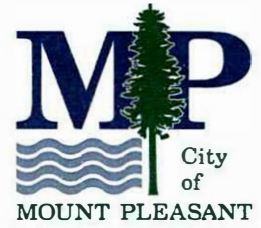


**NOTICE AND AGENDA OF SPECIAL CALLED MEETING  
MOUNT PLEASANT CITY COUNCIL**

**Monday, March 10, 2025 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**

**SPECIAL AGENDA**

**1. 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.*

- 2. Consider Resolution 2025-3 Adopting the 2025 Personnel Policy Manual**
- 3. Consider Approval of updating the Main Street Bylaws.**
- 4. Consider Approval of Main Street Board Appointments**

**EXECUTIVE SESSION**

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

Discussion of Economic Development Corporation Projects--Deliberations regarding Economic Development Negotiations, Including But Not Limited to the MPEDC's planned acquisition of an approximately 154.641 acres tract(s) of land on TBD Hwy 67, Winfield, Texas 785493(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)**

**RECONVENE INTO THE REGULAR SESSION**

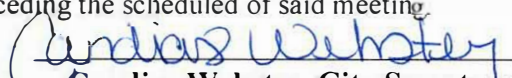
**In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.**

- 5. Consider and possibly approve of the MPEDC's planned acquisition of approximately 154.641 acres tract(s) of land on TBD Hwy 67, Winfield, Texas 785493 as provided in two real estate sales contracts and resolution regarding same.**
- 6. Consider and possibly approve Ordinance 2025-8 an IDC budget amendment transfer of one million five hundred thousand dollars (\$1,500,000.00) to the Economic Development Commitment Account for land acquisition and ongoing projects.**

*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 5:00 pm on the 7th of March 2025 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 - Mar 10 2025

**Department:**

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**Subject:      Public Comments:**

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

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# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 10 2025

**Staff Contact:** Hollie Motley, Human Resources Director

**Department:** Administration

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**Subject: Consider Resolution 2025-3 Adopting the 2025 Personnel Policy Manual**

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**Item Summary:**

The last Personnel Policy Manual that was adopted by the Council occurred 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):**

motion to approve Resolution 2025-3 adopting the City's 2025 Personnel Policy Manual

**Attachments:**

[Resolution 2025-3 Personnel Policy Manual](#)  
[Policy Manual 2025](#)

**RESOLUTION 2025-3**

**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 last Personnel Policy Manual that the Council adopted occurred 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 10TH DAY OF MARCH 2025**

**APPROVED:**

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**TRACY CRAIG, MAYOR**

**ATTEST:**

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**CANDIAS WEBSTER, CITY SECRETARY**





# Personnel Policy Manual

March 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 with, 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 subject an employee 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 approval by the City Manager. Department policies and procedures must comply and be consistent with City-wide policies and be provided to departmental employees.

### **1.4 Amendments**

---

The City Manager may approve procedural or departmental rules and amend appendices consistent with these rules within statutory and charter limitations.

## 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 to the employee before the end of the introductory period, preferably in writing.

#### **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 at 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 requirements of the Fair Labor Standards Act. The job description shall designate whether the position is classified as non-exempt.

#### **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. The job description shall designate whether the position is classified as exempt.

## **2.4 Nepotism (Employment of Relatives) and Fraternization**

---

No person related within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) to a City Councilmember, the Mayor, or the City Manager 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 one year prior to the election of the Mayor or Councilman or appointment of the City Manager so related to him or her.

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 romantic relationships with any subordinates. In the event persons who are already employed in the same department become involved in a romantic relationship, marry, or cohabitate, continued employment shall not be approved if either person 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 become involved in a romantic relationship, marry or cohabitate with a person of the same department. If a transfer to another department is required under City policy, and if no transfer is available and if one of the affected employees does not elect to resign, the City Manager will decide which employee will be separated 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.

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 or significant performance issue(s) or specific position requirement(s) 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 files 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 written 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 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 for another city, agency or entity 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.

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 as approved by the Chief of Police. Fire Department shift personnel are not restricted from secondary jobs on their days off.

#### *Appendix C: Outside Employment Disclosure Form*

## **Section 3 - Work 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 begins at 12:01 a.m. on Thursday and continues through midnight the following Wednesday, except for Firefighters and Police Officers. Generally, non-exempt RFT 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 tour employees are scheduled forty-eight (48) hours (24 hours per shift) on and ninety-six (96) hours off, on a rotation schedule over a twenty-eight (28) day period.

Patrol officers work eighty (80) hour 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 and is able to return to work.

#### **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, up to and including termination of employment.

### **Abuse of Sick Leave**

Abuse of sick leave may result in disciplinary action, up to and including termination of employment.

### **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**

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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. In these instances, employees who are not determined to be emergency support staff will be given paid leave for the portion of their scheduled work shift.

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 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**

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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 accordance with FLSA. Employees working overtime must be approved in advance by the department director or designee. 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.

#### **Fire Shift Employees**

The work period for which the City calculates overtime hours for Fire Department shift firefighters will be not less than seven (7) and not more than twenty-eight (28) 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. If the compensatory time maximum is reached, the Police Officer must be paid overtime pay.

#### **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**

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It is the duty of the City Manager to recommend to the City Council the salaries to be paid to each employee of the city. The City Manager may base the City's classified pay plan structure on a combination of the relative rankings of each job and the compensation survey/labor market analyses. The pay plan is approved by the city council yearly during budget.

### **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 with a decision-making tool regarding employee training needs and work assignments.

Performance reviews are to be conducted annually in July and are to be provided in writing 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 may also 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 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.

### **3.13 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 are not all inclusive of, extended FMLA leave, vacancies, extended vacation, injury leave, and military leave.

1. First-level supervisor positional (i.e., manager, supervisor, police sergeant, fire captain, foreman) coverage must be fulfilled for a minimum of twenty (20) workdays. Compensation adjustments will be made from the start date of the temporary job assignment, which is at least twenty (20) workdays. A department director may elect to grant additional compensation, not to exceed ten percent (10%) of the current hourly pay rate, to an employee for work performed temporarily in an acting capacity.
2. Second-tier and higher supervisory-level positional coverage must be fulfilled for twenty (20) workdays. Compensation adjustments will be made to the start date of the temporary job assignment, that is at least twenty (20) workdays. The City Manager at their 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.

### 3.14 On-Call and Stand-By Pay

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#### **On-Call Pay - Public Works, Utilities, Parks, Animal Control, and Police Department**

After regularly scheduled working hours, on-call employees in Public Works, Utilities, Animal Control, Police, and Parks Departments are free to pursue personal activities but must respond to a public service call back within one hour, unless a quicker response is required per the department director. 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 number of weeks. 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 a minimum number of hours to be determined by the department director based on operational needs, or the actual time worked, whichever is greater. Compensation will be calculated from portal to portal (i.e., home to work; work to home). 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). Should the standby 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.)

### 3.15 Incentive Pay

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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/incentives.

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](#)



### **3.16 Longevity Pay**

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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 month mandated by the state statute each fiscal year, upon approving the budget. The accrual rate will be applied per month for each year of 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*)

### **3.17 Service Award Pay**

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All regular full-time employees will receive a monetary service award for each five (5) years of service with the City, up to a maximum of twenty-five (25) years of service. These awards are not considered to be entitlements. 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 subject to approval by Council with the annual budget.

### **3.18 Cell Phone Allowance**

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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:

<b>Employee Classification</b>	<b>Number of Days/Shifts</b>	<b>Hours Per Year</b>
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 by regular full-time employees is 720 hours or ninety (90) days. For Fire 24-hour shift employees, a maximum of 45 shifts(1080 hours) of unused sick leave may be accumulated. Employees may not accumulate more than the maximum hours allowable for their tenure.

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, up to and including termination of employment. 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.

### **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 twenty-four (24) hour shift is off three consecutive 24 hour 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**

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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:

<b>Years of Continuous Service</b>	<b>Number of Days</b>	<b>Hours Per Year</b>
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\*:

<b>Years of Continuous Service</b>	<b>Number of Shifts</b>	<b>Hours Per Year</b>
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 are included in vacation for firefighters that work forty-eight (48) hour tour.*

### **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 and one month 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 allowed for their tenure except by written permission from the City Manager in instances where the employee is unable to take vacation due to work demands, and any such permitted carryover must be used within twelve months. Employees requesting to carry over more than the maximum hours allowed 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 vacation 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 employees who are not firefighters that work forty-eight (48) hour tour.

#### *Appendix G: Time Off Request Form*

### **4.3 Holidays**

The City of Mount Pleasant observes the following holidays for regular full-time employees (who are not firefighters that work forty-eight (48) hour tours):

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day (July 4<sup>th</sup>)
- 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 tour in Section 4.2. As a result, these provisions do not apply to firefighters that work forty-eight (48) hour tour.

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 by scheduling vacation time, compensatory time, or leave without pay.

### **4.5 Bereavement Leave**

For regular full-time employees, no more than twenty-four (24) hours per occurrence may be used for bereavement leave. For 24 hour shift fire employees, no more than forty-eight (48) hours per occurrence may be used. If more time is needed, the employee may use accrued vacation time, compensatory time, or leave without pay. Employees will provide a copy of the obituary (or similar document) and may be required to prove the relationship of immediate or extended family. Immediate or extended family, with regard to this policy, is defined as husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, mother or father-in-law, brother or sister-in-law, daughter or son-in-law, grandparent-in-law, grandchild, aunt, uncle, niece, and nephew.

## 4.6 Military Leave

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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 paid military leave carries over to the next federal fiscal year, but the total amount must not exceed forty-five (45) workdays.

After exhausting the paid military leave, 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

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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

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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

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Any regular full-time employee who is summoned to serve on a jury shall be permitted to be absent from work with pay for the time actually required by such duty. If the employee is not a regular full-time employee, the employee will be given time off without pay while serving jury duty.

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

Regular full-time 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 to compute overtime unless the jury duty was due to a summons to appear as a witness on behalf of the City.

Regular full-time employees who are summoned to appear as a witness on behalf of the City shall be permitted to be absent from work with pay for the time actually required for such appearance. 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**

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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 Limitations on Leave of Absence**

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With the exception of leaves of absence for military duty, no leave of absence, by itself or in combination with other periods of leave, may last longer than six months. Any employee who for any reason or combination of reasons misses a total of six months of work in a twelve-month period, or a total of nine months of work in an eighteen-month period, will be separated from employment due to unavailability for work, subject to any reasonable accommodation duties the City may have under the ADA or similar law. Any employee so separated will be eligible for rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings

#### **4.12 Employee Benefit Plans**

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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 cost. 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.

##### **Long-Term Disability**

The City provides Long Term Disability insurance coverage for all regular full-time employees. 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. 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 Aid \(FICA\)](#) 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 eligible City employee. The City matches eligible 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.

Detailed information about TMRS benefits, including benefit estimates, may be obtained at [www.tmr.com](http://www.tmr.com) or by calling TMRS at (800) 924-8677.

## **Pre-65 Retiree Insurance Benefits**

Any retiring 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 according to TMRS guidelines 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.

## **4.13 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.

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.

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**

The salary continuation benefit is intended to supplement Workers' Compensation TIBs, ensuring the employee receives up to 100% of their regular base salary. The combined total of Workers' Compensation TIBs and salary continuation payments shall not exceed the employee's regular base salary.

For an employee to receive salary continuation income benefits:

1. They must have a qualifying work-related injury or illness that qualifies for Workers' Compensation TIBs.
2. The employee must seek care through a TMLIRP approved provider (PSWCA) as described above, and
3. 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 not able to return to regular duty or is unable to work temporary modified/light duty after 180 days, then the salary continuation benefits may be discontinued. In that event, the employee will continue to receive the TIBs from TMLIRP.

### **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 activities not authorized by the attending physician or fails / refuses to comply with the attending physicians' instructions or advice regarding the injured condition.
2. Fails to report any income (other than workers' compensation benefits they may be receiving) to the insurance carrier.
3. Fails to act in a manner conducive to recovery after illness or injury.
4. Refuses to perform work authorized by the attending physician.
5. Repeatedly fails to keep medical appointments.
6. 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
7. 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 with or without reasonable accommodation.

### **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.

For more information on Workers' Compensation procedures refer to the Human Resources Department and the City's safety manual.

#### *References/Citations*

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

<http://www.oiec.texas.gov/employee/rights.html>

### **4.14 Temporary Modified Duty**

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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 but will be processed in accordance with the City's obligations under the Americans with Disabilities Act. The department director in consultation with the Human Resources Department will verify whether the City can accommodate a disabled employee with a modified duty assignment available within the employee's restrictions. Employees should consult with the Human Resources Department for further information.

### **4.15 Mental Health Leave**

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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 tour. 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.

### **4.16 Employee Assistance Program**

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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 two ways: Self-Referral or Informal Supervisory Referral. Employees are provided:

- Additional community resources or possible counseling options come at the expense of the employee.
- Telephone support is available.
- Online submission forms available for EAP service requests.

More information on your EAP services are provided in City's benefits packet.

## **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 Discrimination and 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.

#### **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.

#### **Complaints**

Any employee who feels discriminated against or harassed should file a complaint in writing to any supervisor, department director, with the Human Resources Director, or the City Manager. Any complaint by an employee concerning the City Manager should be submitted to the City Attorney. 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.

#### **Management Responsibility**

In fulfilling their obligation to maintain a safe and productive work environment, supervisors and department directors are expected to immediately report all reported and suspected occurrences of harassment, including sexual harassment, to the Human Resources Director.

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.

### **Investigation**

Complaints of discrimination or harassment will be immediately investigated by the Human Resources Department. If the complaint is substantiated, disciplinary action will be administered.

### **Retaliation**

**Retaliation against employees who bring discrimination or harassment charges or assist in investigations of charges is strictly prohibited.**

## **5.2 Workplace Violence**

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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 any 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**

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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](#).

This prohibition does not prevent an employee who is licensed to carry a concealed handgun or to open carry to transport or store a firearm in a locked, privately owned motor vehicle located in a parking area for employee parking provided on City property.

In accordance with this policy, 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**

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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 pre-employment 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.

### **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. The City shall designate which positions qualify as safety-sensitive in job descriptions.

#### **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 his or her own vehicle while performing services for the City, 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, Human Resources Director or City Manager.
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 employee's 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

*[Appendix L: Positions Subject to DOT Regulations and 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 with a commercial driver's license 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 with a commercial driver's license 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 of employment.

#### 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](#) 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

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### **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 and job requirements.

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.

Exceptions may be made to these guidelines to comply with laws including but not limited to a medical condition, disability accommodation, or religious beliefs or practices. Such exceptions shall be considered on a case-by-case basis. All individual requests for exceptions must be made in writing through the department director and/or Human Resources.

## 5.7 Employee Identification Badges

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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 of employment.

## 5.8 Vehicle, Equipment Usage, and Maintenance of Current Licenses

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This policy shall apply to all employees utilizing a City-owned, rented, or leased vehicle or equipment ("City Equipment"). City Equipment shall be used for official purposes only. Personal and social uses of any nature are prohibited unless an exception is approved by the City Manager or Department Director. Each employee shall be held responsible for the proper use, care, and operation of City Equipment assigned.

