

NOTICE AND AGENDA OF REGULAR CALLED MEETING MOUNT PLEASANT CITY COUNCIL

Tuesday, August 19, 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

Roll Call and Certification of a Quorum – City Council

Invocation

Pledge of Allegiance

PUBLIC COMMENTS

The City Council welcomes citizen participation and comments at all Council meetings. Citizen comments are limited to three 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.

1. Awarding Lifesaving Medals to Firefighters

CONSENT AGENDA

ITEMS ON THE CONSENT AGENDA ARE APPROVED THROUGH A SINGLE COUNCIL MOTION, WHICH APPLIES TO ALL ITEMS LISTED. CONSENT AGENDA ITEMS ARE CONSIDERED ROUTINE, NOT LIKELY TO REQUIRE DISCUSSION OR DELIBERATION, AND MAY BE DISCUSSED PRIOR TO MAKING A MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER REQUESTS AN ITEM BE REMOVED AND CONSIDERED SEPARATELY.

2. Consider Approval of the August 5, August 7, and August 12, 2025 Meeting Minutes.
3. Consider pay request #3 for Drake Paving, LLC, for work performed at the Mount Pleasant Regional Airport Southwest Site Development and Drainage Improvements.

CONSENT AGENDA MOTION

MOTION TO APPROVE ALL CONSENT AGENDA ITEMS AS PRESENTED

REGULAR AGENDA

4. Consider Ordinance 2025-15 Amending the Fiscal Year 2025 Budget - Grants
5. Consider Ordinance 2025-16 Amending the Fiscal Year 2025 Budget - Auction
6. Consider Dellwood Park Improvement Construction Documents and Construction Administration.
7. City Manager's Report

COUNCIL COMMENTS

Council Comments are limited to announcements of upcoming events, recent Council Member activities or requests to add agenda items for an upcoming meeting (2 minutes per Council Member).

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:

Consultation with Legal Counsel (Tex. Gov't Code 551.071) Consultation with legal counsel regarding contract terms and provisions on interlocal agreement for fire services

RECONVENE INTO THE REGULAR SESSION

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

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

ADJOURN

I certify the above notice of meeting is a true and correct copy of said notice and that same was posted on the bulletin board of City Hall of the City of Mount Pleasant, Texas, a place readily accessible to the general public at times, by 5:00 pm on the 13th of August 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 - Aug 19 2025

Staff Contact: Larry McRae, Fire Chief

Department: Fire Dept

Subject: Awarding Lifesaving Medals to Firefighters

Item Summary:

The Lifesaving Medal is awarded to personnel who are principally involved in saving the life of another person and whose personal actions were directly responsible for the lifesaving act.

Financial Impact:

None

Recommendation(s):

None



AGENDA ITEM REPORT

Meeting: City Council - Aug 19 2025

Staff Contact: Candias Webster, City Secretary

Department: Administration

Subject: Consider Approval of the August 5, August 7, and August 12, 2025 Meeting Minutes.

Item Summary:

This is a typed copy of the minutes from the August 5, August 7, and August 12, 2025, Meeting Minutes

Financial Impact:

N/A.

Recommendation(s):

Motion to approve the consent agenda item

Attachments:

[2025.08.05 Regular](#)

[2025.08.07 Workshop](#)

[2025.08.12 Special](#)

STATE OF TEXAS

COUNTY OF TITUS

CITY OF MOUNT PLEASANT

The City Council of the City of Mount Pleasant, Texas, after notice posted in the manner, form, and contents as required by law, met in Regular Session on August 5, 2025, 2025 at 6:00 PM at the Council Chambers located at 501 North Madison with the following members present:

Wesley Lyon	-	Mayor
Carl Hinton	-	Mayor Pro-Tem
Melanie Knight	-	Council Member
Kelly Redfearn	-	Council Member
Jonathan Hageman	-	Council Member
Debbie Corbell	-	Council Member
Greg Nyhoff	-	City Manager
Candias Webster	-	Assistant City Manager/City Secretary
Lea Ream	-	City Attorney

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT

No action was taken by the Council

PRESENTATION OF LIFESAVING AWARD AND MENTION OF MERITORIOUS SERVICE AWARDS

Mark Buhman presented awards to Corporal Mendoza, Officer Guerrero, and Officer DeJesus.

CONSENT AGENDA:

ITEMS ON THE CONSENT AGENDA ARE APPROVED THROUGH A SINGLE COUNCIL MOTION, WHICH APPLIES TO ALL ITEMS LISTED. CONSENT AGENDA ITEMS ARE CONSIDERED ROUTINE, NOT LIKELY TO REQUIRE DISCUSSION OR DELIBERATION, AND MAY BE DISCUSSED PRIOR TO MAKING A MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER REQUESTS AN ITEM BE REMOVED AND CONSIDERED SEPARATELY.

