illness Leave for First Responders

Texas [H.B. 471](#) and Chapter 177A of Texas Local Government Code, which is currently in effect, creates a mandatory paid leave scheme for certain city employees who suffer an illness or injury while on duty. (See Section 4.12.)

Reference: <https://www.tml.org/902/August-11-2023-Number-32>

Appendix

- A - Nepotism Relationship Chart
- B - Personnel Action Form
- C - Outside Employment Disclosure Form
- D - Incentive Pay Guidelines
- E - Cell Phone Allowance Authorization Form
- F - Family Medical Leave Request Form
- G - Time Off Request Form
- H - Prohibited Technology Acknowledgement Form
- I - Travel Request and Advancement Form
- J - Confidentiality of Information Acknowledgement
- K - Wage Deduction Acknowledgement Form



AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Staff Contact: Anthony Rasor, Utilities Director

Department: Utilities

Subject: Consider Pay Request #7 to Schneider Electric for work on the Meter Replacement Project.

Item Summary:

Pay Request #7 is in the amount of \$334,343.58. Between October 24,2024 to November 19,2024 Schneider Electric changed out 405 ¾- inch meters, 70 – 1-inch meters, 44 – 2-inch meters. Total meters replaced to date is 5,391. Service lines are being evaluated to meet the Lead & Copper Rule.

Financial Impact:

Original Construction \$2,856,630.00

Billing to date \$2,188,577.85

Remaining Contract Cost \$668,052.15

The total amount of this pay request is 334,343.58

Recommendation(s):

Motion to approve pay request #7 in the amount of \$334,343.58 to Schneider Electric.

Attachments:

[MP Contractor Pay Request 7](#)

[Mt Pleasant PayApp7 Nov24 PC23P0040 Signed](#)

[Invoice 7 Meter Summary](#)

[Invoice 7 Map](#)



CONTRACTOR PAY REQUEST

PROJECT: City of Mount Pleasant Water Meters / PC23P0040

CONTRACTOR: Schneider Electric Buildings Americas, Inc.
P.O. Box 841868
Dallas, Texas 75284-1868

CONTACT: Keith Kaiser
832-603-0859
keith.kaiser@se.com

INVOICE NO.: 7
PAYMENT PERIOD: October 24, 2024 to November 19, 2024
PAYMENT SUBMITTED: December 3, 2024

SCHEDULE:	Effective Start Date (NTP):	02/09/24
	Substantial Completion	
	Days Allowed:	450
	Deadline:	05/04/25
	Days Remaining:	152
	% Scheduled used:	66%
	Final Completion	
	Days Allowed:	480
	Deadline:	06/03/25
	Days Remaining:	182
	% Scheduled used:	62%

PREVIOUS PAYMENTS		
Invoice	Date	Amount
1	7-Mar-24	\$ 320,969.85
2	7-Jun-24	\$ 129,450.49
3	6-Aug-24	\$ 215,103.70
4	3-Sep-24	\$ 381,100.07
5	1-Oct-24	\$ 329,793.65
6	5-Nov-24	\$ 477,816.52
7	7	
8	8	
9	9	
10	10	
11	11	
12	12	
13	13	
14	14	
15	15	
	Total	\$ 1,854,234.28

PAYMENT SUMMARY:	<u>Original Contract Amount:</u>	<u>Schedule</u>	<u>\$ 2,856,630.00</u>
	Change Order No. 1 (date):	No Change	<u>\$ -</u>
	Current Contract Amount:		<u>\$ 2,856,630.00</u>
	Total Value of Work to Date:		<u>\$ 2,303,766.16</u>
	Less Retainage: 5%		<u>\$ 115,188.31</u>
	Liquidated Damages: 0 Days @\$0 / Day		<u>\$ -</u>
	Less Previous Payments:		<u>\$ 1,854,234.28</u>
	Balance Due this Invoice:		<u>\$ 334,343.58</u>
	Percentage of Contract Paid to Date:		<u>76.6%</u>

REQUEST FOR PAYMENT:

Contractor:

Keith Kaiser

11/21/2024

Date

Recommended for Payment by
City of Mt. Pleasant

Date

APPLICATION NO: 7
PERIOD TO: November 20, 2024
APPLICATION DATE: December 3, 2024
CUSTOMER PO #: NA

Wire Transfer
Schneider Electric Buildings Americas, Inc.
Account# 4426558569
(Wire) Routing# 026009593
(ACH) Routing# 111000012
SWIFT# BOFAUS3N

TO: Greg Nyhoff
City of Mt Pleasant
501 N Madison Ave
Mount Pleasant, TX 75455
FROM: Schneider Electric Buildings Americas, Inc.
P.O. Box 841868
Dallas, Texas 75284-1868
PROJECT NAME/LOCATION(CITY,STATE)
City of Mt Pleasant/Mount Pleasant, TX

CONTRACT DATE: 1/16/2024

CONTRACTOR'S APPLICATION FOR PAYMENT CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER TOTAL	ADDITIONS	DEDUCTIONS
APPROVED THIS MONTH	0.00	0.00
TOTALS:	0.00	0.00
NET CHANGE BY CHANGE ORDERS	0.00	

- 1. ORIGINAL CONTRACT SUM..... \$2,856,630.00
- 2. NET CHANGE BY CHANGE ORDERS..... \$0.00
- 3. CONTRACT SUM TO DATE..... \$2,856,630.00
- 4. TOTAL COMPLETED AND STORED TO DATE..... \$2,303,766.16
- 5. RETAINAGE:
 - A. 5% OF COMPLETED WORK..... \$115,188.31
 - B. 5% OF STORED MATERIAL..... \$0.00
- TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J)..... \$115,188.31
- 6. TOTAL EARNED LESS RETAINAGE..... \$2,188,577.85
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$1,854,234.27
- 8. CURRENT PAYMENT DUE..... \$334,343.58
- 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$668,052.15

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Schneider Electric Buildings Americas, Inc.

BY: *[Signature]* DATE: 11/21/24

STATE OF: Texas COUNTY OF: Brazoria
SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st
DAY OF November, 2024
NOTARY PUBLIC
MY COMMISSION EXPIRES: 01/20/2028



Schneider Electric Buildings Americas, Inc.

APPLICATION NUMBER: 7
 APPLICATION DATE: December 3, 2024
 PERIOD TO: November 20, 2024
 ARCHITECT'S PROJECT NO: PC23P0040

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J REMAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	IGA Fee	58,000.00	58,000.00	0.00	0.00	58,000.00	100.00	0.00	2,900.00
2	Mobilization Fee	279,863.00	279,863.00	0.00	0.00	279,863.00	100.00	0.00	13,993.15
3	3/4x5/8" Meter Installation	1,158,525.00	962,775.00	91,125.00	0.00	1,053,900.00	90.97	104,625.00	52,695.00
4	4684 of 5149								
5	1" Meter Installation	122,400.00	92,250.00	15,750.00	0.00	108,000.00	88.24	14,400.00	5,400.00
6	480 of 544								
7	2" Meter Installation	394,912.00	218,784.00	60,544.00	0.00	279,328.00	70.73	115,534.00	13,966.40
8	203 of 287								
9	3" Meter Installation	16,100.00	5,648.00	4,600.00	0.00	10,248.00	63.65	5,852.00	512.40
10	3 of 7								
11	4" Meter Installation	60,264.00	5,642.00	33,480.00	0.00	39,122.00	64.92	21,142.00	1,956.10
12	11 of 18								
13	6" Meter Installation	118,482.00	16,926.00	33,852.00	0.00	50,778.00	42.86	67,704.00	2,538.90
14	10 of 21								
15	8" Meter Installation	15,749.00	0.00	0.00	0.00	0.00	0.00	15,749.00	0.00
16	0 of 1								
17	10" Meter Installation	31,878.00	0.00	0.00	0.00	0.00	0.00	31,878.00	0.00
18	0 of 2								
19	Meter Antenna Activation	137,248.00	110,499.55	12,224.61	0.00	122,724.16	89.42	14,523.84	6,136.21
20	5391 of 6029								
21	Meter Box Material	268,600.00	109,968.00	59,092.00	0.00	169,060.00	62.94	99,540.00	8,453.00
22	1070 of 1700								
23	Meter Box Installation	68,000.00	27,840.00	14,960.00	0.00	42,800.00	62.94	25,200.00	2,140.00
24	1070 of 1700								
25	LCRR Survey	126,609.00	63,630.00	26,313.00	0.00	89,943.00	71.04	36,666.00	4,497.15
26	4283 of 6029								
27									
28									
29									
30									
SUBTOTAL		2,856,630.00	1,951,825.55	351,940.61	0.00	2,303,766.16	80.65	552,863.84	115,188.31
TOTAL		2,856,630.00	1,951,825.55	351,940.61	0.00	2,303,766.16	80.65	552,863.84	115,188.31