Definitions for City Equipment:

**Workday** vehicles are available for staff use during the employee's 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 to essential positions deemed necessary for the assignment. No employee who resides more than 30 miles from the city limits of Mount Pleasant will be approved the use of a take-home vehicle without written permission from the City Manager.

### **Maintenance of Current Licenses for Operation of City Equipment or for Personal Vehicles on City business**

1. Any employee who operates City Equipment or a personal vehicle on behalf of the City is subject to this policy and must maintain a current, valid, and appropriate license at all times.
2. Any employee subject to this policy must comply with all applicable State traffic laws, including the use of seat belts.
3. 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.
4. Any employee who has their license suspended, revoked, canceled, or whose license expires without renewal shall immediately cease operation of any City Equipment or personal vehicle on behalf of the City 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, up to and including termination of employment.
  - 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 if there is a position available to accommodate the change in driving status. The decision to re-assign may depend on the nature of the event leading to the change in driving status. An employee who is not re-assigned may be subject to leave without pay while the license issue is resolved, or the City may terminate his or her employment.

### **Transport of Non-Employees**

5. Employees may not transport persons who are not employees of the City in City Equipment 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 or Department Director, on a case-by-case basis.

### **Accidents**

6. An employee involved in an incident that causes damage to City Equipment 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.
7. 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**

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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, up to and including termination of employment.

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 the local healthcare facilities designated by the City. Contact Human Resources for the complete list of facilities.

## **5.10 Cell Phone Usage**

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The use of wireless phones should not interfere with job duties or performance. Employees who use a wireless phone in violation of City policy may be subject to disciplinary action, up to and including termination of employment.

### **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 calls be handled and 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**

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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 of City Electronic Communication Systems**

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 City Electronic Communication Systems**

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 electronic communication 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 discipline an employee up to and including termination of employment and seek legal action against anyone who misuses confidential information in a manner that violates the 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

Social Media includes websites such as Facebook, YouTube, Instagram, and many others. New social networking websites allowing/encouraging online collaboration and/or commentary are being added each day. This policy covers all existing and future social networking platforms.

All City-based social media platforms are managed by each department director. Any questions as to the appropriate use of City-based social media platforms should be directed to the department director. The current approved social media platforms include Facebook, YouTube, LinkedIn and Instagram.

Employees posting on personal social media accounts should refrain from posting discriminatory, harassing, sexually explicit, patently offensive, or illegal material. Unprofessional content/posts can reflect poorly on employees and on the City, diminishing the effectiveness of our mission and our message.

When expressing personal opinion or position, employees must use their own name and account, not the City's name or account and make clear that the employee's comments are their own and that any employee posts were not approved by the City and do not reflect the opinion of the City.

Employees are prohibited from sharing anything that would constitute a disclosure of confidential or sensitive information of the City, or any persons or entities doing business with the City, or that may have prospective relationship with the City.

Employees should alert the Human Resources if information posted by others, that is confidential is discovered.

Posting pictures or images of employees or citizens is prohibited unless with their permission.

Ultimately, all employees are responsible for what is being posted on personal social media accounts. Violations of this policy are subject to discipline, up to and including termination of employment.

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**

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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. All out-of-state travel must be pre-approved by the City Manager in writing.

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 the City facility to the travel destination. A Google map should be attached to verify mileage.
5. The City Manager must pre-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 on a scheduled rate with no receipts necessary. Current rates are as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$30.00
Snacks/Tips	\$15.00

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 a trip if leaving after 10:00 am	- \$50.00
Full Day of Trip	- \$70.00
Last Day of Trip if returning before 4:00 pm	- \$50.00
Same Day trip (more than 50 miles)	- \$25

## **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
4. Expenses already covered by City.

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**

Employees must notify their immediate supervisor, department director, and Human Resources Department, in writing, of any criminal arrest(s) and/or conviction(s) (including but not limited to a plea of nolo contendere, deferred adjudication or pre-trial diversion), for a violation occurring off duty and/or on duty no later than twenty-four (24) hours after the arrest and/or conviction. Failure to provide such notification may result in disciplinary action, up to and including termination of employment.

### **5.15 Code of Ethics**

Employees are bound by the standards set in Title III, Chapter 34 of the Mount Pleasant Code of Ordinances. Questions regarding the prohibitions imposed by this policy shall be referred to the Human Resources Director.

## **5.17 Solicitation**

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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 solicitations during their working time or at any time on city property. For purposes of this rule, working time does not include lunch periods or other break times.

Exceptions to this policy include city-sponsored events or programs approved by management and informational postings on designated bulletin boards, subject to prior approval.

## **5.18 Confidentiality of Information**

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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 of employment.

*Appendix J: Confidentiality of Information Acknowledgement Form*

## Section 6 - Hiring and Separation

### 6.1 Hiring

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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.

### 6.2 Hiring Freeze

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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

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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**

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 provides notice. The use of leave time is not permitted following termination.

#### **Resignation**

Employees may resign from City service in good standing by submitting their written notice of resignation to their supervisor and Human Resources Department, if possible, with two (2) weeks' notice. The City Manager 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 voluntarily may be considered for re-employment. Former employees who were dismissed for performance or disciplinary reasons may not be considered for re-employment unless approved by the City Manager.

## **Reinstatement**

Only those employees who were away from the City for no more than 180 calendar days (6 months) and who had at least three (3) years 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 on 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 on 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. Subject to plan terms, all previously held benefits will be reinstated according to the terms of the actual benefit plan documents in effect at the time of reinstatement. Subject to plan terms, 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 of employment. 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 thereby separated from employment. 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 the employment of 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 ensure that all parties adhere to accepted personnel management procedures.

## **6.4 Separation Pay**

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Employees will receive their final paycheck on the payday following the 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 an executed [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, and resigns (non-disciplinary), or retires from their position 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 45 days (360 hours) for regular employees and 540 hours for Fire personnel working forty-eight (48) hour tours.

**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 voluntarily separates employment with the City, any unused vacation will be paid to the employee

**Longevity Pay Upon Separation**

Longevity pay 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 employee separations to the third-party administrator for COBRA. Under COBRA, separated employees and dependents who elect to continue their coverage as permitted by COBRA must pay the full cost of the coverage at the City's group rates plus an administration fee. See Section 8.2 for further detail.

## **6.5 Return of City Property**

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Upon separation from employment, 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 per an executed [Wage Deduction Form](#).

## **6.6 Exit Interview**

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Upon separation from employment, 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 violation of a rule is not necessary to terminate an employee's employment because the employment relationship is at-will, violation of any of the City's policies and rules, including, without limitation, those stated in this manual, could result in disciplinary action, up to and including termination of employment. Less severe disciplinary action may also be imposed.

In setting forth these rules, the City does so only as a guide. The following list is not exhaustive as to the actions that may be, or are, prohibited by the City's rules and policies. Also, the listing of these rules in no way will limit the imposition of disciplinary action, up to and including termination, for acts by employees which are determined to violate the City's standards of workplace conduct, whether written or otherwise.

### 7.1 Examples of Offenses

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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:

1. Violations of any criminal law or other offense involving moral turpitude.
2. Failure to report as soon as possible any accident or personal injury while at work.
3. Falsifying or refusing to give testimony when accidents are being investigated.
4. Providing false statements or misrepresentations on the application for employment or other records.
5. Excessive tardiness or unexcused absences.
6. Absence without notification or satisfactory reason.
7. Three (3) consecutive days of absence without daily notification to the employee's supervisor or without prior approval.
8. Neglect or carelessness or abuse resulting in loss, injury, or damage to City property or to persons.
9. Misappropriation, misuse or destruction of City property, funds, assets or records.
10. Sleeping while on duty.
11. Accepting or offering bribes.
12. Intimidation or coercion of a fellow employee.
13. Disloyalty to the Federal, State, or City government.
14. Activities or conduct not compatible with good public service.
15. Falsification of, or misrepresentation on, City records or reports, verbal or written, including, but not limited to, employment applications and time records.
16. Insubordination, including failure or refusal to follow directions and instructions, refusal to perform designated work, or refusal to transfer shift, schedule, or position at the City's request.
17. Unsatisfactory performance of duties.
18. Failure or refusal to cooperate with fellow employees and supervisors.
19. Use of offensive or abusive language or discourteous or abusive conduct toward fellow employees, visitors, customers, citizens, or others.
20. Harassment of fellow employees on the basis of age, race, sex, gender, color, religion, national origin, ancestry, citizenship, marital status, pregnancy, sexual orientation, identity/transgender status, disability, genetic information, veteran/military status, or any other protected class.
21. Making false, vicious, or malicious statements concerning a fellow employee, supervisor, visitor, the City or its services, which is otherwise unprotected.
22. Voluntary disclosure of confidential information about citizens or confidential business information to unauthorized persons. Disclosure of such information should only be in accordance with the Texas Public Information Act or other such law.
23. Disclosure of confidential information concerning other employees to unauthorized persons without compliance with the Texas Public Information Act e.g., addresses, telephone numbers, social security numbers, salaries, evaluations, etc.
24. Neglect or inattention to defined job responsibilities and assignments.
25. Violation of the City's Substance Abuse Policy.



26. Abuse, waste, or destruction of City equipment, supplies, goods, or any other property of the City or a fellow employee.
27. Participation in horseplay, practical jokes, or disorderly conduct of any kind during working hours.
28. Misuse of position of a City position.
29. Engaging in conduct that violates the City's Conflict of Interest policies or Code of Ethics, including an employee failing to recuse himself or herself.
30. Creation of, or the contribution to, a condition which could cause harm to the employee, fellow employees, or the public.
31. Unauthorized possession of firearms, explosives, or other weapons in violation of City policy.
32. Gambling on City property.
33. Violation of any of the City's personnel policies.
34. Theft or dishonesty.
35. Failure to report the conviction, or pleading no contest or nolo contendere, to any crime, excluding minor traffic offenses, within seven (7) days of entry of the conviction or other dispositive order.
36. Failure to report suspension of driving privileges by the Texas Department of Public Safety when driving is an essential job requirement.
37. Unauthorized use or removal of the City's supplies, materials, equipment, or other property.
38. Illegal or unauthorized entrances onto City property.

## **7.2 Disciplinary Procedures and Action**

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In determining whether an employee should be disciplined for violating the City's rules and the extent of such discipline, the City will consider all the circumstances involved, including the employee's overall work record and the seriousness of the offense. Employees who violate any of the City's policies or who violate common workplace standards of conduct may be subject to disciplinary action, up to and including termination. Any of the following actions may be taken for any specific infraction, based upon the nature of the violation, the circumstances involved, and previous misconduct of any kind. A PIP may be used at any point in the training, counseling or disciplinary process. **See 3.12**

### **Verbal Reprimand and Counseling**

The verbal reprimand and counseling session should be conducted privately 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.

### **Suspension**

Continued failure to perform as expected may lead to a suspension. If an employee commits a serious infraction, such as threatening other employees or causing harm to others through careless behavior, the City may need to remove the employee from the workplace immediately while investigating the incident(s) and making a final decision about the employee's future with the City. A suspension allows a careful review process that would otherwise conflict with the urgency of a quick decision. A suspension may be for one (1) day or up to one week, with or without pay.

### **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.



## **Demotion**

An employee may be moved to a lower position within the City as a disciplinary action, usually due to poor performance, misconduct, or violation of City policies, resulting in reduced responsibilities and often a lower salary compared to their previous role; it's considered a form of corrective action intended to correct behavior or other violation(s) before potential termination.

## **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's employment. 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**

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A grievance is a disagreement over a specific formal disciplinary action taken: *involuntary demotion, suspension, termination*, all which must be submitted in writing to the Human Resources Department.

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. 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 following grievance/appeals process will be utilized:

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 in writing 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.

Any grievance by an employee concerning the City Manager should be submitted to the City Attorney.

## Section 8: State and Federal Laws Applicable to All Employees

### 8.1 Break Time for Nursing Mothers

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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/or 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)

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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

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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](#). 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](#). 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 consider the requested 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.

### **Interactive Process**

The Human Resources Director will engage in the interactive process with the employee to assist with the accommodation process.

## **8.5 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 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.

## 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, parent by adoption of the 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. "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 unless the City grants permission in its discretion.

## **Use of Paid Leave**

An employee is required to utilize all accrued paid leave while on family/medical leave. When an employee has exhausted all of his/her accrued paid leave, the remainder of his/her FMLA leave will be unpaid.

## **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.
- 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 (5) 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.

### **Medical 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.
- B. 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. 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.
- C. After thirty (30) days of unpaid leave, the employee must pay all benefit premiums no later than the tenth day of each month. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage.
- D. An employee is entitled to their seniority and benefit accrual during the 12 weeks of [FMLA](#).
- E. Employees will receive Holiday pay while on FMLA.

### **Job Protection**

Upon return to work following FMLA leave, the employee will be reinstated to his/her former position or an equivalent position in terms of pay, benefits, status, and authority.

### **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](#).

For more information on the related federal policy:

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

## **8.6 Health Insurance Portability and Accountability Act (HIPAA)**

The [Health Insurance Portability and Accountability Act \(HIPAA\)](#) requires the City to ensure that certain 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.