CONSIDER APPROVAL OF THE JULY 15, JULY 16, AND JULY 21, 2025, REGULAR MEETING MINUTES.

CONSIDER PAY REQUEST #9 FOR WICKER CONSTRUCTION, INC. FOR WORK PERFORMED ON THE WEST LOOP WASTEWATER COLLECTION PROJECT.

CONSIDER PAY REQUEST #2 FOR J2 CONSTRUCTION SERVICES FOR WORK PERFORMED AT THE INDUSTRIAL LIFT STATION AND THE FORCE MAIN.

CONSIDER PAY REQUEST #26 FROM HERITAGE CONSTRUCTION LLC FOR WORK PERFORMED AT THE SOUTHSIDE WASTEWATER TREATMENT PLANT.

Motion was made by Council Member Redfearn and seconded by Council Member Hinton to approve all consent agenda items as presented. Upon a vote, the motion carried unanimously.

PRESENTATION OF THE FISCAL YEAR 2024 FINANCIAL AUDIT

Motion was made by Council Member Hageman and seconded by Council Member Knight to accept the 2024 Financial Audit. Upon a vote, the motion carried unanimously. Austin Henderson presented the FY 2024 Audit to the Council.

CONSIDER APPROVAL OF THE SOLID WASTE COLLECTION & DISPOSAL RATE INCREASE WITH REPUBLIC SERVICES, INC.

Motion was made by Council Member Hageman and seconded by Council Member Corbell to approve the Solid Waste Collection & Disposal rate increase with Republic Services, INC. Upon a vote, the motion carried unanimously.

CONSIDER PAY REQUEST #1 FOR CAPITAL UNDERGROUND UTILITIES FOR WORK PERFORMED FOR THE HOUSING AUTHORITY WATER IMPROVEMENTS.

Motion was made by Council Member Corbell and seconded by Council Member Knight to approve Pay Request #1 to Capital

Underground Utilities for work performed on the Housing Authority Water Improvements in the amount of \$163,827.50. Upon a vote, the motion carried unanimously.

HOLD A PUBLIC HEARING PER THE CITY UNSAFE BUILDING ABATEMENT CODE, FOUND IN CHAPTER 150 OF THE CODE OF ORDINANCES, AND CONSIDER A DECLARATION OF A DILAPIDATED STRUCTURE AT 1322 E FERGUSON WITHIN THE CITY OF MOUNT PLEASANT, TEXAS, FIND IT TO BE DILAPIDATED AND/OR DETERIORATED AND DAMAGED TO REQUIRE REPAIR, REHABILITATION OR DEMOLITION, PROVIDING A TIME WITHIN WHICH THE OWNER SHOULD REHABILITATE, REPAIR OR DEMOLISH SUCH STRUCTURE AND TO CONSIDER ORDERING CITY ABATEMENT AND SUBSEQUENT LIEN OF THE DILAPIDATED STRUCTURE AT 1322 E FERGUSON, MT PLEASANT CITY BLOCKS BLK 350 LOT PT OF 7.

The Mayor opened the Public hearing, and no citizens commented, then the Mayor closed the public hearing. Motion was made by Council Member Hinton and seconded by Council Member Knight to approve Order 25-008 and declare the building at 1322 E Ferguson substandard and order it to be demolished by the owner within 30 days and to authorize abatement by the city after that time, according to procedures in city ordinance and state statute. Upon a vote, the motion carried unanimously.

DISCUSSION ON VEHICLE EXHAUST NOISE

Mark Buhman led the discussion on what the Police Department is currently doing.

CITY MANAGER’S REPORT

COUNCIL COMMENTS

Council Comments limited to announcements of upcoming events, recent Council Member activities or requests to add agenda items for an upcoming meeting (2 minutes per Council Member).

EXECUTIVE SESSION 7:24 PM

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:

Consultation with Attorney (Tex. Gov’t Code §551.071) and Personnel Matters (Tex. Gov’t Code §551.074) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- Interim City Manager and City Manager.

RECONVENE INTO THE SPECIAL SESSION 8:52 PM

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

POSSIBLE DISCUSSION AND ACTION ON INTERIM CITY MANAGER’S NOTICE OF RESIGNATION AND APPOINTMENT OF INTERIM CITY MANAGER AND/OR CITY MANAGER.

Motion was made by Council Member Hinton and seconded by Council Member Redfearn to accept the resignation notice of Greg Nyhoff as Interim City Manager effective September 3, 2025. Upon a vote, the motion carried unanimously.

Motion was made by Council Member Hinton and seconded by Council Member Corbell to authorize the Mayor and City Attorney to negotiate terms of employment with the candidate for City Manager in accordance with Counsel direction provided in executive session and to authorize the Mayor to execute said documents. Upon a vote, the motion carried unanimously.