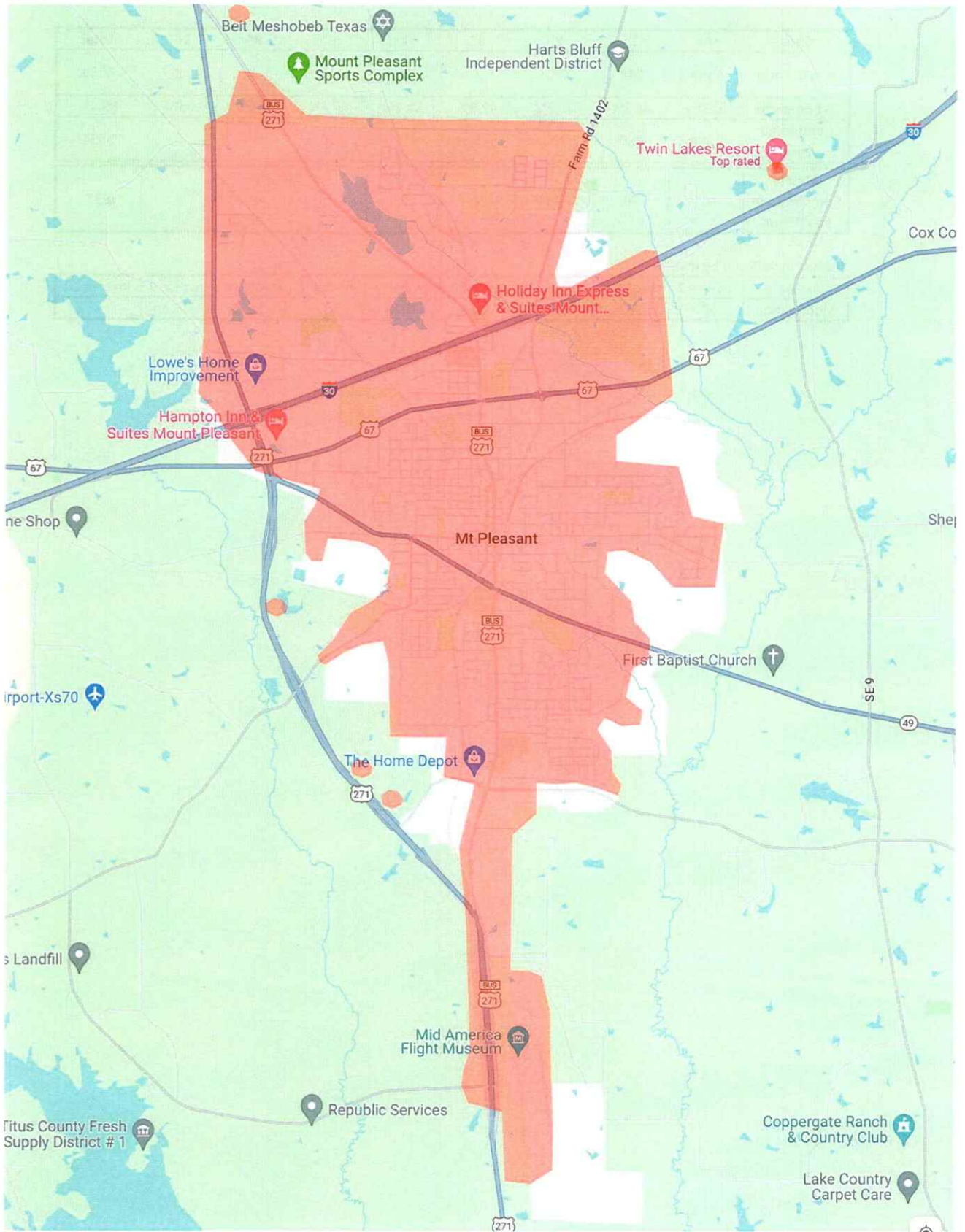
Invoice 7
 October 24 - November 19

Sizes	3/4"	1"	2"	3"	4"	6"	8"	10"	Total
Actual Total	5149	544	287	7	18	21	1	2	6029
% Complete	91.0%	88.2%	70.7%	42.9%	61.1%	47.6%	0.0%	0.0%	89.4%
Completed Total	4684	480	203	3	11	10	0	0	5391
Meters Completed In Pay Period	405	70	44	2	10	6	0	0	537

Meters Installed by Invoice

Invoice 1	Invoice 2	Invoice 3	Invoice 4	Invoice 5	Invoice 6	Invoice 7	Invoice 8	Invoice 9	Invoice 10
Mobilization	507	782	1347	1193	1025	537			

Mount Pleasant Meter Installation Map
11/19/2024





AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Staff Contact: Anthony Rasor, Utilities Director

Department: Utilities

Subject: Consider Pay Request #2 from Wicker Construction, Inc. for work performed on the West Loop Wastewater Collection Project.

Item Summary:

Pay Request #2 is in the amount of \$296,160.60. This pay request is for 25% Mobilization, 25% traffic control, 25% storm water pollution and clearing 15 acres of right of way this month.

Financial Impact:

Original Construction: \$9,816,351.10
Payments Previously Authorized: \$170,762.50
The amount of this pay request is: \$296,160.60

Recommendation(s):

Recommend a motion to approve pay request #2 in the amount of \$296,160.60.

Attachments:

[MP162 PE No. 2](#)

PROGRESS ESTIMATE

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

Estimate No.: 2
Date: December 3, 2024
Project: West Loop Wastewater Collection Improvements
Period: From: 10/26/2024 To: 11/25/2024
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): 15.69%
% Complete (\$): 3.80%
Project No: MP.162

Change Orders:
1 \$ _____ # 6 \$ _____
2 \$ _____ # 7 \$ _____
3 \$ _____ # 8 \$ _____
4 \$ _____ # 9 \$ _____
5 \$ _____ # 10 \$ _____
Total Change Orders: \$0.00
Total Adjusted Contract: \$9,816,351.10

PREVIOUS PAYMENTS AUTHORIZED
#1 170,762.50 #10 _____
#2 _____ #11 _____
#3 _____ #12 _____
#4 _____ #13 _____
#5 _____ #14 _____
#6 _____ #15 _____
#7 _____ #16 _____
#8 _____ #17 _____
#9 _____ #18 _____
Total Payments _____
Previously Authorized: \$170,762.50

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 (\$)
BASE BID								
1.01	Mobilization, Insurance, and Bonding	LS	1	0.25	0.25	0.50	\$485,000.00	\$242,500.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	0.00	0.25	0.25	\$15,000.00	\$3,750.00
1.03	Storm Water Pollution Prevention	LS	1	0.00	0.25	0.25	\$2,000.00	\$500.00
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	13.00	15.00	28.00	\$4,500.00	\$126,000.00
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 12/4/2024
Approved: CITY OF MOUNT PLEASANT
By _____
Date _____

Total Amount to Date	\$372,750.00
Material on Hand	\$118,748.00
Less 5% Retainage	\$24,574.90
Net Total	\$466,923.10
Less Previous Payments	\$170,762.50
Amount Payable to Contractor This Estimate	\$296,160.60



AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Staff Contact: Anthony Rasor, Utilities Director

Department: Utilities

Subject: Consider Pay Request #19 from Heritage Construction LLC for work performed at the Southside Wastewater Treatment Plant.

Item Summary:

Pay Request #19 is in the amount of \$587,310.33. This payment is for work performed at the WWTP including but not limited to installation of diffusers, blowers, piping, valves excavation of the effluent lift station and electrical wiring.

Financial Impact:

Amount Payable: \$587,310.33
Original Construction: \$40,549,300.00
Total Adjusted Contract: \$41,012,657.85
Completed Contract Cost to Date: \$27,366,034.80
Percentage time complete: 74.67%
Percent money: 56.19%

Recommendation(s):

Recommend a motion to approve Pay Request #19 in the amount of \$587,310.33.