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

## **8.7 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 city 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>

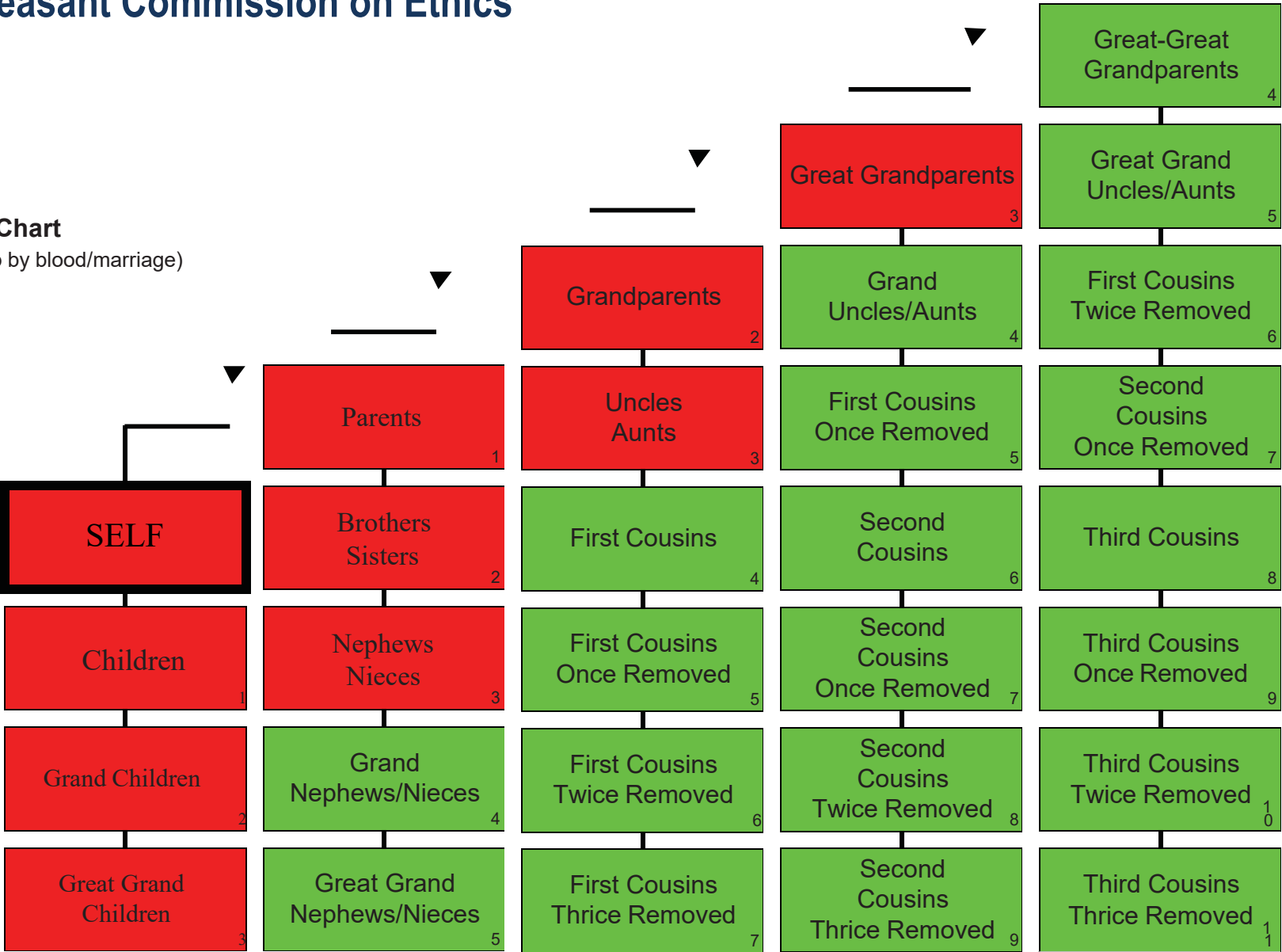
## Appendix

- 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
- L-Positions Subject to DOT Regulations and Safety Sensitive Positions



# City of Mount Pleasant Commission on Ethics

**Consanguinity/Affinity Chart**  
(Degrees of family relationship by blood/marriage)



**Instructions:**

For Consanguinity (relationship by blood) calculations:

Place the public officer/employee for whom you need to establish relationship by consanguinity in the blank box. The labeled boxes will then list the relationships by title to the public officer/employee. Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity. Texas Ethics in Government Law addresses consanguinity within third degree by blood, adoption or marriage.

For Affinity (relationship by marriage) calculations:

Place the spouse of the public officer/employee for whom you need to establish relationship by affinity in the blank box. The labeled boxes will then list the relationships by title to the spouse and the degree of distance from the public officer/employee by affinity. A husband and wife are related in the first degree by marriage. For other relationships by marriage, the degree is the same as the degree of underlying relationship by blood.



# CITY OF MOUNT PLEASANT, TEXAS PERSONNEL ACTION FORM

( ) APPOINTMENT (BLUE)                      ( ) CHANGE OF STATUS (YELLOW)                      ( ) TERMINATION (PINK)

1. EFFECTIVE DATE	2. EMPLOYEE NAME		3. EMPLOYEE NUMBER
4. ADDRESS	PRESENT STATUS	NEW STATUS	10. POSITION CATEGORY
			( ) REGULAR
5. DEPARTMENT			( ) TEMPORARY
6. ACCOUNT NUMBER			( ) PART-TIME
7. JOB TITLE/CODE			
8. PAY CLASS/HOURS			
9. PAY RATE	\$ _____ PER _____	\$ _____ PER _____	

<b>11. ACTION (STATE DETAILS UNDER COMMENTS)</b>  ( ) INITIAL HIRING SUBJECT TO SUCCESSFULLY COMPLETING: ___ DRUG/ALCOHOL SCREENING ___ PSYCHOLOGICAL EXAM ___ MEDICAL EXAM ___ OTHER ( _____ )  ( ) CHANGE NAME/ADDRESS      ( ) MERIT INCREASE ( ) CHANGE OF PAY RATE        ( ) PROMOTION ( ) DEMOTION                      ( ) SUSPENSION ( ) LEAVE OF ABSENCE          ( ) TRANSFER	<b>12. TERMINATION REASONS (STATE DETAILS UNDER COMMENTS)</b>  ( ) 1. VIOLATED POLICY              ( ) 6. PERSONAL ( ) 2. LAY-OFF                      ( ) 7. RETIRED ( ) 3. ANOTHER JOB                ( ) 8. HEALTH/DEATH ( ) 4. RELOCATION                    ( ) 9. OTHER (DESCRIBE) ( ) 5. FAILED TO REPORT
---	--

13. CLEARED BY DEPARTMENT FOR FINAL CHECK    ( ) YES      ( ) NO

ITEMS TO BE TURNED IN \_\_\_\_\_

14. RECOMMENDED FOR REHIRE    ( ) YES      ( ) NO      (EXPLAIN UNDER COMMENTS IF NO IS CHECKED)

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVALS	
15. DEPARTMENT HEAD	16. DATE
17. DIRECTOR OF HUMAN RESOURCES	18. DATE
19. CITY MANAGER	20. DATE
PERSONNEL OFFICE USE ONLY	
DATE RECEIVED	

**SEND ORIGINAL - COPY SHOULD REMAIN IN DEPARTMENT**  
NOTE: USE BACK OF THIS PAGE IF ADDITIONAL WRITING SPACE IS NEEDED



## Outside Employment Disclosure Form

**Employee Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Work Schedule**

Days per week: \_\_\_\_\_

Hours per day: \_\_\_\_\_

Please be advised that I, \_\_\_\_\_, work an additional job outside of my employment with the City of Mt. Pleasant, at:

\_\_\_\_\_  
(Name of 2<sup>nd</sup> Employer/Company)

**Location:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

**Work Schedule**

Days per week: \_\_\_\_\_

Hours per day: \_\_\_\_\_

I commit that my employment with \_\_\_\_\_ will not interfere with my employment with the City of Mt. Pleasant in any way, including my performance, efficiency, cause a conflict of interest, or cause a safety issue for me or my co-workers, nor require the use of City time or equipment.

I understand and commit that the eight (8) hours immediately prior to the beginning of my shift with the City will be free to allow sufficient rest, unless approved by my immediate supervisor and director.

If I am unable to perform the duties of this job due to an injury or other incapacity caused by or during my outside employment, the City will not be held responsible for benefits under the City's workers' compensation programs.

Should my supervisor observe a decline in my job performance, attendance, or other indicators that my second job may be interfering with my job with the City of Mt. Pleasant, I may be counseled or disciplined, up to and including termination of my employment.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
Date


\_\_\_\_\_  
(Supervisor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Director Signature)

\_\_\_\_\_  
Date

Cc: Employee HR/Personnel File

	<b>City Policies &amp; Administrative Directives</b>	
	Policy Number	Page Number 1 of 2
	Origination Date: Revision Date:	
Subject  <b>Incentive Pay Guidelines</b>		Date: _____ City Manager Signature

## PROCEDURES

In order for any Department to provide this incentive pay to any employee, the Department must first propose and secure approval within the annual budget process. Upon adoption of the annual operating budget of the City, Departments must publish its funded, adopted incentives and specify eligible certifications, licenses and college degrees included in the program for the coming fiscal year, for each position eligible within the department.

### Certifications/Licenses Incentive Pay

Employees eligible to receive the incentive pay for the certifications and licenses identified and approved by their department director will receive payment for certification or license, for the following:

#### Firefighter:

Intermediate - \$125.00/month  
 Advanced - \$175.00/month  
 Master - \$225.00/month  
 Fire Inspector - \$50.00/month  
 Fire Investigator - \$50.00/month

#### Peace Officer:

Intermediate - \$125.00/month  
 Advanced - \$175.00/month  
 Master - \$225.00/month

#### Telecommunicator:

Intermediate - \$50.00/month  
 Advanced - \$100.00/month  
 Master - \$150.00/month

#### Detective Pay:

\$100.00/month

#### FTO Pay:

(Paid per MPPD Procedure: FTO Pay)  
 (\$20.00/shift worked as an FTO)

#### Corporal Pay:


\$200.00/month

#### K-9 Pay:

\$350.00/month

## EDUCATION INCENTIVE PAY

Employees who earn their Associate's, Bachelor's, or Master's Degree in their related field may also be eligible to receive education incentive pay. Departments may offer education incentive pay if same is included as their departmental incentive program and included in the approved annual operating budget for their department. Education incentive pay will not be paid if the degree is a minimum requirement listed in the position's job description.

	<b>City Policies &amp; Administrative Directives</b>		
	Policy Number	Page Number 2 of 2	Origination Date: Revision Date:
	Subject  <b>Incentive Pay Guidelines</b>		Date: _____ City Manager Signature

Education incentive pay will be paid as follows:

**Associate's**

\$100.00 monthly

**Bachelor's**

\$150.00 monthly

**Master's**

\$200.00 monthly

College credit hours will not be substituted for any degree. Employees must receive an official degree from a state or nationally accredited College or University.

**Bilingual Pay:**

\$150.00/month

**RECORDKEEPING**

Each department is responsible for maintaining up-to-date records of their employees' certification, licenses, any renewal of CEU's, and ensuring the proper documents are sent to the Human Resources department for recording in the employee's personnel file.



## CELL PHONE ALLOWANCE AUTHORIZATION FORM

Employee Name: \_\_\_\_\_ Employee ID #: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Account to be Charged: \_\_\_\_\_

☐ New Monthly Allowance Request \_\_\_\_\_

☐ Revised Monthly Allowance Request \_\_\_\_\_

☐ Terminate Monthly Allowance

**Cell Phone Allowances are paid through the payroll process and are considered taxable income. Allowances will be made the first pay period of each month after the Payroll Office receives this form and supporting documentation of a cell phone**

Business Purpose of the Allowance/Reason for Change:

\_\_\_\_\_  
\_\_\_\_\_

Employee Certification and Signature:

I certify that I will use the funds requested toward the business use, and promptly report any changes in the level of those business expenses to my Department Director. I further certify that I have read, understand, and intend to comply with the City's Prohibited Technology Policy and other related policies.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Department Director Certification and Signature:

I certify that the requested allowance is needed for this employee to cover work-related expenses due to cell phone use. I further certify that I have read, understand, and intend to comply with the City's Wireless Phone Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City Manager Approval:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Family and Medical Leave Act (FMLA) Request Form

### To be completed by employee

Employee's Name		Department	Phone Number						
Job Title		Employee ID							
<input type="checkbox"/> Initial Application		Home Phone #:							
<b>Reason for Leave of Absence</b> <input type="checkbox"/> Own illness (not work related) <input type="checkbox"/> Care for ill parent/spouse/child <input type="checkbox"/> Other (specify)		<b>Answer all:</b> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Pregnancy disability  <input type="checkbox"/> Care for newborn/adopted child                  (Date of Birth/Placement)             </td> <td style="width: 50%; vertical-align: top;"> <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;"> <b>Yes No</b>                      Do you have company medical insurance?  <input type="checkbox"/> <input type="checkbox"/> </td> <td style="width: 50%; text-align: center;"> <b>Yes No</b>                      Are you currently on another leave?  <input type="checkbox"/> <input type="checkbox"/> </td> </tr> <tr> <td style="text-align: center;">                     Do you have company dental insurance?  <input type="checkbox"/> <input type="checkbox"/> </td> <td style="text-align: center;">                     Have you or will you be filling a Disability insurance claim?  <input type="checkbox"/> <input type="checkbox"/> </td> </tr> </table> </td> </tr> </table>		<input type="checkbox"/> Pregnancy disability <input type="checkbox"/> Care for newborn/adopted child (Date of Birth/Placement)	<table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;"> <b>Yes No</b>                      Do you have company medical insurance?  <input type="checkbox"/> <input type="checkbox"/> </td> <td style="width: 50%; text-align: center;"> <b>Yes No</b>                      Are you currently on another leave?  <input type="checkbox"/> <input type="checkbox"/> </td> </tr> <tr> <td style="text-align: center;">                     Do you have company dental insurance?  <input type="checkbox"/> <input type="checkbox"/> </td> <td style="text-align: center;">                     Have you or will you be filling a Disability insurance claim?  <input type="checkbox"/> <input type="checkbox"/> </td> </tr> </table>	<b>Yes No</b> Do you have company medical insurance? <input type="checkbox"/> <input type="checkbox"/>	<b>Yes No</b> Are you currently on another leave? <input type="checkbox"/> <input type="checkbox"/>	Do you have company dental insurance? <input type="checkbox"/> <input type="checkbox"/>	Have you or will you be filling a Disability insurance claim? <input type="checkbox"/> <input type="checkbox"/>
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<b>Yes No</b> Do you have company medical insurance? <input type="checkbox"/> <input type="checkbox"/>	<b>Yes No</b> Are you currently on another leave? <input type="checkbox"/> <input type="checkbox"/>								
Do you have company dental insurance? <input type="checkbox"/> <input type="checkbox"/>	Have you or will you be filling a Disability insurance claim? <input type="checkbox"/> <input type="checkbox"/>								
Requested start date	Anticipated end date	Requested intermittent or reduced work schedule							
<i>An FMLA leave of absence is a leave without pay. Paid leave (using accrued sick time or vacation hours) shall be substituted for the unpaid leave in accordance with the Family Medical Leave Act Policy.</i>									
I understand that I am required to use accrued paid time off until leave concludes or accrued balance is depleted. Below is an estimate of paid time off available in my account.		Date Begins (mm/dd/yy)	Date Ends (mm/dd/yy)						
Hours	Accrued sick leave								
	Accrued vacation leave								
Employee's Signature		Date							

I understand that I am required to complete a FMLA Leave Certification of Health Care Provider form and submit the form to Human Resources before my leave commences. I understand that if my leave is approved, my time away from work will be charged against my 12 week leave maximum under FMLA. Upon approval of this requested leave, I am required to utilize all paid time available to me prior to going into an unpaid leave status. In the event that I go into an unpaid status while on leave, I understand that I must contact Human Resources to make arrangements to pay my portion of health insurance premiums.

I request the following forms for my FMLA leave of absence:

1. Certification of Health Care Provider: This form is to be completed by either my health care provider (if this leave is for my own serious health condition) or by my family member's health care provider (if this leave is for the serious health condition of a spouse, parent, or child). My physician must complete this entire form. **Failure to complete this form may delay or prevent my leave approval.**
2. Continuation of Benefits While on FMLA Leave: This is an agreement between my employer and myself to continue my benefits while on FMLA leave and a financial arrangement for my portion of health care premiums.
3. Notification of FMLA Status (Approval/Denial): This is to notify me that my employer is designating the leave as FMLA leave and to inform me in writing of the specific expectations and obligations required by my employer under FMLA.
4. Request to Return From FMLA Leave: I should fill out the top portion of the form, notifying Human Resources of the date of my return. For my own serious health condition, the bottom portion of the form (fitness-for-duty certification) should be filled out by my Health Care Provider and returned to Human Resources on the day I return to work from FMLA leave.