ADJOURN 8:58 PM

WESLEY LYON, MAYOR

ATTEST:

CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY

STATE OF TEXAS

COUNTY OF TITUS

CITY OF MOUNT PLEASANT

The City Council of the City of Mount Pleasant, Texas, after notice posted in the manner, form and contents as required by law, met in Special Session on August 7, 2025, at 5:30 PM. at the Mount Pleasant Public Library located at 601 North Madison with the following members present:

Wesley Lyon	-	Mayor
Melanie Knight	-	Council Member
Kelly Redfearn	-	Council Member
Jonathan Hageman	-	Council Member
Debbie Corbell	-	Council Member
Greg Nyhoff	-	City Manager
Candias Webster	-	Assistant City Manager/City Secretary
Lea Ream	-	City Attorney
Absent		
Carl Hinton	-	Mayor Pro-Tem

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT

No action was taken by the Council

BUDGET WORKSHOP.

Greg Nyhoff presented the budget to the Council, and the Council took no action

ADJOURN 9:25 PM

WESLEY LYON, MAYOR

ATTEST:

CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY

STATE OF TEXAS

COUNTY OF TITUS

CITY OF MOUNT PLEASANT

The City Council of the City of Mount Pleasant, Texas, after notice posted in the manner, form, and contents as required by law, met in Special Session on August 12, 2025, 2025 at 6:00 PM at the Council Chambers located at 501 North Madison with the following members present:

	Wesley Lyon	-	Mayor
	Carl Hinton	-	Mayor Pro-Tem
	Melanie Knight	-	Council Member
	Kelly Redfearn	-	Council Member
	Debbie Corbell	-	Council Member
	Greg Nyhoff	-	City Manager
	Candias Webster	-	Assistant City Manager/City Secretary
	Lea Ream	-	City Attorney
Absent	Jonathan Hageman	-	Council Member

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT

No action was taken by the Council

EXECUTIVE SESSION 6:12 PM

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:

Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- Appointment of City Manager and discussion of employment agreement.

RECONVENE INTO THE SPECIAL SESSION 7:06 PM

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

POSSIBLE DISCUSSION AND ACTION APPOINTING A CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT.

Motion was made by Council Member Corbell and seconded by Council Member Knight to approve the employment agreement with Rob Vine to serve as the City Manager for the City of Mount Pleasant, commencing employment on August 18, 2025, assuming full responsibility on September 4, 2025. Upon a vote, the motion carried unanimously.

Council Member Knight left at 7:15 PM

BUDGET WORKSHOP

Greg Nyhoff presented the budget to the Council

ADJOURN 8:57 PM

WESLEY LYON, MAYOR

ATTEST:

CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY



AGENDA ITEM REPORT

Meeting: City Council - Aug 19 2025

Staff Contact: Paul Henderson, Airport Director

Department: Airport

Subject: Consider pay request #3 for Drake Paving, LLC, for work performed at the Mount Pleasant Regional Airport Southwest Site Development and Drainage Improvements.

Item Summary:

Pay Request #2 is for \$381,721.33 is for dirt work and topsoil

Financial Impact:

Original Construction \$1,367,948.81

The amount of this pay request is \$381,721.33

Percentage time complete: 76%

Percent money is 66%

Recommendation(s):

Recommend a motion to approve with consent agenda items

Attachments:

[Pay Estimate 03](#)



a Pape-Dawson company

1111 Hawn Avenue
Shreveport, LA 71107
318.221.7501

July 30, 2025

Mr. Paul Henderson
Airport Manager
Mount Pleasant Regional Airport
501 Mike Hall Parkway
Mount Pleasant, TX 75455

via e-mail

**Re: Mount Pleasant Regional Airport
Southwest Site Development and Drainage Improvements
TxDOT CSJ No. 2419MTPLS**

Dear Paul:

Attached is Payment Estimate No. 3 to Drake Paving, LLC for the above referenced project. We have reviewed the estimate and recommend payment to the contractor as shown.

Should you have any questions, please do not hesitate to call.

Sincerely,

KSA

Jonathan Farmer, P.E.
Associate Vice President

Enclosure – Pay Estimate 3

pc: Parker Termin – Drake Paving, LLC
Ronnie Higgins - RPR
KSA Project 103086

Previously Authorized: \$471,530.43

Amount Payable to Contractor This Estimate: **\$381,721.33**



AGENDA ITEM REPORT

Meeting: City Council - Aug 19 2025

Staff Contact: Gillian Gatewood, Finance Director

Department: Finance

Subject: Consider Ordinance 2025-15 Amending the Fiscal Year 2025 Budget - Grants

Item Summary:

This budget amendment is to allocate grant funds for Library and Airport.