Attachments:

[MP160 PE No. 19](#)

[MP160 PE No. 19 MOH w Invoice](#)

[#19-Pic1](#)

[#19-Pic2](#)

[#19-Pic3](#)

[#19-Pic4](#)

[#19-Pic5](#)

[#19-Pic6](#)

PROGRESS ESTIMATE

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

Estimate No.: 19

Date: November 25, 2024
Project: Southside WWTP Improvements
Period: From: 10/26/2024 To: 11/25/2024
Contractor: Heritage Constructors, Inc.
Address: 3737 Lamar Ave., Suite 700, Paris, TX 75460
Amount of Contract as Awarded: \$40,549,300.00

Notice to Proceed Date: May 15, 2023
Contract Time: 750 Days
% Complete (Time) 74.67%
% Complete (\$) 56.19%
Project No: MP.160

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

PREVIOUS PAYMENTS AUTHORIZED

#1 thru #9	<u>14,783,654.04</u>	#18	<u>675,331.04</u>
#10	<u>1,283,935.08</u>	#19	_____
#11	<u>1,100,742.51</u>	#20	_____
#12	<u>2,050,106.13</u>	#21	_____
#13	<u>2,417,335.80</u>	#22	_____
#14	<u>1,637,803.11</u>	#23	_____
#15	<u>1,185,105.12</u>	#24	_____
#16	<u>1,073,216.20</u>	#25	_____
#17	<u>1,158,805.77</u>	#26	_____

Total Payments Previously Authorized: \$27,366,034.80

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 (\$)
SCHEDULE 1.0 - BASE BID								
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	0.85		0.85	\$15,000.00	\$12,750.00
1.03	Headworks Facility							
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	0.95	0.03	0.98	\$750,000.00	\$735,000.00
1.03D	Major Equipment	LS	1	0.08	0.02	0.10	\$1,400,000.00	\$140,000.00
1.04	Aeration System							
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	0.93	0.03	0.96	\$900,000.00	\$864,000.00
1.04E	Major Equipment	LS	1	0.60	0.30	0.90	\$1,200,000.00	\$1,080,000.00
1.05	Final Clarifiers 1, 3 & 4							
1.05A	Excavation, Embedment, & Backfill	LS	1	1.00		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	0.98	0.02	1.00	\$750,000.00	\$750,000.00
1.05E	Major Equipment	LS	1	0.70		0.70	\$1,200,000.00	\$840,000.00
1.06	RAS/WAS Pump Station	LS	1	0.70	0.15	0.85	\$703,000.00	\$597,550.00
1.07	Tertiary Filter Improvements	LS	1	0.05	0.10	0.15	\$530,600.00	\$79,590.00
1.08	Disinfection System							
1.08A	Excavation, Embedment, & Backfill	LS	1	0.35		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	Effluent Lift Station							
1.09A	Excavation, Embedment, & Backfill	LS	1	0.30	0.20	0.50	\$271,000.00	\$135,500.00
1.09B	Concrete	LS	1	0.00	0.10	0.10	\$600,000.00	\$60,000.00
1.09C	Pumps, Pipe, & Valves	LS	1	0.00	0.05	0.05	\$200,000.00	\$10,000.00
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	Yard Piping and Plant Drain Lift Station							
1.12A	Yard Piping	LS	1	0.65	0.05	0.70	\$853,472.00	\$597,430.40
1.12B	Plant Drain Lift Station: Excavation, Embedment & Backfill	LS	1	1.00		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	0.05	0.95	\$129,000.00	\$122,550.00
1.13B	Trucking & Stockpiling	LS	1	0.90	0.05	0.95	\$685,000.00	\$650,750.00
1.13C	Fence & Gate	LS	1	0.00		0.00	\$75,000.00	\$0.00
1.13D	Miscellaneous Metals	LS	1	0.20	0.05	0.25	\$340,000.00	\$85,000.00
1.13E	Pavement	LS	1	0.00		0.00	\$400,000.00	\$0.00
1.14	SCADA and Power System Study Allowance	AL	1	0.05		0.05	\$200,000.00	\$10,000.00
1.15	Electrical and Controls							
1.15A	Temporary Power & Dewatering	LS	1	0.97	0.03	1.00	\$440,000.00	\$440,000.00
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	0.15	0.03	0.18	\$1,500,000.00	\$270,000.00
1.15E	Below Grade & Ductbanks	LS	1	0.25	0.10	0.35	\$1,800,000.00	\$630,000.00
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	*6 \$173,904.41	\$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	0.73	0.07	0.80	\$1,142,095.00	\$913,676.00
SCHEDULE 2.0 - BID ALTERNATES								
2.01	Clarifier No. 2 Rehabilitation	LS	1	0.05		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
FIELD WORK ORDER No. 1								
*WO1.1	Temporary Electric Conduit Reroute for Sludge Valves	LS	1	1.00		1.00	\$5,424.41	\$5,424.41
FIELD WORK ORDER No. 2								
*2WO2.1	Dewatering Press Modifications to Add a Circuit and Booster	LS	1	0.00		0.00	\$5,117.00	\$0.00
FIELD WORK ORDER No. 3								
*3WO3.1	Blower Building a Adjustment to avoid existing electrical conduits	LS	1	1.00		1.00	\$10,607.47	\$10,607.47
FIELD WORK ORDER No. 4								
*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
FIELD WORK ORDER No. 5								
*5WO5.1	Add approximately 1,000 LF o new fiber and upsize fiber conduits	LS	1	0.00	1.00	1.00	\$11,638.00	\$11,638.00
FIELD WORK ORDER No. 6								
*6WO6.1	Add Screw Pump Rehabilitation (Evoqua) Additional Cost, Contractor's fee, and Bond	LS	1	0.00		0.00	\$173,418.71	\$0.00
Change Order No. 1								
^CO 1.1	Refurbishment of Two (2) Existing 60-in Diameter Internalift Screw Pumps (Evoqua)	LS	1	0.10		0.10	\$463,357.85	\$46,335.79

*Per FWO No. 1; *2 Per FWO No. 2; *3Per FWO No. 3; *4 Per FWO No. 4; *5 Per FWO No. 5; *6 Per FWO No. 6

^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	\$23,043,207.07
Date	12/04/2024	Material on Hand	\$6,381,366.75
Approved:	CITY OF MOUNT PLEASANT	\$29,424,573.82	
By		Less 5% Retainage	\$1,471,228.69
Date		Net Total	\$27,953,345.13
		Less Previous Payments	\$27,366,034.80
		Amount Payable to Contractor This Estimate	\$587,310.33

MATERIALS ON HAND

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

Estimate No.: 19

Date: November 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	\$180,060.00	\$60,000.00
23.	Hayes (October Invoices 1028934, 937)		\$120,960.00	\$120,960.00	\$0.00
24.	H&K Electric (Oct Invoices 1014320, S8512171.001)		\$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	\$57,814.00	\$100,000.00
28.	Hayes Pipe (Nov. Invoices 103303, 1031047, 1031060)		\$152,205.05	\$62,205.05	\$90,000.00
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	\$50,443.00	\$89,000.00
34.	Hayes (Dec. Invoice 1038881)		\$38,086.00	\$38,086.00	\$0.00
35.	Hayes (Jan. Invoice 1040085)		\$176,506.00	\$35,506.00	\$141,000.00
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	\$40,560.00	\$121,000.00
44.	Walker (Feb Invoice 025524)		\$179,236.00	\$179,236.00	\$0.00
45.	Newman Regency (Mar Invoice 2260B18166)		\$537,916.00	\$55,000.00	\$482,916.00
46.	Evoqua (Apr Invoice 906415912)		\$781,850.00		\$781,850.00
47.	EDI (Apr Invoice 304498)		\$155,000.00	\$139,500.00	\$15,500.00

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 Soulutions (May Invoice 20240414)		\$117,000.00	\$17,000.00	\$100,000.00
53.	Hayes Pipe (May Invoices 1055460, 1055902, 1053952, 1056394)		\$61,029.00	\$61,029.00	\$0.00
54.	Seguin (May Invoice 2301105)		\$47,000.00	\$37,000.00	\$10,000.00
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	\$293,285.70	\$51,756.30
60.	CED - H&K (Aug Inv. 1014288,1014309,1014320,13276.60)		\$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	\$23,290.00	\$0.00
65.	Huber (Aug Inv. II10007747)		\$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)		\$10,902.00	\$10,902.00	\$0.00
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 (Oct Inv. 782458)		\$9,185.15	\$9,185.15	\$0.00
75.	Hayes (Oct Inv. 1083672)		\$9,964.00	\$9,964.00	\$0.00
76.	Municipal Valve (Oct Inv. 31746)		\$22,800.00	\$17,800.00	\$5,000.00
77.	Veolia (Nov Inv 24004808 RI 05000)	\$160,588.00			\$160,588.00