I understand that the Certification of Health Care Provider form should be returned to Human Resources within 15 days. If I am not able to return the form within the allowed timeframe, I will contact Human Resources for assistance.

If this information is not received in the required timeframe, my leave will be considered unauthorized.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employee Signature



## CITY OF MOUNT PLEASANT EMPLOYEE TIME OFF REQUEST (PER PAY PERIOD)

**SECTION ONE:** (Employee completes and submits to Department Director/Supervisor)

NAME: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_ EMPLOYEE#: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

Use table below to indicate requested days off using the following codes. (Write the letter in the box to correspond with the date)

SL: Sick Leave      CT: Comp Time      V: Vacation      BL: Bereavement Leave

WC: Worker's Comp    ML: Military Leave      NP: No Pay      JD: Jury Duty

FOR "SL" CIRCLE NECESSARY REASONS FOR TAKING LEAVE

Sickness/Doctor's Appt

Spouse/Child/Parent/Siblings/Self

FOR "BL" Death: \_\_\_\_\_

Hours requested per leave type

SL: \_\_\_\_\_ CT: \_\_\_\_\_ V: \_\_\_\_\_ BL: \_\_\_\_\_

WC: \_\_\_\_\_ ML: \_\_\_\_\_ NP: \_\_\_\_\_ JD: \_\_\_\_\_

MONTH (S)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Total Hours Requested: (All leave types) \_\_\_\_\_

**Leave Due to FMLA: Y/N**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION TWO:** (Department Director/Supervisor completes and submits to Human Resources)

DEPARTMENT DIRECTOR/SUPERVISOR: ☐ APPROVED ☐ NOT APPROVED

EXPLANATION (IF NOT APPROVED): \_\_\_\_\_

Department Director/Supervisor Signature: \_\_\_\_\_ DATE: \_\_\_\_\_





## **Prohibited Technology Policy Acknowledgement**

In compliance with [SB 1893](#) prohibiting the use of certain social media applications covered under [Chapter 620 of the Texas Local Government Code](#), I understand that I am prohibited from using or installing (downloading) any covered applications on any City owned or leased devices I may use or access during my employment or association with the City. This includes cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

I also understand that I will be restricted from accessing any “app stores” or unauthorized software repositories using the City’s internet for the purposes of installing them on my personal devices or accessing them on my personal devices while working on City premises where I may be connected to the City’s internet, unless given permission from my department director or City Manager for a specific work-related purpose. If given authorization to use a covered application, I understand that revealing my location, or approximate location, through GPS, Bluetooth, or other methods is prohibited.

I have read the City’s [Prohibited Technology Policy](#) and understand my responsibility to comply with the restrictions imposed to provide protection against the ongoing and emerging technological threats to our government’s sensitive information and critical infrastructure. Should I have any questions regarding this policy or any of the prohibitions, I will address them to my supervisor, department director, Human Resources, or the IT Department.

I understand the City will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership. And, if I am found to have violated this policy, I may be subject to disciplinary action, including termination of employment.

ACKNOWLEDGED:

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Department



# CITY OF MOUNT PLEASANT

## Travel Request Form

EMPLOYEE:

\_\_\_\_\_

DEPARTMENT:

\_\_\_\_\_

PURPOSE :

\_\_\_\_\_

(NAME OF CONFERENCE/SEMINAR/TRAINING)

DESTINATION:

\_\_\_\_\_

City

State

DEPARTURE DATE:

\_\_\_\_/\_\_\_\_/\_\_\_\_

RETURN DATE:

\_\_\_\_/\_\_\_\_/\_\_\_\_

**MILEAGE** (if approved to use personal vehicle)

# OF MILES ROUND TRIP (SHORTEST ROUTE)

(attach GoogleMaps of Route)

X \$0.67 =

\$

\_\_\_\_\_

**MEALS**

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

FIRST DAY OF TRIP

X \$

\$

\_\_\_\_\_

# OF DAYS

X \$

\$

\_\_\_\_\_

LAST DAY OF TRIP

X \$

\$

\_\_\_\_\_

Single Day Trip

X \$

\$

\_\_\_\_\_

**LODGING/HOTEL:**

(Estimated cost of hotel, if not included in conference/seminar)

\$

\_\_\_\_\_

**OTHER EXPENSES:**

(Itemize)

\$

\_\_\_\_\_

\$

\_\_\_\_\_

\$

\_\_\_\_\_

\$

\_\_\_\_\_

**TOTAL REQUEST FOR ADVANCEMENT:**

\$

0.00

**DEPARTMENT ACCOUNT NUMBER:**

\_\_\_\_\_

"I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF MY OFFICIAL CITY BUSINESS TRAVEL REQUEST AND ADVANCEMENT"

EMPLOYEE SIGNATURE

DATE

DEPARTMENT DIRECTOR SIGNATURE

Date

CITY MANAGER

DATE

**\*\*OUT OF STATE TRAVEL MUST BE APPROVED BY THE CITY MANAGER\*\***



## **Confidentiality of Information Acknowledgement Form**

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.

### **Employee Acknowledgement Statement:**

I understand that I should not discuss City 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. I understand that I should not discuss medical or other personal information of others and that I should not engage in gossip, rumors, or anything else that may constitute an invasion of a person's privacy or breach of confidence. I understand that if I have concerns that I should discuss them only with my supervisor or Human Resources.

---

Employee's Signature

---

Print Name

---

Date

# Voluntary Wage Deduction Authorization Form

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Employee Name: \_\_\_\_\_ DOH: \_\_\_\_/\_\_\_\_/\_\_\_\_  
First Last

Employee No: \_\_\_\_\_ Department: \_\_\_\_\_

Type of Deduction	Total Requested Amount	Deduction Amount Per Pay Period

I hereby authorize the City of Mount Pleasant to make the above deductions from my pay in accordance with the above terms. I understand and agree that I am responsible for satisfying the above amounts owed to the City. I understand and agree that any amount that is due and owing at the time of my termination, regardless of whether my termination was voluntary or involuntary, will be deducted from my last paycheck or any other amounts that may be owed to me. This document authorizes the City to retain the entire amount of my last paycheck in compliance with state and federal regulations. I further understand and agree that deductions will be made after any mandatory taxes as well as for any employer programs in which I have enrolled, for which I am eligible, or to which I have agreed. *Reference: Texas Payday Law [Rule 821.28\(b\)](#).*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
HR or Finance Director

## WAGE DEDUCTION AUTHORIZATION ACKNOWLEDGEMENT

I understand and agree that the City of Mount Pleasant, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. my share of the premiums for the City's group medical/dental plan;
2. any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the City;
3. installment payments on loans or wage advances given to me by the City, and if there is a balance remaining when I leave the City, the balance of such loans or advances;
4. if I receive an overpayment of wages for any reason, repayment to the City of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the City and I agree in writing to a series of smaller deductions in specified amounts);
5. the cost to the City of personal long-distance calls I may make, or messages I may send, using City phones (land lines or cell phones) or City accounts, of personal faxes sent by me using City equipment or City accounts, or of non-work-related access to the Internet or other computer networks by me using City equipment or City accounts;
6. the cost of repairing or replacing any City supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the City during my employment (*except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount*);
7. administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
8. if I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from the City before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered; and
9. if my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable City benefit plan, the amount of such payments made by the City, such payments being an advance of future wages payable to me.

I agree that the City may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that the City has stated its intention to abide by all applicable federal and Texas wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
City Representative

**Appendix A:**  
**Positions Subject to DOT Regulations and Safety Sensitive Positions**

All employees that hold a Commercial Driver's License (CDL) and operate a Commercial Motor Vehicle with a gross vehicle weight rating of 26,001 pounds or more are subject to DOT drug testing.

**SAFETY SENSITIVE POSITIONS**

Electrician	Parks Technician I, II	Utilities Technician I, II, III
Fire Fighter	Public Works Director	Wastewater Operator I, II, III
Fleet Foreman	Senior Telecommunicator	Wastewater Treatment Foreman
Fleet Technician I, II	Telecommunicator	Water Treatment Plant Operator I, II, III
Law Enforcement Officer	Streets Maintenance Technician I, II, III	Welder
Parks Foreman	Utilities Director	

**C. Substance Abuse Program Administrator**

The Substance Abuse Program Administrator is:

**Director of Human Resources**  
**501 N. Madison Ave.**  
**Mount Pleasant, TX 75455**

Nothing in this section shall alter the "at will" employment status of the employee and the above enumerated items shall not be the only grounds for dismissal.

## CHAPTER 34: CODE OF ETHICS

### Section

- 34.01 Definitions
- 34.02 Policy and purpose
- 34.03 Unethical activity
- 34.04 Cumulative legal effect

- 34.99 Penalty

### § 34.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**DISCRETIONARY AUTHORITY.** The power to exercise any judgment in a decision or action.

**EMPLOYEE.** Any person employed by the city, including those individuals employed on a part-time basis, but such term shall not be extended to apply to any independent contractor.

**ENTITY.** A sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.

**OFFICER OR OFFICIAL.** Any member of the City Council and any appointive member of a board, commission, authority or committee set up by ordinance, the charter or state law on a permanent basis, but no members of a board, commission, authority or committee that functions only in an advisory or study capacity and which has no discretionary authority.

**REMOTE INTEREST.** An interest of a person or entity, including an official, who would be affected in the same way as the general public. The interest of a Council member in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or other similar decision is a remote interest to the extent that the Council member is affected in common with the general public.

**SUBSTANTIAL INTEREST.** An interest in another person or an entity if:

- (1) The interest is ownership of 5% or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity;
- (2) Funds received by the person from the other person or entity either during the previous 12 months or the previous calendar year equaled or exceeded \$5,000.00 in salary, bonuses, commission or professional fees or \$20,000.00 in payment for goods, products or nonprofessional services, or 10% of the person's gross income during that period, whichever is less;
- (3) The person serves as a corporate officer or member of the Board of Directors or other governing board of the for-profit entity, other than a corporate entity owned or created by the City Council; or
- (4) The person is a creditor, debtor or guarantor of the other person or entity in an amount of \$5,000.00 or more.

**SUBSTANTIAL INTEREST IN REAL PROPERTY.** An interest in real property which is an equitable or legal ownership with a market value of \$5,000.00 or more.

**SUBSTANTIAL INTEREST IN PARTNERSHIPS, PROFESSIONAL CORPORATIONS AND OTHER ENTITIES.** If a city official or employee is a member of a partnership or professional corporation, or conducts business through another entity, a substantial interest of the partnership, professional corporation or entity shall be deemed to be a substantial interest of the city official or employee if:

- (1) The partnership or professional corporation has fewer than 20 partners or shareholders;
- (2) Regardless of the number of partners or shareholders, the official or employee has an equity interest, share or draw equal to or greater than 5% of the capital or revenues of the partnership, professional corporation or other entity; or
- (3) With regard to the partnership, professional corporation or other entity's substantial interest in a client, the official or employee has personally acted within the preceding 24 months in a professional or fiduciary capacity for that client.

(`87 Code, § 2-171) (Am. Ord. 1990-18, passed 11-6-90)

### § 34.02 POLICY AND PURPOSE.

(A) It is declared to be the policy of the City of Mount Pleasant that the proper operation of democratic government requires that:



- (1) City officials and employees be independent, impartial and responsible only to the people of the city;
- (2) Governmental decisions and policies be made using the proper procedures of the governmental structure;
- (3) No city official or employee have any interest, direct or indirect, nor engage in any business transaction or professional activity, nor incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest;
- (4) Public office not be used for personal gain;
- (5) The City Council be maintained as a nonpartisan body;
- (6) City officials and employees fully comply with state statutes and laws, as amended, concerning conflicts of interest.

(B) In furtherance of this policy, the City Council has determined that it is advisable to enact this Code of Ethics for all city officers, officials and employees, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to abide by its terms and provisions.

(`87 Code, § 2-172) (Am. Ord. 1990-18, passed 11-6-90)

### **§ 34.03 UNETHICAL ACTIVITY.**

No officer, official or employee of the city shall:

- (A) Accept any gift or favor of more than \$25.00 in value from any person or entity that might reasonably tend to influence such officer, official or employee in the discharge of official duties or grant in the discharge of official duties any improper favor, service or thing of value;
- (B) Use his or her official position to solicit or secure special privileges or exemptions for himself or herself or others;
- (C) Disclose information that could adversely affect the property, government or affairs of the city or directly or indirectly use any information gained by reason of his or her official position or employment for his or her own personal gain or benefit or for the private interest of others;
- (D) Transact any business on behalf of the city in his or her official capacity with any business entity with which he or she is an officer, agent or member or in which he or she owns a substantial interest. In the event that such a circumstance should arise, then in the case of an officer or official, he or she shall make known such interest and abstain from voting on the matter, or in the case of reassignment, state the reasons for doing so and have nothing further to do with the matter involved;
- (E) Engage in any outside activities which will conflict with, or will be incompatible with, his or her assigned duties in the employment of the city, or reflect discredit upon the city, or which is employment with the city will give him or her an advantage over others engaged in a similar business, vocation or activity;
- (F) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the city or which might impair his or her independent judgment in the performance of his or her public duties;
- (G) Receive any fee or compensation for his or her services as an officer, official or employee of the city from any source other than the city, except as may otherwise be provided by law. This shall not prohibit an officer, official or employee from performing the same or other services that he or she performs for the city for a private organization if there is no conflict with his or her city duties and responsibilities;
- (H) Represent, directly or indirectly, or appear in behalf of the private interest of others before any agency, board, commission, authority or committee of the city or represent any private interest of others in any action or proceeding involving the city or participate on behalf of others in any litigation to which the city might be a party or even accept any retainer or compensation that is contingent upon a specific action being taken by the city or any of its agencies, boards, commissions, authorities or committees;
- (I) Use the prestige of his or her position in behalf of any political party or engage in any political activity which does not maintain the nonpartisan policy of the city; provided however, that all employees are encouraged to register and vote as they may choose in all local, state and national elections;
- (J) Knowingly perform or refuse to perform any act in order to deliberately hinder the execution and implementation of any city ordinances, rules or regulations or the achievement of official city programs.

(`87 Code, § 2-173) (Am. Ord. 1990-18, passed 11-6-90)Penalty, see § 34.99

### **§ 34.04 CUMULATIVE LEGAL EFFECT.**

In its legal effect, this chapter is cumulative of all provisions of the City Charter, this code or state statutes or laws defining and prohibiting conflicts of interests.

(`87 Code, § 2-175) (Am. Ord. 1990-18, passed 11-6-90)

### **§ 34.99 PENALTY.**

(A) Any city officer, official or employee violating any provision of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in § 10.99.

(B) The penalty prescribed herein shall not limit the power of the City Council to discipline its members pursuant to applicable provisions of the City Charter, this code or state statutes or laws defining and prohibiting conflicts of interests.

(C) The penalty prescribed herein shall not limit the power of the City Manager to discipline those employees under the City Manager's supervision pursuant to applicable provisions of the City Charter, this code, the adopted personnel policies of the city or state statutes or laws defining and prohibiting conflicts of interests.