Recommendation(s):

Motion to approve Ordinance 2025-15 amending the fiscal year 2025 budget for grant funds.

Attachments:

[Ordinance 2025-15 Amending Budget-Lib and Airport Grants Grant Funds Budget Amendment](#)

**CITY OF MOUNT PLEASANT, TEXAS
ORDINANCE NO. 2025-15**

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 to provide allocation for Grant funds received for the Library and for Airport Improvements and their associated expense lines.

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 19th day of August.

APPROVED:

ATTEST:

Wesley Lyon, Mayor

Candias Webster, City Secretary

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

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

Purpose: To provide allocation for Grant funds received for the Library and for Airport Improvements and their associated expense lines.

INCREASE

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
606-68105-731	AIRPORT IMPROVEMENTS	1,718,316.38
408-62200-508	OTHER SUPPLIES - LIB GRANTS	29,700.00

INCREASE

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
606-59000-000	FUND BALANCE CARRYOVER	85,915.82
606-56100-000	GRANT INCOME	1,632,400.56
408-56100-000	GRANT INCOME	29,700.00

Signature of Department Director

Date Signed

Department

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

City Manager

Date Approved

Ordinance Number

Date Posted by Finance



AGENDA ITEM REPORT

Meeting: City Council - Aug 19 2025

Staff Contact: Gillian Gatewood, Finance Director

Department: Finance

Subject: Consider Ordinance 2025-16 Amending the Fiscal Year 2025 Budget - Auction

Item Summary:

This budget amendment is to allocate auction funds.

Recommendation(s):

Motion to approve Ordinance 2025-16 amending the fiscal year 2025 budget for auction funds.

Attachments:

[Ordinance 2025-16 Amending Budget-Auction
Auction Budget Amendment](#)

**CITY OF MOUNT PLEASANT, TEXAS
ORDINANCE NO. 2025-16**

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 to provide allocation for auction proceeds and necessary expenditures using those funds.

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 19th day of August.

APPROVED:

ATTEST:

Wesley Lyon, Mayor

Candias Webster, City Secretary

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

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

Purpose: To provide allocation for auction proceeds and necessary expenditures using those funds.

INCREASE

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
100-57400-000	REVENUE FROM OTHER RESOURCES	339,848.86

INCREASE

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
100-65110-214	CONTRACTUAL AND FEE SERVICES	2,100.00
100-66120-214	CAPITAL OUTLAY - OTHER EQUIP	72,400.00
100-66120-417	CAPITAL OUTLAY - OTHER EQUIP	210,000.00
100-65110-213	CONTRACTUAL AND FEE SERVICES	55,348.86

Signature of Department Director

Date Signed

Department

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

City Manager

Date Approved

Ordinance Number

Date Posted by Finance



AGENDA ITEM REPORT

Meeting: City Council - Aug 19 2025

Staff Contact: Garrett Houston, Public Works Director

Department: Public Works

Subject: Consider Dellwood Park Improvement Construction Documents and Construction Administration.

Item Summary:

[Proposal from M.H.S. Planning & Design LLC. for professional services](#) for Dellwood Park Improvements. Included phases- Design Development Phase, Construction Documents Phase, Bidding Phase, and Construction Administration Phase. The improvements are located in Dellwood Park Exhibit 'A'. Proposed elements for the project include a lighted tennis court, a lighted pickleball court, a multipurpose court, associated fencing and equipment, existing playground improvements at the perimeter and safety surfacing, a pavilion, trails, site furniture, irrigation, and landscaping.

Financial Impact:

The Contract Amount as Awarded: \$178,225.00

Lump sum fee for this project phase is \$172,725.00.

The estimated reimbursable expenses for this project phase is \$5,500.

Total Professional Services listed above and estimated project reimbursables is [\\$178,225.00](#).

Recommendation(s):

Recommend a motion to approve M.H.S. Planning & Design LLC's Proposal for professional services for Dellwood Park Improvement Construction Documents and Construction Administration.

Attachments:

[8.4.25 MHS Proposal - Dellwood Park](#)

[2025.07.29 - Dellwood Park - Exhibit A](#)

[Exhibit B](#)



August 4, 2025

Mr. Garrett Houston
City of Mount Pleasant
Via Email: ghouston@mpcity.org

RE: Dellwood Park Improvement – Construction Documents and Construction Administration

Dear Mr. Houston,

It is our pleasure to submit this proposal for professional services with the improvements to Dellwood Park located in the Mount Pleasant as shown in Exhibit 'A'. Proposed elements for the project include a lighted tennis court, lighted pickleball court, multipurpose court, associated fencing and equipment, existing playground improvements at perimeter and safety surfacing, pavilion, trails, site furniture, irrigation and landscaping.