\$6,381,366.75



INVOICE

HERITAGE GENERAL CONTRACTORS
3737 LAMAR AVE - 700
JREYNOLDS@HCI1980.COM
PARIS TX 75460
United States

Ship To

SOUTHSIDE WWTP
2561 C.R. 4540
MOUNT PLEASANT TX 75455
United States

Project N°: 5000223020
Project Description: MOUNT-PLEASANT TX
Invoice No: 24004808 RI 05000
Invoice Date: 2024/10/18
Period to: 2024/10/18
Due Date: 2024/11/17
Customer Order Number: 198.VEO.101

Customer Reference: 1373480
Customer Contact:
Customer Number:
Customer Fax:
Customer Email:

Description of Work	Scheduled Work	Total Completed Invoice Line Amount	% Age	Previous Invoice Line Amount	Current Invoice Line Amount
1 95% upon delivery	160,588.00	160,588.00	100.00	0	160,588.00
2 5% upon start-up	8,452.00	0	0.00	0	0
TOTALS	169,040.00	160,588.00	95.00	0	160,588.00

WIRE INFORMATION

ROYAL BANK OF CANADA	
3131 COTE-VERTU, MONTREAL, QC	
Bank Transit	003 400 752 2 03051
Account #	400-752-2
IBAN	
SWIFT	ROYCCAT2

Total Invoice Amount	160,588.00
GST Amount	0
PST Amount	0
HST Amount	0
Total Due	160,588.00
Currency	USD
Payment Due	2024/11/17

REMIT PAYMENT TO

BOITE POSTALE 11331 SUCCURSALE CENTRE-VILLE MONTREAL QC H3C 5H1

GST/HST Registration	R 102 693785
PST Registration	1000012471

Interest in the maximum amount permitted under provincial law, or 2% per month (24% per year) whichever is less, will be charged on late payments.















AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

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

Department: City Manager/ EDC

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.

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 - FINAL to City - jlm rev clean - 1118242](#)

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

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]

Exhibit B

[Qualified Expenditures]

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"), the **CITY OF MOUNT PLEASANT, TEXAS** (hereinafter referred to as the "City"), 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) **City.** The word "City" means the City of Mount Pleasant, Texas.
- (d) **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 24.62-acre tract of land included as part of the Property.
- (e) **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.
- (f) **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."
- (g) **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.
- (h) **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.
- (i) **Property.** The word "Property" means the approximately 24.62-acre tract or tracts of land in the Lewis H. Bradley Survey, Abstract No. 21, City of Mount Pleasant, Titus County, Texas, as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (j) **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, 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.
- (k) **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 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 NEGLIGENCE 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 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 120th 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,

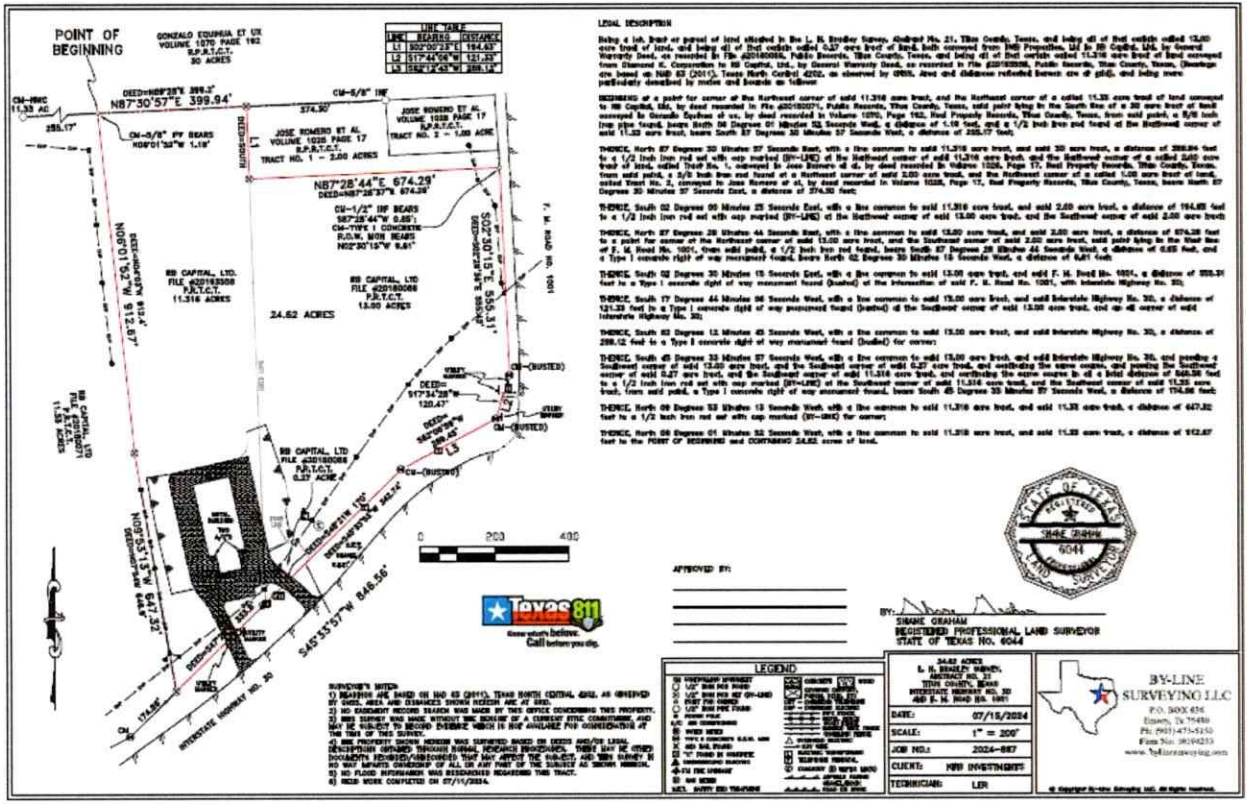
By: _____
Name: _____
Title: _____
Date Signed: _____

CITY:

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

By: _____
Tracy Craig, Mayor
Date Signed: _____

Exhibit A
[Description and or Depiction of Property]



LEGAL DESCRIPTION
 Being a lot, part or parcel of land situated in the L. H. BRADY SURVEY, Subplot No. 21, This County, Texas, and being all of that certain called 13.50 acre tract of land, and being all of that certain called 24.52 acre tract of land, both conveyed from JIM PROFFER, Ltd. to BB CAPITAL, LTD. by General Warranty Deed, as recorded in File 202140005, Public Records, This County, Texas, and being all of that certain called 13.50 acre tract of land conveyed from Clarence C. Chastain to BB Capital, Ltd. by General Warranty Deed, as recorded in File 202150008, Public Records, This County, Texas. (Description as found on Map 83 (2011), Texas Map, Cor. 4202, as observed by GPS, Area and distances reflected thereon are as given, and being more particularly described by notes and bounds as follows:

- BEING all of a part for corner of the Southeast corner of said 13.50 acre tract, and the Southeast corner of a certain 13.50 acre tract of land conveyed to BB Capital, Ltd. by deed recorded in File 202150007, Public Records, This County, Texas, said part being in the South line of a 20 acre tract of land conveyed to Grande Systems et al, by deed recorded in Volume 1028, Page 17, Real Property Records, This County, Texas, from said part, a 5/8 inch iron pipe found, bears South 88 Degrees 07 Minutes 02 Seconds West, a distance of 1.18 feet, and a 1/2 inch iron rod found of the Southeast corner of said 13.50 acre tract, bears South 87 Degrees 30 Minutes 37 Seconds West, a distance of 225.17 feet.
- THENCE, North 87 Degrees 30 Minutes 37 Seconds East, with a line extension to add 13.50 acre tract, and said 30 acre tract, a distance of 289.26 feet to a 1/2 inch iron rod set with iron marked (37-182) of the Southeast corner of said 13.50 acre tract, and the Southeast corner of a certain 24.52 acre tract of land, called Trap No. 1, conveyed to Jose Romero et al, by deed recorded in Volume 1028, Page 17, Real Property Records, This County, Texas, from said part, a 1/2 inch iron rod found of a northeast corner of said 2.00 acre tract, and the Southeast corner of a certain 1.00 acre tract of land, called Trap No. 2, conveyed to Jose Romero et al, by deed recorded in Volume 1028, Page 17, Real Property Records, This County, Texas, bears South 87 Degrees 30 Minutes 37 Seconds East, a distance of 374.50 feet.
- THENCE, South 82 Degrees 05 Minutes 25 Seconds East, with a line extension to add 13.50 acre tract, and said 2.00 acre tract, a distance of 194.85 feet to a 1/2 inch iron rod set with cap marked (37-182) of the Southeast corner of said 13.50 acre tract, and the Southeast corner of said 2.00 acre tract.
- THENCE, North 87 Degrees 30 Minutes 37 Seconds East, with a line extension to add 13.50 acre tract, and said 2.00 acre tract, a distance of 674.28 feet to a point for corner of the Southeast corner of said 13.50 acre tract, and the Southeast corner of said 2.00 acre tract, said part being in the East line of F. M. Road No. 1001, then said part, a 1/2 inch iron rod found, bears South 87 Degrees 30 Minutes 37 Seconds West, a distance of 6.00 feet, and a Type 1 concrete right of way monument found, bears South 82 Degrees 05 Minutes 25 Seconds West, a distance of 6.01 feet.
- THENCE, South 82 Degrees 05 Minutes 25 Seconds East, with a line extension to add 13.50 acre tract, and said F. M. Road No. 1001, a distance of 395.31 feet to a Type 1 concrete right of way monument found (Double) of the intersection of said F. M. Road No. 1001, with Interstate Highway No. 30.
- THENCE, South 17 Degree 44 Minutes 06 Seconds West, with a line extension to add 13.50 acre tract, and said Interstate Highway No. 30, a distance of 121.23 feet to a Type 1 concrete right of way monument found (Double) of the Southeast corner of said 13.50 acre tract, and up all corner of said Interstate Highway No. 30.
- THENCE, South 82 Degree 12 Minutes 43 Seconds West, with a line extension to add 13.50 acre tract, and said Interstate Highway No. 30, a distance of 289.12 feet to a Type 1 concrete right of way monument found (Double) for corner.
- THENCE, South 45 Degree 33 Minutes 37 Seconds West, with a line extension to add 13.50 acre tract, and said Interstate Highway No. 30, and passing to Southeast corner of said 13.50 acre tract, and the Southeast corner of said 6.07 acre tract, and continuing the same course, and passing to the Southeast corner of said 6.07 acre tract, and the Southeast corner of said 11.514 acre tract, and continuing the same course to a point distance of 549.28 feet to a 1/2 inch iron rod set with iron marked (37-182) of the Southeast corner of said 11.514 acre tract, and the Southeast corner of said 13.50 acre tract, from said part, a Type 1 concrete right of way monument found, bears South 85 Degree 33 Minutes 57 Seconds West, a distance of 174.58 feet.
- THENCE, North 88 Degree 35 Minutes 13 Seconds West, with a line extension to add 13.50 acre tract, and said 13.50 acre tract, a distance of 447.32 feet to a 1/2 inch iron rod set with cap marked (37-182) for corner.
- THENCE, North 88 Degree 05 Minutes 32 Seconds West, with a line extension to add 13.50 acre tract, and said 11.50 acre tract, a distance of 472.87 feet to the POINT OF BEGINNING and CONTAINING 24.52 acres of land.



APPROVED BY:

 SHANE GRAHAM
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 6044

LEGEND

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AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Staff Contact: Greg Nyhoff, City Manager

Department: Administration

Subject: City Manager's Report

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 November 2025](#)

[Animal Control November 2024](#)

[Code, Building, and Planning November 2024](#)

[Fire November 2024](#)

[Library November 2024](#)

[Police November 2024](#)

[Public Works November 2024](#)

[Utilities November 2024](#)

AIRPORT MONTHLY REPORT

Nov-24

Item/Activity	This month	Total YTD	This Month Year Ago	Total Year Ago
AIRPORT OPERATIONS	786	1592	826	1522
Fixed Wing Reciprocating - Single	528	1,042	550	1018
Fixed Wing Reciprocating - Twin	76	144	60	96
Fixed Wing Turboprop	38	74	58	90
Fixed Wing Jet	60	120	90	182
Helicopter	84	212	68	136
BASED AIRCRAFT				
	141		130	
SALES				
Total Fuel Sale (Gals)	19,035	35,695	18,456	33,156
100LL Fuel Sold (Gals)	6,645	13,055	5,331	10,371
Jet Fuel Sold (Gals)	12,390	22,640	13,125	22,785
Revenue	\$100,920.61	\$192,460.73	\$109,611.32	\$202,883.60
Total Fuel Sale (\$)	\$86,925.40	\$163,602.54	\$94,638.96	\$171,362.58
Aviation Oil w/o tax(\$)	\$361.63	\$1,006.06	\$959.74	\$1,925.13
Misc Sales w/o tax(\$)	\$31.18	\$62.12	\$42.62	\$110.89
Rental / Lease Income (\$)	\$13,570.00	\$27,790.00	\$13,970.00	\$29,485.00
Accounting				
Sales Tax Collected (\$)	\$32.41	COMMENTS		
Cash Sales Including Tax (\$)	\$420.00			
Deposits (\$)	\$420.00			
Cash on Hand (\$)	\$100.00			



CITY OF MT. PLEASANT ANIMAL CONTROL

CALENDAR MONTHLY REPORT 2024

November

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	95	123	-23%	1157	68	1034	123	12%
Animal Bite Reports	0	3	-100%	40	3	39	1	3%
Warnings Issued	1	3	-67%	50	2	72	-22	-31%
Citations Issued	8	7	14%	111	10	98	13	13%
Complaints filed with Court	0	0	0%	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	38	37	418	19%	33	500	-82	-16%
Mount Pleasant Public	50	44	649	30%	52	666	-17	-3%
Titus County Public	52	64	782	36%	63	795	-13	-2%
Pittsburg Public	8	19	145	7%	12	81	64	79%
Gilmer Public	9	8	160	7%	15	180	-20	-11%
Total Delivery Activity	157	172	2154	100%	175	2222	-68	-3%
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	11	9	22%	127	15	225	-98	-44%
Animals Adopted	42	36	17%	441	30	392	49	13%
Animals given to Rescue Org's	59	44	34%	610	38	710	-100	-14%
Animals Euthanized	50	64	-22%	968	81	821	147	18%
Animal Died Natural Causes	2	3	-33%	16	1	26	-10	-38%
Total Animals Released	164	156	5%	2162	165	2174	-12	-1%
Animals Chipped	53	44	20%	535	44	520	15	3%
Adoption without Fee	3	6	N/A	83	0	51	32	63%
Adoption Fees Received	\$2,535	\$1,513	N/A	\$22,893	\$1,622	\$22,760	\$133	1%

PLANNING & ZONING
MONTHLY REPORT
NOVEMBER 2024-2025

Minor Plats					
Total					
Site Plans					
Total					
Final Plat					
Filing Fee					
Total					
Filing Fee					
Total					
Total					
Replat	RP-2024-15	Jean / Claudia Blalock	Country Club Estates lot 20	\$ 250.00	
Filing Fee				\$ 120.00	
Total	1			\$ 370.00	11/06/24
Zoning	Z-2024-09	Steven Capps	271 and Deer Park Ln	\$ 250.00	
Total	1			\$ 250.00	11/18/24
Variances & Appeals					
Total					
Street Closure					
Total					
Preliminary Pre-plat					
Total					
Grand Total	2			\$ 620.00	
TOTAL YEAR TO DATE	6			\$ 2,230.00	


Director of Development Services



REPLAT APPLICATION

CITY OF MOUNT PLEASANT
500 N MADISON
MOUNT PLEASANT, TX 75455
903-575-4149

BUSINESS OWNER (LEGAL ENTITY): _____ dba _____

Official Address to send all City correspondence: 3013 Fareway Lane, Mt. Pleasant, Tx 75455

City: Mt. Pleasant State: TX Zip: 75455

Applicant/Agent Name: Jean Blalock

Mailing Address: 3013 Fareway Lane City: Mt. Pleasant State: TX Zip: 75455

Telephone: 903-573-0198 Cell: 903-573-0198 Email: cblalock67@yahoo.com

PROPERTY OWNER (PLEASE PRINT): Jean L. Blalock

Signature: X

Mailing Address: 3013 Fareway Lane City: Mt. Pleasant State: TX Zip: 75455

Telephone: 903-573-0198 Cell: 903-573-0198 Email: cblalock67@yahoo.com

PROPERTY DESCRIPTION

Street Address of Property (or intersection): Fareway Lane

LEGAL DESCRIPTION: Country Club Estates Lot 20

Provide Metes and Bounds Description on Plat

PRESENT USE OF PROPERTY (CIRCLE ONE)

- Vacant Land
- Vacant Building
- Single Family Dwelling
- Commercial
- Multi- Family Dwelling
- Industrial
- Other: _____