(`87 Code, § 2-174) (Am. Ord. 1990-18, passed 11-6-90)



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 10 2025

**Department:** Administration

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**Subject: Consider Approval of updating the Main Street Bylaws.**

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**Item Summary:**

Main Street board elected to change the Bylaws with a revision to Section 4.01, B, regarding a second term. This was voted on by the board in December 2024

**Financial Impact:**

N/A

**Recommendation(s):**

Motion to approve updated bylaws for Main Street changing section 4.01, B

**Attachments:**

[BYLAWS - Revised, Dec. 16, 2024](#)

[12 - December 5, 2024 - Main Street Minutes](#)

**Bylaws of  
Mount Pleasant Main Street Program  
Of the City of Mt. Pleasant, Texas**

Revised May 7, 2009

**Article I.     Name and Principal Offices of the Organization**

The name of the organization is the Mount Pleasant Main Street Program hereinafter referred to as "the Program". The principal offices of the Program shall be located in the City of Mount Pleasant, Titus County, Texas, as the Advisory Board shall, from time to time designate.

**Article II.     Purpose**

The purpose of the Program is to stimulate downtown economic development in Mount Pleasant through:

- *Organization* - encouraging cooperation and building leadership in the business community;
- *Promotion* - creating a positive image for downtown by promoting the downtown as an exciting place to live, shop and invest;
- *Design* – improving the appearance and function of the downtown; and
- *Economic restructuring* – strengthening and expanding the economic base of the downtown.

**Article III.    Program Area**

The program area shall be that geographic area indicated on the attached map. (Exhibit A).

**Article IV.    Advisory Board**

**Section 4.01    Composition of the Advisory Board**

- A. A nine (9) member Advisory Board hereinafter referred to, as the "Board" shall govern the Program. The City Council shall appoint all nine (9) members. The term of office of each Board Member shall be three (3) years. The term of office for the members of the **first** Board shall be as follows:
  1. Three shall be elected for one year;
  2. Three shall be elected for two years;
  3. Three shall be elected for three years.
- B. Thereafter, three Board Members shall be elected annually in December to serve a three (3) year term beginning March 1<sup>st</sup> and shall hold office for the term for which he or she is elected. **A second term (back-to-back) is allowed; however, the same process will apply for board appointments.** No member may serve **more than two (2) consecutive three (3) year terms at a time.** All terms end the last day of February of the specified year. At least one (1) year must separate each elected **two (2) consecutive terms of six (6) years.**

- C. *Ex-Officio Members* – The Immediate Past President shall automatically become an Ex-Officio Member at the conclusion of his or her term. All other Ex-Officio members shall be appointed by a two-third's majority vote of the Board. Ex-Officio members shall have no voting rights and shall serve in an advisory capacity. Ex-Officio members may include but not be limited to the Immediate Past President, the Titus County Historical Commission Chairperson, the City Manager, the County Judge, the Mt. Pleasant Business Association President, and the Chamber of Commerce Executive Director or President.
- D. The *Main Street Director* shall serve as Secretary of the Board and shall be a non-voting member of the Board.

#### **Section 4.02 Selection and Election of Advisory Board Members**

The City Council shall appoint all members to the Board. The Board will present its recommendation to the City Council in the following fashion.

- A. At the regular October Board Meeting, the President shall appoint a Nominating Committee consisting of three (3) Board Members who have one or more years remaining in their term. The President shall appoint one of the three as Chairperson.
- B. In November, the Nominating Committee shall present to the Board three (3) candidates and at least two (2) alternate candidates in specified order of contact to serve a three (3) year term to replace the Board Members whose regular terms are expiring. The Board shall consider acceptance of the possible candidates which shall be approved by a 2/3's majority vote of the Board. Following approval by the Board, each candidate shall be contacted by the Nominating Committee in the specified order and asked to serve. Potential candidates shall be made fully aware of the final authority of the City Council to appoint Board Members.
- C. In December, the Nominating Committee shall present to the Board the final slate of candidates which have agreed to serve, and such slate shall be approved by a 2/3's majority vote.
- D. The Main Street Director shall then provide a memo to the City Manager prior to the first City Council meeting in February recommending the final slate of candidates. The City Council will then consider the recommendations made by the Board and shall have the final authority to approve, deny or change the slate of candidates at their discretion.

#### **Section 4.03 Seating of New Directors**

All newly elected Board Members shall be invited to attend the February meeting as nonvoting guests. Terms will begin on March 1<sup>st</sup> provided the City Council has approved appointments.

#### **Section 4.04 Vacancies/Removal from the Board**

A recommendation for any vacancy occurring in the Board (other than a vacancy resulting from the normal expiration of a term of office) may be filled by the affirmative

vote of a majority of the current Members of the Board. A member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any Board Member may be removed from office at any time with or without cause by the affirmative vote of two-thirds of the Board Members in office. All candidates must be recommended to City Council for appointment.

#### ***Section 4.05 Resignations***

Any Board Member may resign by submitting written notice of resignation to the Secretary.

#### ***Section 4.06 Excessive Absenteeism***

Any Board Member who misses three (3) consecutive regular meetings without just cause for such absence will be replaced unless he or she is ill, has a death in the family or is out of town with notice to the President of the Board or the Board Secretary prior to the meeting. Just cause will be determined by a two-thirds majority vote of the Board.

#### ***Section 4.07 Meetings***

The Board shall hold regular and special meetings. Regular meetings shall be held not less than six times each year and shall occur on the first Thursday of the month at 8:15 a.m. Special meetings of the Board shall be called by the President, the Executive Board, or by four or more Board Members.

#### ***Section 4.08 Quorum***

A quorum will consist of 5 or more Board Members.

#### ***Section 4.09 Action***

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if all members of the Board consent thereto in writing, setting forth the action so taken, and the writing or writings are filed with the minutes of the proceedings. Such consent shall have the same force and effect as a unanimous vote of the Board.

#### ***Section 4.10 Fiscal Year***

The fiscal year shall be October 1 – September 30.

#### ***Section 4.11 Program of Work***

The work year shall be August 1<sup>st</sup> to July 31<sup>st</sup> to coincide with the National Main Street's 10 Criteria Reporting.

### **Article V. Officers**

### **Section 5.01 Determination of Officers**

The Board, at its regular December meeting, shall reorganize for the coming year. The three (3) member Nominating Committee appointed by the President, from existing Board Members, shall meet prior to the November Board meeting to nominate officers each year. At this meeting, the Board shall elect the President, Vice President, and Treasurer. All officers shall serve for a term of one (1) year, and they shall be voting members of the Board.

### **Section 5.02 Duties of Officers**

A. President – The President shall preside at all business meetings. The President shall with the advice and counsel of the Main Street Director, assign Board Members to chair working committees, subject to Board approval.

B. Vice President – The Vice President shall serve as President Elect and shall exercise the powers and authority and perform the duties of the President in the absence or disability of the President. The Vice President shall oversee the program of work. As such, he or she shall be responsible for determining that program activities are assigned and scheduled with the proper working committee. The Vice President shall automatically move into the place of President after completing a one (1) year term as Vice President.

C. Secretary – The Secretary shall record and maintain in good order Minutes of all meetings and all records and correspondence of the Program. The Secretary shall also have such other duties as may be assigned by the Board. The *Main Street Director* shall serve as Secretary of the Board and shall be a non-voting member of the Board.

D. Treasurer - The Treasurer shall maintain in good order all financial records of the Program. The Treasurer shall also have such other duties as may be assigned by the Board.

E. Immediate Past President – The Immediate Past President shall serve as an Ex-Officio member of the Board and shall act in an advisory capacity to the President and to the Board.

## **Article VI. Effective Date, Amendments**

### **Section 6.01 Effective Date**

These by By-Laws shall become effective upon the adopting of these By-Laws of the Board.

### **Section 6.02 Amending These By-Laws**

These By-Laws may be amended at a regular meeting of the Board by a vote of approval of at least 2/3's majority, providing said amendment was proposed in writing by a member of the Board at the preceding regular meeting.

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President

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Date



Secretary

Date

Minutes - Main Street Advisory Committee  
December 5, 2024

Absent - Sheila Donnelly (2025)  
Present - Lesa Tyler (2025)  
Present – Suzanne Walker (2025)  
Present – Jey Yancey (2026) - President  
Present – McCall Dyke (2026) - Vice President  
Present – Shelia Johnson (2026)  
Absent – Edgar Mayorga (2027)  
Present – Lauren Ferguson (2027)  
Present – Jase Merritt (2027)  
Absent – Richard Bonney – Chamber President/CEO  
Absent - John Ankrum – Building Official - Code Compliance  
Present – Lynn Barrett - Director of Development Services  
Absent - Garrett Houston – Director of Public Works  
Present – Claribel Banda – Main Street/Community Events Coordinator and Main Street Secretary

The Main Street Advisory Committee for the City of Mount Pleasant met at 8:15 a.m. The meeting was held at the Mount Pleasant Civic Center, located at 1800 N Jefferson Ave, in the City of Mount Pleasant.

**Call to Order**

Jey Yancey called the meeting to order at 8:12 a.m.

**Approval of Minutes from December 5, 2024, Regular Meeting.**

The minutes were approved for the December 5, 2024, regular meeting. Lesa Tyler motioned to accept the minutes; McCall Dyke seconded the motion; all approved, motion carried.

**Financial Report.**

Quick review of budget.

**Review and Possible Action of Western Shamrock Financial Certificate of Appropriateness Application to remove partial window signage that is not in code.**

Sheila Johnson motioned to accept the signage changes presented; Lesa Tyler seconded the motion; all approved, motion carried.

**Review and Possible Action of 999 Fine Tattoo Certificate of Appropriateness Application for signage.**

Suzanne Walker motioned to accept the signage presented; Sheila Johnson seconded the motion; all approved, motion carried.

**The Nominating Committee presented to the Board the final slate of candidates which have agreed to serve as Board Members.**

**Nominees in order of appointment for Main Street Board Membership**

1. Lesa Tyler (renewal – 2nd term)
2. Linda Baker
3. Eric Lynch (*He will no longer be able to participate, he is moving*)

**Alternate nominees in order of appointment for Main Street Board Membership should one or more of the above listed nominees not be approved.**

1. Jordan Redfearn
2. Erick Paddy
3. Will Burrows

**New Business/Other Business.**

Linda Baker presented an issue that occurred with the building next to her building located at 110 N Jefferson. A section in the back of the building collapsed. Our board president, Jey Yancey, will write a letter to give to City Council to review regarding the situation and the property with the issue.

Chief of Police, Mark Buhman spoke to the board regarding No Parking signs that will be placed on Third Street due to MAAK's curbside pickup. There have been several accidents caused by cars parked in front of the restaurant while drivers run in to pick up food.

**Citizen/Merchant Input.**

N/A

**Adjournment**

There being no further business, Jey Yancey motioned to adjourn; Sheila Johnson seconded the motion; all approved, motion carried. The meeting was adjourned at 9:29 A.M.

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Jey Yancey, President

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Minutes taken by Claribel Banda  
Main Street and Community Events Coordinator  
City of Mount Pleasant



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 10 2025

**Department:** Administration

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**Subject:     Consider Approval of Main Street Board Appointments.**

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**Recommendation(s):**

Motion to appoint Lesa Tyler, Linda Baker, and Jordan Redfearn

**Attachments:**

[2025 Nominees for Main Street Board Appointments-Updated](#)

# Nominees for Main Street Board Appointments

Per the Main Street Bylaws:

## ***Section 4.02 Selection and Election of Advisory Board Members***

C. In December, the Nominating Committee shall present to the Board the final slate of candidates which have agreed to serve, and such slate shall be approved by a 2/3's majority vote.

Our Main Street Board Nominating Committee presented and voted on the following nominees for board appointments on December 5, 2024:

### **Nominees in order of appointment for Main Street Board Membership**

1. Lesa Tyler (renewal – 2nd term)
2. Linda Baker
3. Jordan Redfearn

### **Alternate nominees in order of appointment for Main Street Board Membership should one or more of the above listed nominees not be approved.**

1. Erick Paddy
2. Will Burrows



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 10 2025

**Department:**

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**Subject: EXECUTIVE SESSION**

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**Item Summary:**

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

Discussion of Economic Development Corporation Projects--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)



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 10 2025

**Staff Contact:** Nathan Tafoya, Executive Director of IF

**Department:** IDC

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**Subject:** Consider and possibly approve of the MPEDC's planned acquisition of approximately 154.641 acres tract(s) of land on TBD Hwy 67, Winfield, Texas 785493 as provided in two real estate sales contracts and resolution regarding same.

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**Item Summary:**

Please see attachments from IDC/EDC Director

**Financial Impact:**

land acquisition \$1,237,128.00 million

**Attachments:**

[Memo Strategic Justification for Property Outside Mt. Pleasant 3.4.25](#)  
[Titus / Franklin County 155 Acres Property TCAD ALL Use](#)  
[MPEDC - Reso - Approving Real Estate Sales Contract](#)  
[Ranch Land contracts](#)





# Memo

To: City Council of Mount Pleasant & City Manager, Titus County Commissioners & Judge Cooper, and Franklin County Commissioners & Judge Lee  
From: Nathan Tafoya, Executive Director MPEDC  
cc: MPEDC Board & Staff  
Date: Tuesday, March 4, 2025  
Re: Mount Pleasant Economic Development Corporation (MPEDC) Seeking Necessary Approvals to Acquire Real Estate for Future Economic Development

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## **Strategic Justification for Purchasing Real Estate Outside Jurisdictional Boundaries**

As municipal economic development organizations (EDOs) strive to drive sustainable growth, attract investment, and create employment opportunities, strategic land acquisition becomes a critical tool in shaping regional economic futures. While the traditional approach focuses on investments within municipal or jurisdictional boundaries, expanding real estate holdings beyond these limits can be a proactive and necessary strategy for long-term economic success.

As local elected officials dedicated to fostering sustainable economic growth, it is imperative to explore strategic avenues that extend beyond traditional municipal confines. Acquiring real estate outside current jurisdictional boundaries presents a proactive approach to address future development needs and enhance regional prosperity.

In the mid-1990s, the City of Mount Pleasant and MPEDC partnered with Franklin County, offering \$1.5 million to keep the Lowes Distribution Center local, namely in Franklin County. This decision has reaped multiple dividends, brought agricultural land onto the tax rolls, and created hundreds of jobs and logistics opportunities for the region.

In 2025, MPEDC is seeking to acquire approximately 155 acres of a contiguous tract that lay in both Titus and Franklin Counties. MPEDC is only seeking resolution approval to do so for a closing scheduled for March 13, 2025.