Upon your review of this proposal, we would appreciate the opportunity to meet with you to review and further clarify any items and the scope as presented. If you agree with the scope of services and fees as presented, please sign and return to our office.

Based on our understanding of the project, we propose the following scope of services:

1. Design Development Phase

- a. Revise and refine the preferred design based on staff direction, Parks Board, and City Council.
- b. Provide revised final site plan from Client comments.
- c. Geotechnical Investigation and report for the project. Seven sample borings are included for the proposed improvements of the park.
- d. Provide preliminary drainage and grading map.
- e. Design Development presentation to determine styles and themes for the proposed improvements.
- f. Prepare supplemental sketches as required to illustrate the design intent.
- g. Provide progress update to City Council @ 75% complete documents.
- h. Provide updated probable cost estimate for construction.
- i. General coordination meetings with City staff.

2. Construction Documents Phase

- a. Based on the approved preliminary design documents, coordinate and/or prepare detailed construction drawings and specifications for erosion control, grading, paving, drainage,

- b. utilities, landscaping, and other site improvements for the Project. The construction drawings and specifications shall be prepared for the full project.
- c. Furnish to the Owner construction plans and specifications (PDF). Plans for review at 75% and 100% along with updated cost estimates. Submittal documents typically include the following sheets, but all may not be required for this project:
 - 1. Cover Sheet with Sheet Index and Project Location map
 - 2. General Notes and Legends
 - 3. Project Site Layout Plan
 - 4. Quantity Summary
 - 5. Plant Protection and Tree Mitigation Plan
 - 6. Layout and Dimensioning Plan
 - 7. Typical Sections
 - 8. Demolition Plan
 - 9. Paving Plan and Profile
 - 10. Pavement Markings
 - 11. Project Signage
 - 12. Sport Court Surface Plans
 - 13. Median and Driveway Layout
 - 14. Retaining Wall Layout and Details
 - 15. Construction Sequencing and Traffic Control (Utilities)
 - 16. Construction Sequencing and Traffic Control (Paving)
 - 17. Electrical Plans and Details
 - 18. Drainage Area Map
 - 19. Runoff, Inlet, and Storm Sewer Calculations
 - 20. Storm Sewer Plan and Profile
 - 21. Culvert Plan and Profile
 - 22. Channel Profiles and Cross-Sections
 - 23. Special Drainage Details
 - 24. Water Line Plan and Profile (12" or Larger)
 - 25. Wastewater Plan and Profile (septic system anticipated)
 - 26. All Special Water and Wastewater Construction Details
 - 27. Storm Water Pollution Prevention or Erosion Control Plans
 - 28. Project Details
 - 29. Hardscape Plans and Details
 - 30. Park Equipment Plans and Details
 - 31. Landscape Plans and Details
 - 32. Irrigation Plans and Details
 - 33. Earthwork Summary
 - 34. Technical Specifications and/or Special Provisions for the project

- d. Coordinate with the relevant utility services of the City and franchise utilities, as necessary to determine conflicts.
- e. Final Geotechnical Report to include recommendations for pavements, foundations, and other site program design elements proposed.
- f. General coordination meetings with City staff.
- g. City Staff update @ 75% progress (Construction Documents).
- h. Submit Plan Set to TDLR for review and approval.

Following completion of the Construction Documents, the Consultant will coordinate with a RAS for the purpose of reviewing the plans for the Project for conformance with the Texas Accessibility Standards (TAS). The Consultant will use a RAS subconsultant for the Texas Department of Licensing and Regulation (TDLR) required plan review and project inspection. The Consultant will coordinate with the RAS for project registration with the TDLR prior to bidding and project inspection upon completion of construction. The Consultant will prepare plans in general conformance with TAS and will make one (1) round of revisions to the plans based on comments received from the RAS.

3. Bidding Phase

- a. Coordination of bidding and award of the project. Attend virtual Pre-Bid and Pre-Construction Conferences and cooperate with the City as needed to interpret, clarify, amend, or expand the bid documents. Deliverables - Provide up to Five (5) Final Bid Set of Construction Documents (Signed and sealed w/City Issued for Construction Stamp), Tabulated Bid Form and Bid Summary Letter.