ACKNOWLEDGEMENTS

Notarized Signature: Applicant, Owner, or Authorized Agent: X Claudia Blalock

(Notary Certificate Must be Attached to Application)

Office use Only:

PA 11-6-24 CKA 1401

Case #: RP-2021-15 Fee: \$250.00 + \$120.00 Filing Fee Date Submitted: 11-6-24

Accepted by: Keajia Reynolds Current Zoning: _____



DATE OF APPLICATION: 11-18-24
REZONE FILING FEE: \$250.00
DATE PAID: 11-18-24
RECEIPT NUMBER: 130131

Z 2024-09

APPLICATION TO REZONE

Planning & Zoning Commission
City of Mount Pleasant
Mount Pleasant, Texas 75455

Ladies and Gentlemen:

I hereby make application to rezone the property described on the Tax Roll of the City of Mount Pleasant as:

Lot: _____ Block: _____
Addition: Deer Park Estates Phase 2, 3, 4, 5 (see ATTN)
Said property is owned by: Capps Properties Ltd, Steven Capps - President
Located at: Corner of Business 271 and Deer Park Lane
The property is presently zoned as: Future Development
Request zoning to be changed to: SF-2 - phase 4-5
SF-1 - phase 1-3 previous case
Applicant name: Capps Properties Ltd - Steven Capps
Applicant mailing address: 1610 Shadywood Ln. Mt Pleasant TX 75455
Applicant phone number: 903-563-5480

AUTHORIZATION BY OWNER TO APPLICANT

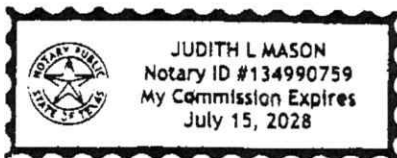
STATE OF TEXAS
COUNTY OF TEXAS

BEFORE ME, the undersigned authority, on this date personally appeared STEVEN M. Capps, known to me to be the person whose name is subscribed hereto and upon his oath deposed and stated:

"My name is Steven M. Capps / Capps Properties, LTD and I am a resident of Tarrant County, Texas. I am the owner of the above described property and I hereby certify that I have given my permission to the City of Mount Pleasant to make the above Application to Rezone and change the zoning of said property.

Steven M. Capps
Signature

SUBSCRIBED AND SWORN TO before me on this the 18th day of Nov., 2024, by Judith L Mason.



Judith L Mason
Notary Public, State of Texas

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

ITEM--ACTIVITY	THIS MONTH	TOTAL YTD	THIS MO YR AGO	TOTAL YR AGO
* PERMITS *				
New Residential	0	2	1	1
New Commercial	2	3	3	3
New Multi Family	0	0	0	0
New Town Homes	0	0	0	0
New Duplex	0	2	0	0
Other Permits	44	109	54	108
Certificates of Occupancy	4	13	6	12
Licenses	3	4	1	3
Non Profit Special Event Permits	3	5	1	5
Special Event Permits	0	0	0	0
TOTAL PERMITS / LICENSES	56	138	66	132
VALUE				
Residential Value	0.00	0.00	0.00	0.00
Commercial Value	17,650,000.00	19,393,646.00	6,030,000.00	6,030,000.00
Multi Family	0.00	0.00		0.00
Town Homes	0.00	0.00		0.00
Duplex	0.00	0.00		0.00
TOTAL VALUE	17,650,000.00	19,393,646.00	6,030,000.00	6,030,000.00
* INSPECTIONS *				
Residential Bldg	97	260	90	202
Commercial Bldg	54	116	61	108
Other Inspections	40	94	39	89
Grease Traps	26	46	50	94
Re-inspections	0	0	0	0
TOTAL INSPECTIONS	217	516	240	493
REVENUE				
New Residential Bldg	\$ -	\$ 3,234.50	\$ 1,215.00	\$ 1,215.00
New Commercial Bldg	\$ 67,130.50	\$ 75,465.06	\$ 26,768.25	\$ 26,768.25
New Multi Family	\$ -	\$ -	\$ -	\$ -
New Town Homes	\$ -	\$ -	\$ -	\$ -
New Duplex	\$ -	\$ 1,298.00	\$ -	\$ -
Other Permits	\$ 15,921.91	\$ 22,769.02	\$ 8,397.83	\$ 17,289.13
Re-Inspections	\$ -	\$ -	\$ -	\$ -
Re-Instate permit	\$ -	\$ -	\$ -	\$ -
Certificates of Occupancy	\$ 200.00	\$ 650.00	\$ 300.00	\$ 600.00
Licenses & Exams	\$ 150.00	\$ 200.00	\$ 50.00	\$ 125.00
Special Event Permits	\$ -		\$ -	\$ -
TOTAL REVENUE	\$ 83,402.41	\$ 103,616.58	\$ 36,731.08	\$ 45,997.38


Building Official

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

Type	Permit #	Name	Address	Fees Due	Date Paid	Valuation
New Res.						
Total	0					
Residential	24-0706	Brigido Barbos	1904 Alvis	\$135.00	11/04/24	
Add-on Remodel	24-0715	Gabriel Flores	702 Hickory	\$165.00	11/07/24	
	24-0731	Ari Ojendis	108 Margaret	\$108.00	11/13/24	
	24-0745	Maria Escobar	909 N Edwards	\$75.00	11/20/24	
Total	4			\$483.00		
New Comm.	24-0721	Misael Balderas	2208 W Ferguson		11/12/24	\$ 150,000.00
	24-0728	Jackson Construction	130 Tankersley	\$65,845.25	11/14/24	\$ 17,500,000.00
Total	2			\$65,845.25		\$ 17,650,000.00
Commercial						
Add-on Remodel	24-0737	Jahaziel Rosales	612 Choctaw	\$50.00	11/15/24	\$ 300.00
Total	1			\$50.00		\$ 300.00
Multi-Family						
Add On / Remodel	24-0743	Billy Odom Roofing	500 W 17th	\$2,013.25	11/19/24	\$ 280,000.00
Total	1			\$2,013.25		\$ 280,000.00
Accessory Building	24-0724	Mt. Pleasant Habitat	906 E 9th	\$50.00	11/12/24	
	24-0749	Carmen Saldivar	1912 E 1st	\$50.00	11/22/24	
Total	2			\$100.00		
Sign	24-0712	Legacy 43 LLC	1401 S Jefferson	\$35.00	11/06/24	
	24-0716	B & E Signs	44 Tankersley	\$225.00	11/12/24	
	24-0726	A Golden Estate	407 Hickory	\$35.00	11/12/24	
	24-0734	Bakers Signs	2055 W Burton	\$75.00	11/14/24	
	24-0752	Donnie Duncan	1203 W Ferguson	\$75.00	11/25/24	
	24-0756	Sign Masters	2045 Burton	\$75.00	11/25/24	
	24-0759	Yuridia Ponce	511 W 1st	\$35.00	11/27/24	
Total	7			\$555.00		
Electrical	24-0723	CD Electrical	1003 Rikkity	\$75.00	11/12/24	
	24-0730	Crawford Electric	807 W 16th	\$75.00	11/13/24	
	24-0736	Sirio Solar	1105 W 9th	\$75.00	11/24/24	
	24-0755	Blackstone Electric	1004 W Pecan	\$75.00	11/26/24	
Total	4			\$300.00		
Plumbing	24-0707	Brad Hulse	202 MacKinnon	\$75.00	billed 11/4/24	
	24-0709	Brad Hulse	3800 Sneads	\$75.00	billed 11/5/24	
	24-0718	Brad Hulse	1401 S Lide	\$75.00	billed 11/12/24	
	24-0720	Brad Hulse	609 Baker	\$75.00	billed 11/12/24	
	24-0727	Brad Hulse	901 W 9th	\$75.00	billed 11/13/24	
	24-0735	Brad Hulse	514 Brookwood	\$75.00	billed 11/14/24	
	24-0738	Lochridge Priest	812 S Jefferson	\$50.00	11/18/24	\$ 150.00