Below are key considerations and reasons a broad-based approach is critical to managed, strategic growth and impactful economic development partnerships:

### **1. Regional Economic Impact & Competitive Positioning**

Municipal boundaries are often arbitrary from an economic standpoint. Businesses evaluate sites based on infrastructure, workforce availability, and market access rather than invisible political lines. By securing land outside jurisdictional limits, an EDO can:



- **Create a Business-Ready Environment** – Acquire property that offers development-ready opportunities or essential infrastructure not available within existing boundaries.
- **Implement Strategic Land Banking & Smart Growth Principles:** Reserve parcels for future use, allowing for thoughtful planning aligned with community objectives while reducing rural sprawl and encroachments in the interim.
- **Enhance Regional Competitiveness** – Secure sites to prevent competing entities or end-users opposed to smart growth from capturing strategic economic opportunities.
- **Facilitate Cluster Development** – Support sector-specific growth (e.g., logistics, manufacturing, etc) by securing land where industries can, or desire, to co-locate. An EDO can offer suitable locations for industries requiring specialized infrastructure, thereby diversifying the local economy and enhancing resilience against sector-specific downturns.

## 2. Infrastructure Expansion & Market Readiness

Municipal EDOs often face land constraints, with limited inventory available for large-scale industrial, commercial, or mixed-use developments. Purchasing property outside municipal boundaries allows for:

- **Proactive Infrastructure Planning** – Coordinating with regional and state partners to extend utilities, transportation, and broadband services.
- **Land Banking for Future Growth** – Controlling prime locations to ensure readiness when expansion pressures arise.
- **Enhancing Regional Infrastructure and Connectivity** – Strategic land acquisition enables the development of critical infrastructure that benefits the broader region
- **Flexibility in Development** – Avoiding zoning or regulatory restrictions that may limit the feasibility of major projects within city limits.

## 3. Workforce and Housing Considerations

Workforce development is a critical factor in site selection, and many economic development projects require access to talent across multiple jurisdictions. Strategic land acquisition outside municipal limits can:

- **Support Workforce Mobility & Enable Workforce Housing Solutions Data** – Provide proximity to labor markets that are not fully captured within current boundaries.
- **Reduce Commuting Barriers** – Create employment hubs closer to various population centers, improving quality of life and employee retention.



#### 4. Public-Private Partnerships & Regional Collaboration

Economic development does not occur in isolation. Purchasing property beyond jurisdictional lines fosters:

- **Regional Cooperation** – Encourages multi-jurisdictional partnerships to share resources and incentives.
- **Leveraging State & Federal Grants** – Expanding eligibility for infrastructure or workforce development funding.
- **Private Investment Attraction** – Demonstrating long-term commitment to growth, making the area more attractive to site selectors.

#### 5. Long-Term Revenue Generation & Fiscal Stability

While initial investments in land outside jurisdictional boundaries may require intergovernmental agreements, they can ultimately yield:

- **Increased Tax Base** – Through annexation, development agreements, or shared revenue structures.
- **Economic Diversification** – Supporting industry sectors that require large parcels or specialized infrastructure.
- **Controlled Growth Management** – Ensuring sustainable expansion rather than reactive, uncoordinated development.

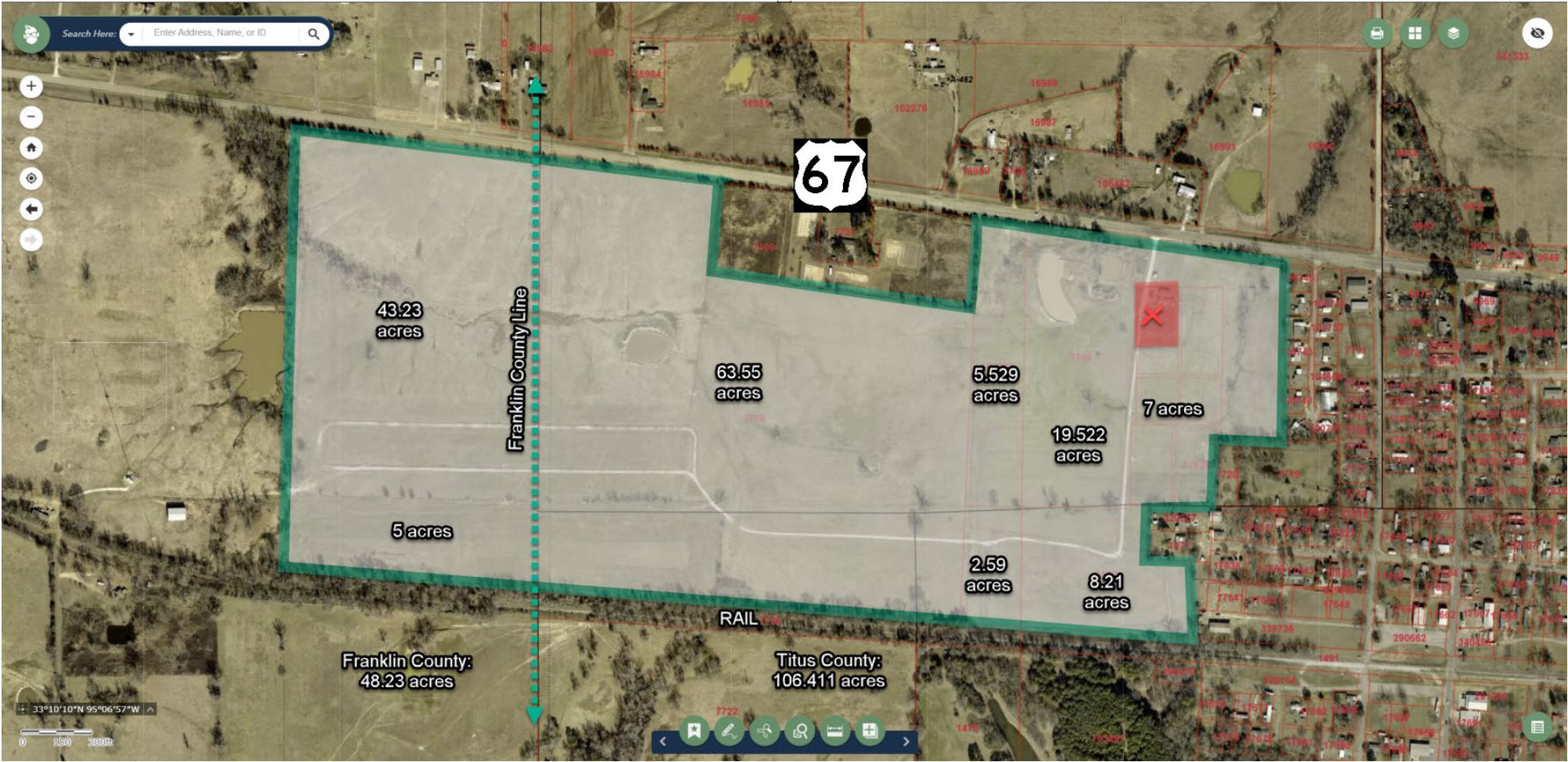
#### Conclusion

Investing in real estate beyond municipal boundaries is a forward-thinking economic development strategy that enhances competitiveness, fosters regional collaboration, and secures future growth opportunities. By taking a proactive approach to land acquisition, an EDO can ensure that its region remains attractive to investors, supports workforce needs, and creates a sustainable economic environment for years to come.

MPEDC respectfully requests City Council and respective County approvals for this real estate purchase. We look forward to partnering in years to come.

**Nathan Tafoya, CECD, MBA**  
**MPEDC Executive Director**

# Future Rail-Served Park







**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF MOUNT PLEASANT, TEXAS INDUSTRIAL DEVELOPMENT CORPORATION (“MPEDC”), A TYPE A ECONOMIC DEVELOPMENT CORPORATION AND A TEXAS NON-PROFIT CORPORATION, AUTHORIZING THE PRESIDENT AND/OR EXECUTIVE DIRECTOR OF THE MPEDC TO EXECUTE TWO (2) FARM AND RANCH REAL ESTATE SALES CONTRACT AND ANY AND ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF AN APPROXIMATELY 106.411 ACRES OF LAND LOCATED IN TITUS COUNTY, TEXAS, A COPY OF SAID FARM AND RANCH CONTRACT IS ATTACHED HERETO AS EXHIBIT “A” AND THE ACQUISITION OF AN APPROXIMATELY 48.23 ACRES OF LAND LOCATED IN FRANKLIN COUNTY, TEXAS, A COPY OF SAID FARM AND RANCH CONTRACT IS ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Board of Directors of the City of Mount Pleasant, Texas Industrial Development Corporation, a Type A economic development corporation, and a Texas non-profit corporation (hereinafter referred to as the “MPEDC”) authorize the President and/or Executive Director of the MPEDC to execute two (2) Farm and Ranch Contracts attached hereto as ***Exhibit A and B*** of this Resolution, and any and all closing documents necessary for the acquisition of the following properties:

- (1) approximately 106.411-acres of land situated in Titus County, Texas, a copy of said Farm and Ranch Contract is attached hereto as ***Exhibit A*** (Titus County Property ID Numbers: 7706, 102302, 7708, 17838, 1472, and 102303); and
- (2) approximately 48.23-acres of land situated in Titus County, Texas, a copy of said Farm and Ranch Contract is attached hereto as ***Exhibit B*** (Franklin County Property ID Numbers: 4440 and 4443);

which are attached hereto and incorporated herein for all purposes.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF MOUNT PLEASANT, TEXAS INDUSTRIAL DEVELOPMENT CORPORATION, THAT:**

**Section 1. FINDINGS INCORPORATED**

That the foregoing recitals are hereby found to be true and correct findings of the MPEDC and are fully incorporated into the body of this Resolution.

**Section 2.      AUTHORIZING THE ACQUISITION OF REAL PROPERTY**

That the Board of Directors of the MPEDC do hereby authorize the President and/or Executive Director of the MPEDC to execute two (2) Farm and Ranch Contracts attached hereto as ***Exhibit A and B*** of this Resolution, and any and all closing documents necessary for the acquisition of the following properties:

- (1)      approximately 106.411-acres of land situated in Titus County, Texas, a copy of said Farm and Ranch Contract is attached hereto as ***Exhibit A*** (Titus County Property ID Numbers: 7706, 102302, 7708, 17838, 1472, and 102303); and
- (2)      approximately 48.23-acres of land situated in Titus County, Texas, a copy of said Farm and Ranch Contract is attached hereto as ***Exhibit B*** (Franklin County Property ID Numbers: 4440 and 4443);

which are attached hereto and incorporated herein for all purposes, and authorizes the MPEDC staff and officers to take all actions necessary under said Real Estate Sales Contract.

**Section 3.      SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the MPEDC that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the MPEDC without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.      EFFECTIVE DATE**

This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED** by the Board of Directors of the City of Mount Pleasant, Texas Industrial Development Corporation, on this the \_\_\_\_\_ day of March, 2025.

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Erman Hensel, President

***Exhibit A***

Farm and Ranch Contract – Titus County Properties



***Exhibit B***

Farm and Ranch Contract – Franklin County Properties



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-04-2024

## FARM AND RANCH CONTRACT

NOTICE: Designated For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.



1. **PARTIES:** The parties to this contract are ARDENT RESOURCES LLC  
(Seller) and ERMAN HENSEL, CITY OF MP TX IND DEV CORPORATIO (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).
  - A. **LAND:** The land situated in the County (or Counties) of TITUS  
Texas, described as follows: TITUS CO PID: 7706, 102302, 7708, 17838, 1472, 102303 legally known as  
Continued... See Addendum Property Description 1  
or as described on attached exhibit, also known as TBD HWY 67, WINFIELD, TX 75493  
(address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.
  - B. **IMPROVEMENTS:**
    - (1) **FARM and RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
    - (2) **RESIDENTIAL IMPROVEMENTS:** Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.
  - C. **ACCESSORIES:**
    - (1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☒ portable buildings ☒ hunting blinds ☒ game feeders ☒ livestock feeders and troughs ☒ irrigation equipment ☒ fuel tanks ☒ submersible pumps ☒ pressure tanks ☒ corrals ☒ gates ☒ chutes ☐ other: \_\_\_\_\_
    - (2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.
  - D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.
  - E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: \_\_\_\_\_
  - F. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
  - A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 179,257.60  
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
  - B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum,  
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. .... \$ 672,030.40
  - C. Sales Price (Sum of A and B) ..... \$ 851,288.00
  - D. The Sales Price ☒ will ☐ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between 106.411 acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ 8,000.00 per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within 5 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☒ proportionately to 3A and 3B.
4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)  
☐ A. **RESIDENTIAL LEASES:** The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

Initialed for identification by Buyer EH and Seller MCH

TREC NO. 25-16



- ☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- ☒ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, or other natural resource lease affecting the Property to which Seller is a party.
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☒ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within 3 days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- ☒ D. SURFACE LEASES: "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)
- ☐ (1) Seller has delivered to Buyer a copy of all written Surface Leases.
- ☐ (2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term: \_\_\_\_\_
- ☒ (3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within 3 days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

**5. EARNEST MONEY AND TERMINATION OPTION:**

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to LAKEWOOD LAND TITLES - TRISTAN GANT (Escrow Agent) at 280 FM 21, MT VERNON, TX 75457 (address): \$ 8,512.00 as earnest money and \$ 150.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ \_\_\_\_\_ to Escrow Agent within \_\_\_\_\_ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 21 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

**6. TITLE POLICY AND SURVEY:**

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: \_\_\_\_\_ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 3.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

Initialed for identification by Buyer EH and Seller MCH

TREC NO. 25-16



(Address of Property)

- (4) The standard printed exception as to marital rights.  
(5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.  
(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:  
☒ (i) will not be amended or deleted from the title policy; or  
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.  
(7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land survey or acceptable to the Title Company and Buyer's lender(s). (Check one box only):  
☒ (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.  
☐ (2) Within \_\_\_\_\_ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.  
☐ (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.  
☐ (4) No survey is required.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: \_\_\_\_\_

Buyer must object the earlier of (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

- E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

<u>Document</u>	<u>Date</u>	<u>Recording Reference</u>
_____	_____	_____
_____	_____	_____

- F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: \_\_\_\_\_

G. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's choice, or Buyer should be furnished with or

Initialed for identification by Buyer PH

and Seller MCH

TREC NO. 25-16



Contract Concerning

(Address of Property)

- obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **CERTIFICATE OF MOLD REMEDIATION:** If the Property has been remediated for mold, Seller must provide to Buyer each certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property.
- (12) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): \_\_\_\_\_

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

**7. PROPERTY CONDITION:**

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

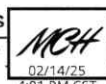
**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- ☐ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☒ (3) The Texas Property Code does not require this \_\_\_\_\_ furnish the Notice.