4. Construction Administration Phase

- a. This fee assumes that the project will be constructed within a 6-month timeframe after the City approval of award of construction to a General Contractor within 90 days of bids received.
- b. As requested by the Owner, the Consultant shall visit the site and consult with the Client and the contractor to resolve construction and design related problems.
- c. Monthly site visits to observe the progress and quality of work.
- d. Review, respond and document Requests for Information (RFIs).
- e. Monthly Update Meetings with Owner Staff and Contractor.
- f. Check samples, catalog data, laboratory testing, shop drawings, mill tests of materials and equipment, and other data which the Contractor is required to submit, only for the conformance with the design concept.
- g. Review and request approval of the contractor's pay applications based on the on-site observations of design professional.
- h. Conduct a substantial completion and final inspection of the Project for conformance with the design and recommend in writing final payment to the contractor. Consultant to submit and receive final payment with the written final inspection report.
- i. Provide Record Drawings with the as-built changes as provided by contractor or on-site survey provided by others. Provide drawings in PDF and in AutoCAD (.dwg format) to the Owner. The page size shall be 24" x 36" with a minimum resolution of 300 dpi.

Based on the above scope of services, our lump sum fee for the project is **\$172,725.00**. This fee is based on a total construction budget of \$1,802,515.00. This fee does not include estimated reimbursables of (\$5,500) such as reproductions, TDLR project registration, mileage, etc. and will be invoiced based on the attached rate sheet. This proposal is subject to the general terms and conditions described in Exhibit 'B'.

Based on this scope of services above, our lump sum fee for this project phase is \$172,725.00.

Estimated reimbursable expenses for this project phase is \$5,500.

Total Professional Services listed above and estimated project reimbursables is **\$178,225.00**.

Preparation of the following items and any other items not listed above have been excluded from this proposal but can be provided in an additional service agreement.

Traffic Impact Analysis	TxDOT Permits	Final Plat
Flood Studies	USACE Permitting Fee	Off-Site Roadway Design
Off-Site Utilities	Environmental Survey	Three-way Contracts w/ City

If our services are needed for additional items, we can prepare a separate proposal or bill you hourly based on the attached rate sheet.

We have enjoyed the opportunity to partner with you and the City through this project and appreciate your feedback. If you have any questions, please feel free to contact me.

Sincerely,



David B. Shipp, PLA, ASLA
Partner / Landscape Architect

Approved _____

Date _____

DELLWOOD PARK

MOUNT PLEASANT, TEXAS



EXHIBIT 'B'

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (this "**Agreement**"), are attached to and made a part of the Statement of Work and Letter Agreement dated [REDACTED] (the "**Statement of Work**") by and between MHS Planning and Design, LLC, a Texas limited liability company with offices located at 212 W. 9th Street, Tyler, Texas 75701 ("**MHS**") and [REDACTED], with a mailing address at [REDACTED] ("**Client**" and together with MHS, the "**Parties**", and each a "**Party**").

WHEREAS, MHS has the capability and capacity to provide certain civil engineering, planning, and landscape architecture services; and

WHEREAS, Client desires to retain MHS to provide the said services as more fully described in the Statement of Work, and MHS is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MHS and Client agree as follows:

1. Services. MHS shall provide to Client the services (the "**Services**") set forth in the Statement of Work. Additional Statements of Work shall be deemed issued and accepted only if signed by the MHS Contract Manager and the Client Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively.

2. MHS Obligations. MHS shall:

2.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**MHS Contract Manager**"); and

(b) A number of employees or agents that it deems sufficient to perform the Services detailed in each Statement of Work, (collectively, with the MHS Contract Manager, "**Provider Representatives**").

2.2 Notwithstanding anything to the contrary in this Agreement, MHS may make changes to the Provider Representatives in its sole and absolute discretion; provided that MSH shall first provide notice to Client. In addition, at the reasonable request of Client, MSH shall use reasonable efforts to appoint a replacement Provider Representative at the earliest time it determines to be commercially viable.

2.3 Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Client's written request, MHS shall allow Client or Client's representative to inspect and make copies of such records in connection with the provision of the

Services; provided that Client provides MHS with at least five (5) business days advance written notice of the planned inspection and any such inspection shall take place during regular business hours.

3. Client Obligations. Client shall:

3.1 Designate one or more persons to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from MHS for instructions, information, or approvals required by MHS to provide the Services.

3.3 Cooperate with MHS in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable MHS to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in MHS's provision of the Services.

3.5 Provide MHS with all site specific information pertaining to the project that is within Client's possession or control, including, without limitation, GIS and CAD files, a legal description and any necessary survey, including topographic survey, spot elevations, and locations of all existing utilities, of the real property upon which the project is situated.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the MHS and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within 30 days of receipt by the Client of an invoice from MHS but in no event more than 30 days after completion of the Services performed pursuant to the applicable Statement of Work.

4.2 Client shall reimburse MHS for all reasonable expenses incurred in accordance with the Statement of Work within 30 days of receipt by the Client of an invoice from MHS accompanied by receipts and reasonable supporting documentation.