	24-0742	Brad Hulse	416 E 16th	\$6,000.00	11/20/24	(6 inc fire line)
	24-0744	C & C Slab Leaks	1904 S Jefferson	\$413.86	11/25/24	\$ 26,100.00
	24-0750	J & J Plumbing	402 E 4th	\$75.00	billed 11/22/24	
	24-0757	Brad Hulse	102 Tankersley	\$75.00	billed 11/26/24	
Total	11			\$7,063.86		\$ 26,250.00
Demo						
Total	0					
Fence	24-0725	Habitat for Humanity	906 E 9th	\$50.00	11/12/24	
Total	1			\$50.00		
Misc.						
Total	0					
CO	24-0708	Legacy Athletics	208 Alexander	\$50.00	11/04/24	
	24-0710	Saucedo Oil Field Serv	101 N Miller	\$50.00	11/05/24	
	24-0746	10th Planet MP	412 N Jefferson	\$50.00	11/20/24	
	24-0753	Raw Iron Gym	1203 W Ferguson	\$50.00	11/25/24	
Total	4			\$200.00		
Concrete	24-0663	AEP	205 Alexander	\$3,957.75	11/01/24	\$ 650,000.00
	24-0713	Cruz Construction	1502 Mulberry	\$192.75	11/06/24	\$ 10,000.00
	24-0719	Brittany Wildt	409 W 1st	\$262.75	11/14/24	\$ 15,000.00
	24-0731	Ari Ojendis	108 Margaret	\$50.00	11/13/24	
	24-0748	Juan Gaona	107 W Pecan	\$50.00	11/22/24	
Total	5			\$4,513.25		\$ 675,000.00
Roof	24-0729	Calixto Reyes	410 E Arizona	\$50.00	11/13/24	
	24-0733	Donovan Garcia	601 S Lide	\$50.00	11/14/24	
	24-0739	Double M Roofing	3012 Fareway	\$50.00	11/19/24	
	24-0751	Castula Rameriz	814 N Johnson	\$50.00	11/25/24	
Total	4			\$200.00		
Mechanical	24-0703	Adams Aire	1307 S Jefferson	\$75.00	billed 11/01/24	
	24-0704	Adams Aire	1309 S Jefferson	\$75.00	billed 11/01/24	
	24-0714	Rodney Rinehart	404 N Jefferson	\$293.55	11/12/24	\$ 17,200.00
	24-0760	A & E Air	1223 Hubbard	\$150.00	11/27/24	
Total	4			\$593.55		\$ 17,200.00
Irrigation						
Total	0					
Pool / Spa						
Total	0					
Licenses	SC4372981	B & E Signs	Seagoville TX	\$50.00	11/12/24	
	SC9044819	Baker Signs	Conroe TX	\$50.00	11/11/24	
	SC2212647	Sign Masters	Tyler TX	\$50.00	11/25/25	
Total	3			\$150.00		
Special Event	24-0717	Christmas Parade	1800 N Jefferson	\$0.00		
	24-0722	Lady of Guadalupe	1800 N Jefferson	\$0.00		

	24-0747	MLK March	1104 Searcy	\$0.00		
Total	3			\$0.00		
Total	56			\$ 83,402.41		\$18,648,750.00

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

	Case Starts	Completed Cases	Total Cases	Total Inspections	Notification Letter +
Food Service					
Routine Food Service Inspections	9	8	9	16	0
Junk Vehicles					
Inoperable Vehicles	18	17	31	65	20
Open Storage					
Open Storage	2	1	2	3	3
Property Maintenance					
Property Maintenance	7	12	18	49	11
Trash & Rubbish					
Trash & Rubbish	9	8	16	28	11
Weeds & Grass					
Growth Over Curb	0	2	2	3	0
Weeds & Grass	1	4	5	11	1
Zoning					
Zoning	2	0	2	4	4
Totals	48	52	85	179	50

City of Mount Pleasant's
Code Compliance Activity Report
 10/01/24 to 11/01/24

	Case Starts	Completed Cases	Total Cases	Total Inspections	Notification Letter +
Food Service					
Food Service Complaint	0	0	0	2	0
Routine Food Service Inspections	3	6	6	26	0
Junk Vehicles					
Inoperable Vehicles	17	6	10	58	22
Miscellaneous					
Blind Corner	1	1	1	2	2
No Posted Address	1	1	2	1	1
Open Storage					
Open Storage	1	3	3	4	2
Property Maintenance					
Property Maintenance	2	6	7	37	4
Sign Regulations					
Sign Regulations-Business	0	0	0	1	0
Trash & Rubbish					
Trash & Rubbish	6	27	29	80	12
Weeds & Grass					
Growth Over Curb	2	1	1	4	2
Weeds & Grass	61	85	98	242	65
Zoning					
Zoning	0	1	1	1	0
Totals	94	137	158	458	110



Mount Pleasant Fire Department Monthly Report November 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
Fires				
100-Fire, other		1		
111-Building Fire	3	4	3	5
112-Fire in structure other than building	1	1		
113-Cooking fire, confined to container	1	1	2	2
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	1	1		
130-Mobile property fire, other				
131-Passenger vehicle fire		2	2	5
132-Road freight or transport vehicle fire		1		
134-Water vehicle fire				
135-Aircraft Fire				
137-Camper or RV fire				
138-Off road/heavy equipment fire		1		
140-Natural vegetation fire, other				
141-Forest, woods, or wildland fire	1	16	3	7
143 - Grass fire				
150-Outside rubbish fire, other		1		
151-Outsid rubbish, trash or waste fire				
152-Garbage dump or landfill fire				
154-Dumpster fire				
160-Special outside fire, other				
161-Outside Storage Fire				
162-Outside equipment fire				1
163-Outside gas or vapor combustion explosion				1



Mount Pleasant Fire Department Monthly Report November 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
170- Cultivated vegetation/crop fire				
173-Cultivated trees/nursery fire				
OverPressure Rupture, Explosion, Overheat (NO FIRE)				
220-Overpressure rupture, other				
251-Excessiveheat, scorch burns with no ignition				
Rescue & EMS				
300-Rescue, EMS incident, other				
311-Vehicle accident, patient care only	23	44	17	33
321-EMS 1st Responder call	9	17	12	16
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				
351-Extrication of victim from bldg./structure				
352-Extrication of victim from vehicle	3	5	3	4
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				



Mount Pleasant Fire Department Monthly Report November 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
365-Water Craft rescue				
372-Trapped by power lines				
Hazardous Condition (NO FIRE)				
400-Hazardous condition, other		1		
411-Gasline or other flammable liquid spill	1	2	1	1
412-Gas leak		4	6	10
413-Oil or other combustible liquid spill	1			
423-Refrigeration leak				
424-Carbon monoxide incident				1
440-Electrical wiring problem, other				
441-Heat from short circuit (wiring). Defective/worn				
442-Overheated motor				
443-Breakdown of light ballast				
444-Power line down	1	1	1	3
445-Arcing, shorted electrical equipment		2		
460-Accident,potential accident, other				
461-Bldg/Structure weakened or collapse				
462-Aircraft standby				
Service Calls				
500-Service call, other				
511-Lockout				
521-Water evacuation				
522-Water or steam leak				
531-Smoke or odor removal	1	1		
542-Animal rescue	1	2		
550-Public service assistance, other				
551-Assist police				
552-Police matter				
553-Public Service			1	1



Mount Pleasant Fire Department Monthly Report November 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
554-Assist Invalid			1	1
561-Unauthorized burning	2	4	2	12
571-Cover assignment, standby, move up		2		
Good Intent Calls				
600-Good intent call, other	4	10	5	24
611-Dispatched & cancelled enroute		3	2	4
622-No incident found at address				
631-Authorized controlled burn	2	6		
641-Vicinity alarm (incident in other location)				
650 – Steam, other gas mistaken for smoke				
651-Smoke scare, odor of smoke			1	2
652-Steam or vapor thought to be smoke				
671-HAZMAT release investigation				
672-Bio hazard investigation, none found				
False Alarms				
700-False alarm or false call, other	9	15	7	23
710-Malicious false alarm				
711-Municipal alarm system, malicious false alarm			1	1
721- Bomb Scare - No Bomb				
730-False alarm, or false call, other				
731-Sprinkler activation due to malfunction				
733-Smoke detector malfunction		1		1
735-Alarm system malfunction		1		
736-CO detector malfunction	1	1	2	4
740-Unintentional transmission of alarm, other				



Mount Pleasant Fire Department Monthly Report November 2024

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
741-Sprinkler activation, unintentional				
743-Smoke detector activation, unintentional	2	3		
744-Dector activation, unintentional				
745-Alarm System activation, unintentional	2	2	1	2
746-CO detector activation, no CO			1	1
Severe Weather & Natural Disaster				
800-Severe weather or natural disaster, other				
814- Lightning strike (no fire)				
Special Incidents				
911-Citizen complaint	1	5	1	5
TOTALS	70	161	75	170