Initialed for identification by Buyer EH and Seller \_\_\_\_\_



TREC NO. 25-16



(Address of Property)

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. SELLER'S DISCLOSURE:
- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☒ is ☐ is not aware that the Property is located ☐ wholly ☒ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): \_\_\_\_\_

- I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ \_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: \_\_\_\_\_

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_

- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

Initialed for identification by Buyer

EH

and Seller

MCB

TREC NO. 25-16

MCB  
02/14/25  
4:01 PM CST  
dotloop verified

EH



Contract Concerning

**9. CLOSING:**

(Address of Property)

- A. The closing of the sale will be on or before March 13, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
  - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

**10. POSSESSION:**

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. **SMART DEVICES:** "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
  - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

- 11. SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) 1. THIS CONTRACT IS CONTINGENT UPON BUYER RECEIVING APPROVAL FROM THE MOUNT PLEASANT CITY COUNCIL AND THE TITUS COUNTY  
Continued... See Addendum Special Provisions 2

**12. SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
- (1) Seller shall pay the following expenses (Seller's Expenses):
    - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
    - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the Sales Price (check one box only); and
    - (c) an amount not to exceed \$ \_\_\_\_\_ to be applied to other Buyer's Expenses.
  - (2) Buyer shall pay the following expenses (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

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TREC NO. 25-16



- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

Initialed for identification by Buyer

EH

and Seller



TREC NO. 25-16



Contract Concerning TBD HWY 67, WINFIELD, TX 75493  
(Address of Property)

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**20. FEDERAL REQUIREMENTS:**

- A. If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- B. The Agriculture Foreign Investment Disclosure Act (AFIDA) of 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land must disclose such transactions and holdings to the Secretary of Agriculture. Foreign persons must file an FSA-153 in the Farm Service Agency (FSA) Service Center where the land is physically located within 90 days of the date of the transaction. Failure to report is subject to civil penalty up to 25 percent of the fair market value of the land on the date the penalty is assessed. Consult an attorney or tax professional.

- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 302 NORTH JEFFERSON, SUITE 140

To Seller at: 412 WEST MAIN

MOUNT PLEASANT, TX 75455

PECAN GAP, TX 75469

Phone: (505)362-6990

Phone: (903)922-1283

E-mail/Fax: NATHAN@MPEDC.ORG

E-mail/Fax: COLEHOSKISON@GMAIL.COM

E-mail/Fax: ERMANH4940@GMAIL.COM

E-mail/Fax: \_\_\_\_\_

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

JH@HAGEMAN-REALTY.COM

CHRIS@HERITAGELANDS.COM

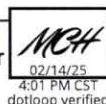
- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☒ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum for Section 1031 Exchange
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☒ Other (list): BROKER TO BROKER  
COMPENSATION AGREEMENT

Initialed for identification by Buyer JH and Seller MC

TREC NO. 25-16



Contract Concerning TBD HWY 67, WINFIELD, TX 75493 Page 9 of 11 11-04-2024  
(Address of Property)

**23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's  
Attorney is: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Seller's  
Attorney is: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

EXECUTED the \_\_\_\_\_ day of 02/14/2025, 20\_\_\_\_ (Effective Date).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

  
Buyer **ERMAN HENSEL, THE CITY OF MT  
PLEASANT, TX INDUSTRIAL DEV CORP**

  
Seller **MICHAEL COLE HOSKISON, ARDENT  
RESOURCES LLC**

dotloop verified  
02/14/25 4:01 PM CST  
SVPO-GF5Q-KUBW-GXXF

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936- 3000 (<http://www.trec.texas.gov>) TREC NO. 25-16. This form replaces TREC NO. 25-15.

TREC NO. 25-16



Contract Concerning TBD HWY 67, WINFIELD, TX 75493  
(Address of Property)

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### RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker 3.000% of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:  
By: 

02/14/2025

List By: Cole Hoskison

dotloop verified  
02/14/25 4:01 PM CST  
OMGY-MLHF-KAG4-XGU8

### BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

**TEXAS ALLY REAL ESTATE**

**#9001961**

Other Broker

License No.

**HERITAGE LAND COMPANY LLC**

Listing or Principal Broker Firm

License No.

**JENNIFER HAGEMAN**

**#797600**

Associate's Name

License No.

**CHRISTOPHER FRANKLIN**

**#0793609**

Listing Associate's Name

License No.

**HAGEMAN REALTY GROUP**

Team Name

Team Name

**JH@HAGEMAN-REALTY.COM**

**(903)573-7511**

Associate's Email Address

Phone

**CHRIS@HERITGAGELANDS.COM**

**(903)227-8657**

Listing Associate's Email Address

Phone

Licensed Supervisor of Associate

License No.

**MICHAEL COLE HOSKISON**

**#629356**

Licensed Supervisor of Listing Associate

License No.

**103 WEST 17TH STREET**

**(903)573-7511**

Other Broker's Office Address

Phone

**412 WEST MAIN**

Listing Broker's Office Address

Phone

**MOUNT PLEASANT**

**TX**

**75455**

City

State

Zip

**PECAN GAP**

**TX**

**75469**

City

State

Zip

represents

- ☒ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

Selling Associate

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

represents

- ☒ Seller Only  
☐ Buyer Only  
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☐ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

**DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, or restricted by the Texas Real Estate Commission.**

Cole Hoskison

dotloop verified  
02/14/25 4:01 PM CST  
UEUH-LWXE-KMIG-2LS3

Seller

Emmanuel Huse  
Buyer

Seller

Buyer

TREC NO. 25-16

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent LAKEWOOD LAND TITLES - TRISTAN GANT

\_\_\_\_\_  
Date

**EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent

Received by

Email Address

\_\_\_\_\_  
Date/Time

Address

\_\_\_\_\_  
Phone

City

State

Zip

\_\_\_\_\_  
Fax

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Escrow Agent

Received by

Email Address

\_\_\_\_\_  
Date

Address

\_\_\_\_\_  
Phone

City

State

Zip

\_\_\_\_\_  
Fax

**ADDITIONAL EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent

Received by

Email Address

\_\_\_\_\_  
Date/Time

Address

\_\_\_\_\_  
Phone

City

State

Zip

\_\_\_\_\_  
Fax

EH

TREC NO. 25-16

ADDENDUM

PROPERTY: TBD HWY 67 , WINFIELD, TX 75493

**1) Property Description**

REED, JOSEPH ABS 00462 TR 800 63.55 AC, REED, JOSEPH ABS 00462 TR 805 5.529 AC, REED,  
JOSEPH ABS 00462 TR 810 19.552 AC, MOULTON ADDITION BLK 1 LOT 1-10 7.0 AC, CLIFTON,  
HENRY H ABS 00111 TR 810 8.21 AC, CLIFTON, HENRY H ABS 00111 TR 813 2.59 AC

**2) Special Provisions**

COMMISSIONERS. IF NOT APPROVED, EARNEST MONEY WILL BE RETURNED TO BUYER. 2.  
DISCLOSURE: KENT WILMOTT & MICHAEL COLE HOSKISON ARE SELLERS OF THE PROPERTY  
AND LICENSED REALTORS. 3. OFFICIAL AND CORRECT NAME FOR BUYER CHARACTER LIMITED  
AND SHOULD BE REVISED TO: THE CITY OF MOUNT PLEASANT, TEXAS INDUSTRIAL  
DEVELOPMENT CORPORATION

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

Cole Hoskison  
Signature

dotloop verified  
02/14/25 4:01 PM CST  
TPU5-E4VE-RP12-TKKL

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

Signature

Date: 2-14-25

Emma Hoskison  
Signature

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

Signature

**Addendum**



11-04-2024



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

## THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

TBD HWY 67

WINFIELD

(Street Address and City)



1. **TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

☒ A. **CONVENTIONAL FINANCING:**

- ☒ (1) A first mortgage loan in the principal amount of \$ 672,030.40 (excluding any financed PMI premium), due in full in 15 year(s), with interest not to exceed 8.000 % per annum for the first 15 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 1.000 % of the loan.
- ☐ (2) A second mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ B. **TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ \_\_\_\_\_ for a period in the total amount of \_\_\_\_\_ years at the interest rate established by the Texas Veterans Land Board.

- ☐ C. **FHA INSURED FINANCING:** A Section \_\_\_\_\_ FHA insured loan of not less than \$ \_\_\_\_\_ (excluding any financed MIP), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ D. **VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ E. **USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ F. **REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium or other costs), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan. The reverse mortgage loan ☐ will ☐ will not be an FHA insured loan.

- ☐ G. **OTHER FINANCING:** A loan not of a type described above from \_\_\_\_\_ (name of lender) in the principal amount of \$ \_\_\_\_\_ due in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges not to exceed \_\_\_\_\_ % of the loan. Buyer ☐ does ☐ does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.

2. **APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

Initialed for identification by Buyer

EH

and Seller



TREC NO. 40-11



Third Party Financing Addendum Concerning

TBD HWY 67, WINFIELD, TX 75493

(Address of Property)

A. **BUYER APPROVAL** (Check one box only):

- ☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may terminate this contract within 21 days after the Effective Date of the contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates the contract under this provision, this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under Paragraph 2A, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.
- ☐ This contract is not subject to Buyer obtaining Buyer Approval.

B. **PROPERTY APPROVAL:** If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer may terminate this contract on or before the 3rd day before the Closing Date by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

3. **SECURITY:** If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. **FHA/VA REQUIRED PROVISION:** If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirement in Paragraph 2B does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. **AUTHORIZATION TO RELEASE INFORMATION:**

- A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.
- B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker

  
Buyer **ERMEN HENSEL, CITY OF MP TX IND-DEV CORPORATIO**



dotloop verified  
02/14/25 4:01 PM CST  
WSNQ-00HJ-V6JJ-H3TT

Seller **ARDENT RESOURCES LLC**

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-11. This form replaces TREC No. 40-10.

TREC NO. 40-11





## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*



### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Texas Ally Real Estate Group, LLC</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>9001961</u> License No.	<u>info@texasally.com</u> Email	<u>(512) 763-2559</u> Phone
<u>Juston Martinez</u> Designated Broker of Firm	<u>0587660</u> License No.	<u>juston@texasally.com</u> Email	<u>(512) 586-6920</u> Phone
<u>Juston Martinez</u> Licensed Supervisor of Sales Agent/ Associate	<u>0587660</u> License No.	<u>juston@texasally.com</u> Email	<u>(512) 586-6920</u> Phone
<u>Jennifer Hageman</u> Sales Agent/Associate's Name	<u>0797600</u> License No.	<u>jh@hageman-realty.com</u> Email	<u>(469) 682-8761</u> Phone
<u>EH</u> <u>Emmanuel Hernandez</u> Buyer/Tenant/Seller/Landlord Initials		<u>2-14-25</u> Date	





## COMPENSATION AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this Agreement are:

Listing/Principal Broker: MICHAEL COLE HOSKISON - HERITAGE LAND CO

Full Address: 412 WEST MAIN, PECAN GAP, TX 75469

Phone: (903)922-1283

E-Mail/Fax: COLEHOSKISON@GMAIL.COM

Cooperating Broker: JUSTON MARTINEZ - HAGEMAN REALTY GROUP - TEXA

Full Address: 103 W 17th Street, Mount Pleasant, TX 75455

Phone: (903)572-7511

E-Mail/Fax: JH@HAGEMAN-REALTY.COM

**2. PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: TBD HWY 67, WINFIELD, TX 75493

☐ or as described in an attached exhibit.

**3. REGISTRATION:** Cooperating Broker registers MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION, NATHAN TOFIA AND EDC MEMBERS (Client) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

**4. TERM:** This Agreement begins on February 13, 2025 and ends at 11:59 pm on February 13, 2025.

**5. COOPERATING BROKER'S FEES:**

A. Fees: When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (complete all that apply):

(1) (Sale) 3.000 % of the sales price or a flat fee of \$ \_\_\_\_\_.

(2) (Lease) \_\_\_\_\_ % of one full month's rent Client is obligated to pay under the lease or \$ \_\_\_\_\_.

(3) \_\_\_\_\_.

B. Earned and Payable: Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**

C. Related Parties: If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

**6. ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

**MICHAEL COLE HOSKISON - HERITAGE LAND CO #629356**

Listing/Principal Broker's Signature Cole Hoskison Date \_\_\_\_\_  
(☒ or Broker's Associate)

dotloop verified  
02/14/25 4:01 PM CST  
TU1H-CERQ-NQD1-J9GP

**CHRISTOPHER FRANKLIN #0793609**  
Listing/Principal Broker's Associate's Printed Name License No.

**JUSTON MARTINEZ - HAGEMAN REALTY GROUP - TEXA #587660**

Cooperating Broker's Printed Name License No. \_\_\_\_\_  
Juston Martinez 02/14/2025  
Cooperating Broker's Signature Date \_\_\_\_\_  
(☒ or Broker's Associate)

**JENNIFER HAGEMAN #0797600**  
Cooperating Broker's Associate's Printed Name License No.





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-04-2024

## FARM AND RANCH CONTRACT

NOTICE: Designated For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.



1. **PARTIES:** The parties to this contract are ARDENT RESOURCES LLC  
(Seller) and ERMAN HENSEL, CITY OF MP, TX IND DEV CORP (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).

A. **LAND:** The land situated in the County (or Counties) of FRANKLIN

Texas, described as follows: FRANKLIN COUNTY PID: 4440 & 4443; LEGALLY REFERENCED AS AB 614 J J REED SUR & AB 615 J P RIDDLE

or as described on attached exhibit, also known as TBD HWY 67, WINFIELD, TX 75493  
(address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.

B. **IMPROVEMENTS:**

- (1) **FARM and RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
- (2) **RESIDENTIAL IMPROVEMENTS:** Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. **ACCESSORIES:**

- (1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☒ portable buildings ☒ hunting blinds ☒ game feeders ☒ livestock feeders and troughs ☒ irrigation equipment ☒ fuel tanks ☒ submersible pumps ☒ pressure tanks ☒ corrals ☒ gates ☒ chutes ☐ other: \_\_\_\_\_

- (2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: \_\_\_\_\_

F. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 77,168.00  
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum,

☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. .... \$ 308,672.00

C. Sales Price (Sum of A and B) ..... \$ 385,840.00

D. The Sales Price ☒ will ☐ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between 48.23 acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ 8,000.00 per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within 5 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☒ proportionately to 3A and 3B.

4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. **RESIDENTIAL LEASES:** The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

Initialed for identification by Buyer EH and Seller MRH

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02/14/25  
4:01 PM CST  
dotloop verified



- ☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- ☒ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, or other natural resource lease affecting the Property to which Seller is a party.
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☒ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within 3 days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- ☒ D. SURFACE LEASES: "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)
- ☐ (1) Seller has delivered to Buyer a copy of all written Surface Leases.
- ☐ (2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term: \_\_\_\_\_
- ☒ (3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within 3 days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

**5. EARNEST MONEY AND TERMINATION OPTION:**

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to LAKEWOOD LAND TITLES - TRISTAN GANT (Escrow Agent) at 280 FM 21, MT VERNON, TX 75457 (address): \$ 3,858.00 as earnest money and \$ 150.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ \_\_\_\_\_ to Escrow Agent within \_\_\_\_\_ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 21 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

**6. TITLE POLICY AND SURVEY:**

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: \_\_\_\_\_ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 3.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

Initialed for identification by Buyer GH and Seller MBH

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4:01 PM CST  
dotloop verified

Phone: (903)573-7500

Fax:

EDC - Winnsboro,



(Address of Property)

- (4) The standard printed exception as to marital rights.  
(5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.  
(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:  
☒ (i) will not be amended or deleted from the title policy; or  
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.  
(7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land survey or acceptable to the Title Company and Buyer's lender(s). (Check one box only):  
☒ (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.  
☐ (2) Within \_\_\_\_\_ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.  
☐ (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.  
☐ (4) No survey is required.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: \_\_\_\_\_

Buyer must object the earlier of (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

- E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

Document	Date	Recording Reference
_____	_____	_____
_____	_____	_____

- F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: \_\_\_\_\_

- G. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's choice, or Buyer should be furnished with or

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- obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
  - (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
  - (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
  - (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
  - (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
  - (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
  - (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
  - (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
  - (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
  - (11) **CERTIFICATE OF MOLD REMEDIATION:** If the Property has been remediated for mold, Seller must provide to Buyer each certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property.
  - (12) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): \_\_\_\_\_

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

**7. PROPERTY CONDITION:**

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.  
**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**  
(Check one box only)
  - ☐ (1) Buyer has received the Notice
  - ☐ (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
  - ☒ (3) The Texas Property Code does not require that \_\_\_\_\_ furnish the Notice.