4.3 Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided, that in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, MHS's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

4.4 All late payments shall bear interest at the lesser of (a) the rate of 1.5% per month and (b) the highest rate permissible under Texas law, calculated daily and compounded monthly. Client shall also reimburse MHS for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which MHS does not waive by the exercise of any rights hereunder), MHS shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.

4.5 Any required retainer, as set forth in the Statement of Work, shall be applied to the final invoice, or at MHS's discretion, the retainer may be applied against any unpaid invoice and shall be replenished by Client when and to the extent requested by MHS. Any unused retainer shall be refunded to Client promptly upon conclusion of the Services and payment in full of all invoices.

5. Limited Warranty and Limitation of Liability.

5.1 MHS warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement.

(b) Using personnel of industry standard skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 MHS's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) MHS shall use reasonable commercial efforts to promptly cure any such breach; provided, that if MHS cannot cure such breach within a reasonable time (but no more than 30 days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) In the event the Agreement is terminated pursuant to Section (a) above, MHS shall within 30 days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Client provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Client.

5.3 MHS MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Ownership of Deliverables. All documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the MHS in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall become the sole property of the Client. MHS may maintain copies thereof for its records and for its future professional endeavors, including, without limitation, advertising and marketing.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided

that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 and Section 8.4 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, MHSs, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date (as hereafter defined) and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 business days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Notwithstanding anything to the contrary in Section 8.2(a), MHS may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for 15 days after Client's receipt of written notice of nonpayment; or (b) more than 2 times in any 6 month period.

8.4 The rights and obligations of the Parties set forth in this Section 8.4 and Section, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL MHS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL MHS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MHS PURSUANT TO THIS AGREEMENT AND ANY APPLICABLE STATEMENTS OF WORK.

10. Insurance. During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate with financially sound and reputable insurers. Upon MHS's request, Client shall provide MHS with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name MHS as an additional insured. MHS shall provide Client with 30 days' advance written notice in the event of a cancellation or material change in MHS's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against MHS's insurers and MHS.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth in the Statement of Work (or to such other address that the receiving Party may designate from time to time in accordance with this Section), and shall be deemed given and effective (i) on the date of personal delivery to the recipient, (ii) at the time when confirmation

of successful transmission is received by the sending computer when sent by electronic transmission, (iii) three (3) days following the date of mailing if sent by certified United States mail, return receipt requested, postage prepaid, or (iv) one (1) day following mailing if deposited for next day delivery with Federal Express or a commercially recognized overnight carrier for overnight delivery.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MHS. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. MHS may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of MHS's assets without Client's consent.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by MHS shall be under its own control, Client being interested only in the results thereof. The MHS shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and Statements of Work, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Eastern District of Texas, Tyler Division or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Tyler, Smith County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Eastern District of Texas, Tyler Division or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Tyler, Smith County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Effective Date. The Effective Date of this Agreement is the date upon which the Statement of Work is accepted by Client.

24. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to MHS hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon

as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 50 consecutive days following written notice given by it under this Section 24, the other Party may thereafter terminate this Agreement upon 30 days' written notice.



AGENDA ITEM REPORT

Meeting: City Council - Aug 19 2025

Staff Contact: Greg Nyhoff, City Manager

Department: Administration

Subject: City Manager's Report

Attachments:

[Airport July 2025](#)

[Animal Control July 2025](#)

[Building July 2025](#)

[Code July 2025](#)

[Court July 2025](#)

[Fire July 2025](#)

[Library July 2025](#)

[Planning & Zoning July 2025](#)

[Police July 2025](#)

[Public Works July 2025](#)

[Utility July 2025](#)

AIRPORT MONTHLY REPORT

Jul-25

Item/Activity	This month	Total YTD	This Month Year Ago	Total Year Ago
AIRPORT OPERATIONS	724	6722	636	7050
Fixed Wing Reciprocating - Single	488	4278	428	4560
Fixed Wing Reciprocating - Twin	56	582	56	766
Fixed Wing Turboprop	54	364	24	332
Fixed Wing Jet	62	688	46	722
Helicopter	64	810	82	670
BASED AIRCRAFT				
	140		141	
SALES				
Total Fuel Sale (Gals)	15,797	157,798	13,246	156,472
100LL Fuel Sold (Gals)	6,361	52,148	5,370	46,431
Jet Fuel Sold (Gals)	9,436	105,650	7,876	110,041
Revenue	\$88,450.48	\$922,322.53	\$81,578.23	\$959,584.26
Total Fuel Sale (\$)	\$72,882.64	\$724,594.87	\$66,344.38	\$768,238.75
Aviation Oil w/o tax(\$)	\$1,007.72	\$8,983.71	\$291.39	\$6,925.37
Misc Sales w/o tax(\$)	\$50.12	\$263.30	\$47.46	\$378.39
Rental / Lease Income (\$)	\$14,510.00	\$188,480.65	\$14,895.00	\$184,041.75
Accounting		COMMENTS		
Sales Tax Collected (\$)	\$87.27			
Cash Sales Including Tax (\$)	\$444.00			
Deposits (\$)	\$444.00			
Cash on Hand (\$)	\$100.00			