ITEM/ACTIVITY	THIS MONTH	TOTAL YTD	THIS MONTH YEAR AGO	TOTAL YEAR AGO
CIRCULATION OF MATERIALS	5,152	10,076	4,933	10,849
Adult Books	1,092	2,290	1,325	2,866
Youth Books	2,301	4,253	1,772	4,129
Espanol Books	191	354	139	305
Audio Books -- Adult	128	242	84	200
Audio Books -- Juvenile	21	48	24	51
Magazines	12	37	22	32
Videos & DVDs	682	1,382	587	1,467
Uncataloged Items	13	32	20	61
Ebooks	659	1,355	839	1,698
Interlibrary Loan Requests (Patrons)	10	18	13	26
Interlibrary Loan Requests (Libraries)	43	65	8	14
COLLECTION DEVELOPMENT	166	380	229	466
Books Added to Collection	135	319	189	398
AV Added to Collection	31	61	40	68
Total Number of Items in Collection	31,770	31,770	30,515	30,515
MEMBERSHIP				
Library Membership--County	34	63	16	49
Library Membership--Out-of-County	10	15	6	21
TexShare Membership--County	0	1	0	1
TexShare Membership--Out-of-County	2	5	4	6
Total Number of Registered Borrowers	19,465	19,465	18,680	18,680
FEES COLLECTED	\$1,327.75	\$3,258.20	\$857.75	\$2,170.25
Fines Collected for Month	\$238.25	\$535.25	\$132.50	\$443.25
Out-of-County Membership Fee	\$200.00	\$300.00	\$120.00	\$300.00
Copies / Misc. / Forms / Coin copier	\$539.50	\$1,528.00	\$382.25	\$1,016.00
Interlibrary Loan Fees Collected for Month	\$12.00	\$44.00	\$30.00	\$63.00
Contributions / Memorials / Summer Programs	\$137.75	\$408.75	\$116.00	\$581.00
Book Replacement & Damage Fees	\$200.25	\$442.20	\$77.00	\$149.25
LIBRARY SERVICES				
Computer Users-Sessions	355	806	320	884
TexShare Database Users	6	28	36	47
Programs Offered-Children's	17	44	5	14
Programs Offered --Adult	5	12	2	4
Program Attendance-Children	787	1,244	100	223
Program Attendance-Adults	13	57	15	28
MISC.				
Patrons Entering Library	3,225	6,816	2,805	6,570
Patrons Entering Museum	375	717	230	597
Library Website Visits (http://urchin.civicplused.com)	n/a	n/a	n/a	n/a
Facebook Visits	2,581	5,230	2,801	5,923
Volunteer Hours	33	65.25	37	65

Lupe Herrera, Director
Mount Pleasant Public Library

MOUNT PLEASANT POLICE DEPARTMENT MONTHLY REPORT 2024

NIBRS - NOVEMBER	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	1	2	-50%	8	1	10	-2	-20%
RAPE BY FORCE	1	2	-50%	8	1	10	-2	-20%
ATTEMPTS TO COMMIT	0	0	0%	0	0	0	0	0%
ROBBERY	1	1	0%	6	0	4	2	50%
FIREARM	0	0	0%	2	0	1	1	100%
KNIFE OR CUTTING INSRT.	0	0	0%	0	0	0	0	0%
OTHER DANGEROUS WEAPON	1	0	100%	2	0	2	0	0%
STRONG ARM	0	1	-100%	2	0	1	1	100%
ASSAULT	15	21	-29%	115	16	196	-81	-41%
FIREARM	1	2	-50%	5	5	32	-27	-84%
KNIFE OR CUTTING INSRT.	1	0	100%	4	0	9	-5	-56%
OTHER DANGEROUS WEAPON	2	6	-67%	12	0	5	7	140%
HANDS, FIST, FEET-AGG INJ	0	0	0%	0	0	4	-4	-100%
OTHER ASSAULT NOT AGG	11	13	-15%	94	11	146	-52	-36%
BURGLARY	3	5	-40%	51	13	76	-25	-33%
RESIDENTIAL	2	0	200%	19	2	17	2	12%
NON RESIDENTIAL	0	1	-100%	5	0	11	-6	-55%
VEHICLE	1	4	-75%	27	11	48	-21	-44%
THEFT (NOT VEHICLE)	13	17	-24%	164	18	170	-6	-4%
MOTOR VEHICLE THEFT	0	1	-100%	35	1	19	16	84%
AUTO	0	1	-100%	21	1	19	2	11%
TRUCKS AND BUSES	0	0	0%	1	0	0	1	100%
OTHER VEHICLES	0	0	0%	13	0	0	13	1300%
Total NIBRS	33	47	-30%	380	49	478	-98	-21%

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	218	213	2%	3084	269	3357	-273	-8%
WARNINGS ISSUED	370	494	-25%	5483	304	4497	986	22%
TOTAL ACCIDENTS	45	46	-2%	488	55	529	-41	-8%
FATAL ACCIDENTS	0	1	-100%	3	0	1	2	200%
INJURY ACCIDENTS	11	10	10%	122	21	153	-31	-20%
DWI CASES	12	8	50%	94	17	105	-11	-10%

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	1384	1429	-3%	15508	1316	18169	-2661	-15%
FAMILY VIOLENCE	8	11	-27%	74	7	95	-21	-22%

*TOTAL ACCIDENT NUMBERS ARE SUBJECT TO CHANGE

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

Fiscal Year 2024-2025

Month November 2024

<u>STREET DEPARTMENT</u>	<u>THIS MONTH</u>	<u>TOTAL YTD</u>	<u>MONTH YEAR AGO</u>	<u>TOTAL YEAR AGO</u>
Work Orders Received	<u>17</u>	<u>29</u>	<u>12</u>	<u>24</u>
Work Orders Completed	<u>17</u>	<u>29</u>	<u>11</u>	<u>22</u>
Patching Materials Used (Tons)	<u>19</u>	<u>50</u>	<u>60</u>	<u>120</u>
Hours Mowing	<u>0</u>	<u>10</u>	<u>0</u>	<u>12</u>
Hours Sweeping (320 hrs.)/Edging	<u>160</u>	<u>320</u>	<u>240</u>	<u>480</u>
Crack Seal (400 hrs.)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Grass Spaying	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

PARKS DEPARTMENT

SOLID WASTE DIVISION

This Month 65,424 C.Y. 26,179.96 Tons

This Month Year Ago 111,934 C.Y. 39,447.07 Tons

Total YTD 136,682 C.Y. 50,998.61 Tons

Total Year Ago 251,678 C.Y. 79,936.88 Tons



Garrett Houston, Director of Public Works

City of Mount Pleasant Utility Department

Fiscal Year: 2024-2025

Month: November 2024

Wastewater Treatment Division

	This Month	This Month Year Ago
Average Flow Tested	1.885 MGD	1.894 MGD
Maximum Flow Treated	2.969 MGD	3.247 MGD

Comments:

Water Treatment Division

	This Month	This Month Year Ago
300 Lakewood Location:		
Average Flow Treated	4.839 MGD	5.144 MGD
Maximum Flow Treated	6.162 MGD	6.589 MGD

510 CR 2300 Location:

Average Flow Treated	1.191 MGD	1.317 MGD
Maximum Flow Treated	2.38 MGD	2.96 MGD

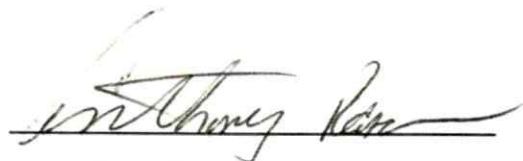
Calendar Year Raw Water Usage

	AC/FT YTD	AC/FT YTD Year Ago
Lake Bob Sandlin – Allotment 7,000 AC/FT	4300.563 acre feet	4153.235 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:

Utility Maintenance Division

	This Month	This Month Year Ago
Work Orders		
Water	16	18
Sewer	17	17
Work Orders Completed	33	35



Anthony Rasor, Utilities Director



AGENDA ITEM REPORT

Meeting: City Council - Dec 17 2024

Department:

Subject: EXECUTIVE SESSION

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) concerning Economic Development Corporation Project(s).

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) and Personnel Matters (Tex. Gov't Code §551.074) Discussion of status of recruitment for City Manager

Consultation with Attorney (Tex. Gov't Code §551.071) regarding pending or contemplated litigation; or a settlement offer; or on a matter in which in which the attorney has a duty to consult confidentially with the governmental body under the Texas Disciplinary Rules of Professional Conduct

Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074); discuss the appointment and employment of Council Appointees.

Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074); discuss possible Board and Commission Appointees.