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- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. SELLER'S DISCLOSURE:
- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☒ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): \_\_\_\_\_
- I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ \_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: \_\_\_\_\_

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

**8. BROKERS AND SALES AGENTS:**

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_

- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

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9. CLOSING:

(Address of Property)

- A. The closing of the sale will be on or before March 13, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
  - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
  - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) 1. THIS CONTRACT IS CONTINGENT UPON BUYER RECEIVING APPROVAL FROM THE MOUNT PLEASANT CITY COUNCIL AND THE TITUS COUNTY  
Continued... See Addendum Special Provisions 1

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Seller shall pay the following expenses (Seller's Expenses):
    - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
    - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the Sales Price (check one box only); and
    - (c) an amount not to exceed \$ \_\_\_\_\_ to be applied to other Buyer's Expenses.
  - (2) Buyer shall pay the following expenses (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing shall be prorated between Buyer and Seller when they become known.

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- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

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**20. FEDERAL REQUIREMENTS:**

- A. If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- B. The Agriculture Foreign Investment Disclosure Act (AFIDA) of 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land must disclose such transactions and holdings to the Secretary of Agriculture. Foreign persons must file an FSA-153 in the Farm Service Agency (FSA) Service Center where the land is physically located within 90 days of the date of the transaction. Failure to report is subject to civil penalty up to 25 percent of the fair market value of the land on the date the penalty is assessed. Consult an attorney or tax professional.

- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

**To Buyer at:** 302 NORTH JEFFERSON SUITE 140

**To Seller at:** 412 WEST MAIN

MOUNT PLEASANT, TX 75455

PECAN GAP, TX 75469

Phone: (505)362-6990

Phone: (903)922-1283

E-mail/Fax: NATHAN@MPEDC.ORG

E-mail/Fax: COLEHOSKISON@GMAIL.COM

E-mail/Fax: ERMANH4940@GMAIL.COM

E-mail/Fax: \_\_\_\_\_

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

JH@HAGEMAN-REALTY.COM

CHRIS@HERITAGELANDS.COM

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Third Party Financing Addendum  | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum  |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Seller's Temporary Residential Lease  |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Short Sale Addendum   |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway   |
| <input type="checkbox"/> Loan Assumption Addendum   | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer   | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area  |
| <input type="checkbox"/> Addendum for "Back-Up" Contract  | <input type="checkbox"/> Addendum for Section 1031 Exchange  |
| <input type="checkbox"/> Addendum for Coastal Area Property   | <input type="checkbox"/> Addendum Regarding Residential Leases   |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing   | <input type="checkbox"/> Addendum Regarding Fixture Leases   |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal                       | <input checked="" type="checkbox"/> Other (list): <u>BROKER TO BROKER</u>  |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | <u>COMPENSATION AGREEMENT</u>  |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment        |  |

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Phone: (903)573-7500

Fax: \_\_\_\_\_

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(Address of Property)

**23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Effective Date).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

  
Buyer **ERMAN HENSEL, THE CITY OF MT PLEASANT, TX INDUSTRIAL CORPORATIO**

  
Seller **MICHAEL COLE HOSKISON, ARDENT RESOURCES LLC**

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02/14/25 4:01 PM CST  
LMPY-XMR0-9DYS-IK6Y

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936- 3000 (<http://www.trec.texas.gov>) TREC NO. 25-16. This form replaces TREC NO. 25-15.

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RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker 3.000% of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:  
 By: \_\_\_\_\_

Listing Broker:  
 By: \_\_\_\_\_

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

TEXAS ALLY REAL ESTATE

Other Broker

#9001961

License No.

HERITAGE LAND COMPANY LLC

Listing or Principal Broker Firm

License No.

JENNIFER HAGEMAN

Associate's Name

#797600

License No.

CHRISTOPHER FRANKLIN

Listing Associate's Name

#0793609

License No.

HAGEMAN REALTY GROUP

Team Name

Team Name

JH@HAGEMAN-REALTY.COM (903)573-7511

Associate's Email Address

Phone

CHRIS@HERITGAGELANDS.COM (903)227-8657

Listing Associate's Email Address

Phone

Licensed Supervisor of Associate

License No

MICHAEL COLE HOSKISON

Licensed Supervisor of Listing Associate

#629356

License No.

103 WEST 17TH STREET

(903)573-7511

Other Broker's Office Address

Phone

412 WEST MAIN

Listing Broker's Office Address

Phone

MOUNT PLEASANT

TX

75455

City

State

Zip

PECAN GAP

TX

75469

City

State

Zip

represents

- ☒ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

Selling Associate

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

represents

- ☒ Seller Only  
☐ Buyer Only  
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☐ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, Commission.

*Cole Hoskison*

dotloop verified  
 02/14/25 4:01 PM CST  
 ZUYS-YSKL-MQHB-10ZB

Seller

Buyer

*Emmanuel Ansel*

Seller

Buyer

TREC NO. 25-16

Contract Concerning TBD HWY 67, WINFIELD, TX 75493 - FRANKLIN COUNTY  
(Address of Property)

Page 11 of 11 11-04-2024

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent LAKEWOOD LAND TITLES - TRISTAN GANT

\_\_\_\_\_  
Date

**EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**ADDITIONAL EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**EH**

TREC NO. 25-16

ADDENDUM

PROPERTY: TBD HWY 67 , WINFIELD, TX 75493

1) Special Provisions

COMMISSIONERS. IF NOT APPROVED, EARNEST MONEY WILL BE RETURNED TO BUYER AND CONTRACT TERMINATED. 2. DISCLOSURE: KENT WILMOTT & MICHAEL COLE HOSKISON ARE SELLERS OF THE PROPERTY AND LICENSED REALTORS. 3. OFFICIAL AND CORRECT NAME FOR BUYER CHARACTER LIMITED AND SHOULD BE REVISED TO: THE CITY OF MOUNT PLEASANT, TEXAS INDUSTRIAL DEVELOPMENT CORPORATION

The sale of this property is contingent upon the sale of the adjoining property owned by Ardent Resources in Tifus County. The closing will be simultaneous with the closing of that property.

MCB  
02/14/25  
4:01 PM C  
dotloop veri

EH

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

*Cole Hoskison*

dotloop verified  
02/14/25 4:01 PM CST  
5K1O-N98B-EGMA-LKKD

Signature

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

Signature

Date: 2-14-25

*Erin Hagan*

Signature

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

Signature

Addendum



11-04-2024



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

## THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

TBD HWY 67

WINFIELD

(Street Address and City)



1. **TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

☒ A. **CONVENTIONAL FINANCING:**

- ☒ (1) A first mortgage loan in the principal amount of \$ 308,672.00 (excluding any financed PMI premium), due in full in 15 year(s), with interest not to exceed 8.000 % per annum for the first 15 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 1.000 % of the loan.
- ☐ (2) A second mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ B. **TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ \_\_\_\_\_ for a period in the total amount of \_\_\_\_\_ years at the interest rate established by the Texas Veterans Land Board.

- ☐ C. **FHA INSURED FINANCING:** A Section \_\_\_\_\_ FHA insured loan of not less than \$ \_\_\_\_\_ (excluding any financed MIP), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ D. **VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ E. **USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

- ☐ F. **REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium or other costs), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan. The reverse mortgage loan ☐ will ☐ will not be an FHA insured loan.

- ☐ G. **OTHER FINANCING:** A loan not of a type described above from \_\_\_\_\_ (name of lender) in the principal amount of \$ \_\_\_\_\_ due in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges not to exceed \_\_\_\_\_ % of the loan. Buyer ☐ does ☐ does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.

2. **APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

Initialed for identification by Buyer EH and Seller MRH

TREC NO. 40-11

02/14/25  
4:01 PM CST  
dotloop verified

Phone: (903)573-7500

Fax:

EDC - Winnsboro,



Third Party Financing Addendum Concerning

**TBD HWY 67, WINFIELD, TX 75493**

(Address of Property)

A. **BUYER APPROVAL** (Check one box only):

- ☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may terminate this contract within 21 days after the Effective Date of the contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates the contract under this provision, this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under Paragraph 2A, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.
- ☐ This contract is not subject to Buyer obtaining Buyer Approval.

B. **PROPERTY APPROVAL:** If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer may terminate this contract on or before the 3rd day before the Closing Date by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

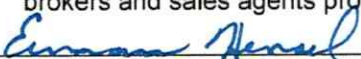
3. **SECURITY:** If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. **FHA/VA REQUIRED PROVISION:** If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirement in Paragraph 2B does not apply to this Paragraph 4.

- A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.
- B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.
- C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. **AUTHORIZATION TO RELEASE INFORMATION:**

- A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.
- B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Brokerage Agreement.

  
Buyer **ERMAN HENSEL, CITY OF MP, TX IND DEV CORP**

  
Seller **ARDENT RESOURCES LLC**

dotloop verified  
02/14/25 4:01 PM CST  
QN2R-HIRB-49LT-KNVW

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-11. This form replaces TREC No. 40-10.

TREC NO. 40-11





## COMPENSATION AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this Agreement are:

Listing/Principal Broker: MICHAEL COLE HOSKISON - HERITAGE LAND CO

Full Address: 412 WEST MAIN, PECAN GAP, TX 75469

Phone: (903)922-1283 E-Mail/Fax: COLEHOSKISON@GMAIL.COM

Cooperating Broker: JUSTON MARTINEZ - HAGEMAN REALTY GROUP - TEXAS ALLY REAL ESTATE

Full Address: 103 W 17th Street, Mount Pleasant, TX 75455

Phone: (903)572-7511 E-Mail/Fax: JH@HAGEMAN-REALTY.COM

**2. PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: TBD HWY 67, WINFIELD, TX 75493

☐ or as described in an attached exhibit.

**3. REGISTRATION:** Cooperating Broker registers THE CITY OF MT PLEASANT, TX INDUSTRIAL DEVELOPMENT CORPORATION, NATHAN TOFIA AND EDC MEMBERS (Client) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

**4. TERM:** This Agreement begins on February 13, 2025 and ends at 11:59 pm on February 13, 2026.

**5. COOPERATING BROKER'S FEES:**

A. **Fees:** When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (complete all that apply):

(1) (Sale) 3.000 % of the sales price or a flat fee of \$ \_\_\_\_\_.

(2) (Lease) \_\_\_\_\_ % of one full month's rent Client is obligated to pay under the lease or \$ \_\_\_\_\_.

(3) \_\_\_\_\_.

B. **Earned and Payable:** Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**

C. **Related Parties:** If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

**6. ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

MICHAEL COLE HOSKISON - HERITAGE LAND CO #629356

License No.

*Cole Hoskison*

dotloop verified  
02/14/25 4:01 PM CST  
UHCO-ILQR-QLGR-JHOO

Listing/Principal Broker's Signature

Date

☒ or Broker's Associate)

CHRISTOPHER FRANKLIN #0793609

Listing/Principal Broker's Associate's Printed Name License No.

JUSTON MARTINEZ - HAGEMAN REALTY GROUP - #587660

Cooperating Broker's Printed Name

License No.

02/14/2025

*Juston Martinez*  
Cooperating Broker's Signature

Date

☒ or Broker's Associate)

JENNIFER HAGEMAN #0797600

Cooperating Broker's Associate's Printed Name License No.

(TXR-2402) 08-23-24

Jennifer Hageman

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (903)573-7500 Fax: [www.lwolf.com](http://www.lwolf.com)

Page 1 of 1

EDC - Winnsboro,

EH





# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 10 2025

**Staff Contact:** Nathan Tafoya, Executive Director of IF

**Department:** IDC

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**Subject:** Consider and possibly approve Ordinance 2025-8 an IDC budget amendment transfer of one million five hundred thousand dollars (\$1,500,000.00) to the Economic Development Commitment Account for land acquisition and ongoing projects.

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**Item Summary:**

Please see attachments from IDC/EDC Director

**Attachments:**

[Ordinance 2025-8 Amending Budget-IDC Land](#)  
[Budget Amendment Cash in Operations to EDC Commitments](#)

**CITY OF MOUNT PLEASANT, TEXAS  
ORDINANCE 2025-8**

**AN ORDINANCE OF THE CITY OF MOUNT PLEASANT, TEXAS AMENDING ORDINANCE 2024-19 APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Pleasant, Texas is a home rule city under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Mount Pleasant previously approved Ordinance 2024-19 on September 24, 2024, officially adopting the Official Budget of the City for Fiscal Year 2024-2025; and

**WHEREAS**, the City Council of the City of Mount Pleasant desires to amend Ordinance 2024-19, thereby amending the 2024-2025 Official Budget of the City, as attached hereto as Exhibit A

**WHEREAS**, the City Council of the City of Mount Pleasant desires to amend the budget the Industrial Development Corporation for Property Acquisition and ongoing projects.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS:**

**SECTION 1.** That the 2024-2025 Official Budget, adopted by Ordinance 2024-19, is hereby amended by the City Council of the City of Mount Pleasant, by the amounts attached hereto in Exhibit A.

**SECTION 2.** That except as amended hereby, or as heretofore amended, the provisions of Ordinance 2024-19 shall remain in full force and effect.

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

**DULY PASSED AND APPROVED** by the City Council of the City of Mount Pleasant, Texas on the 10th day of March 2025.

**APPROVED:**

**ATTEST:**

---

**Tracy Craig, Sr. Mayor**

---

**Candias Webster, City Secretary**

**BUDGET AMENDMENT FORM**  
**2024/2025 LINE ITEM ADJUSTMENT**

I am requesting that to make necessary Line Item adjustments to my 2024/2025 Budget as follows:

**INCREASE:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
750-59000-000	Carryover Fund Balance(Cash in Operations)	1,500,000.00

**INCREASE:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
750-66000-156	Economic Development Commitments	1,500,000.00

Note: Purpose of Transaction- Land Acquisition and ongoing EDC projects.

_____ Signature of EDC Director	_____ Date Signed
------------------------------------	----------------------

_____ Signature of EDC Board President	_____ Date Signed
---	----------------------

I FIND THAT THIS TRANSFER OF FUNDS IS FOR CITY PURPOSES AND IS AN APPROPRIATE REQUEST.

_____ City Manager	_____ Date Approved
-----------------------	------------------------

_____ Finance Director	_____ Date Approved	_____ Date Posted by Finance
---------------------------	------------------------	---------------------------------