PRINT DATE: 1-Aug-25



CITY OF MT. PLEASANT ANIMAL CONTROL

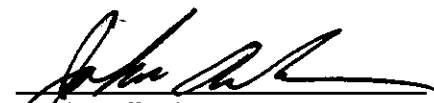
CALENDAR MONTHLY REPORT 2025

July

AC Officer Activity	2025 This Month	Prior Month	Month to Month % Change	2025 Total YTD	2024 This Month	2024 Total YTD	# YTD + or -	2025 % Change YTD From 2024
Calls for Service	107	108	-1%	833	124	635	198	31%
Animal Bite Reports	1	5	-80%	18	1	29	-11	-38%
Warnings Issued	4	4	0%	30	5	41	-11	-27%
Citations Issued	13	17	-24%	103	12	79	24	30%
Complaints filed with Court	0	7	-100%	132	67	67	65	97%
Animals Delivered to Shelter	2025 This Month	Prior Month	2025 Total YTD	% of all Impounds for all 2024 Year	2024 This Month	2024 Total YTD	# YTD + or -	2025 % Change YTD From 2024
Animal Control	24	30	180	13%	46	261	-81	-31%
Mount Pleasant Public	67	96	649	46%	78	400	249	62%
Titus County Public	89	68	457	32%	70	544	-87	-16%
Pittsburg Public	16	12	100	7%	4	90	10	11%
Gilmer Public	12	0	25	2%	13	110	-85	-77%
Total Delivery Activity	208	207	1411	98%	211	1405	6	0%
Animal Disposition From Shelter	2025 This Month	Prior Month	Month to Month % Change	2025 Total YTD	2024 This Month	2024 Total YTD	# YTD + or -	2025 % Change YTD From 2024
Animals Reclaimed by Owner	6	12	-50%	57	12	80	-23	-29%
Animals Adopted	45	48	-6%	297	32	258	39	15%
Animals given to Rescue Org's	57	80	-29%	346	42	426	-80	-19%
Animals Euthanized	69	99	-30%	439	116	629	-190	-30%
Animal Died Natural Causes	4	6	-33%	22	4	9	13	144%
Total Animals Released	181	246	-26%	1389	206	1402	-13	-1%
Animals Chipped	48	64	-25%	583	41	321	262	82%
Adoption without Fee	10	6	N/A	74	6	33	41	124%
Adoption Fees Received	\$2,445	\$2,998	N/A	\$15,704	\$1,779	\$15,132	\$572	4%

BUILDING/PLANNING & DEVELOPMENT MONTHLY REPORT
JULY 2024-2025

ITEM--ACTIVITY	THIS MONTH	TOTAL YTD	THIS MO YR AGO	TOTAL YR AGO
* PERMITS *				
New Residential	1	11	0	18
Residential Add On or Remodel	7	40	0	0
New Commercial	0	3	1	10
Commercial Add On or Remodel	3	12	0	0
New Multi-Family	5	6	0	3
New Duplex	0	0	0	0
Other Permits	32	506	46	540
Certificates of Occupancy	3	41	3	46
Non Profit Special Event Permits	0	13	0	18
Special Event Permits	1	1	0	0
TOTAL PERMITS / LICENSES	52	633	50	635
VALUE				
Commercial Add On or Remodel	\$ 109,998.00	\$ 3,183,508.20	\$ -	
New Commercial Value	\$ -	\$ 20,212,159.40	\$ -	\$ 8,749,580.00
New Multi-Family	\$ -	\$ 29,557,388.00	\$ -	\$ 9,827,000.00
New Town Homes	\$ -	\$ -	\$ -	\$ -
New Duplex	\$ -	\$ -	\$ -	\$ -
TOTAL VALUE	\$ 109,998.00	\$ 52,953,055.60	\$ -	\$ 18,576,580.00
* INSPECTIONS *				
Residential Bldg	77	814	107	1046
Commercial Bldg	64	476	63	599
Grease Traps	28	227	24	364
TOTAL INSPECTIONS	169	1517	194	2009
REVENUE				
New Residential Bldg/addon/rmdl	\$ 6,005.20	\$ 34,189.10	\$ -	\$ 21,559.00
New Commercial Bldg/addon/rmdl	\$ 1,542.22	\$ 105,261.94	\$ 467.02	\$ 38,735.19
New Multi-Family	\$ -	\$ 123,654.71	\$ -	\$ 38,959.93
New Town Homes	\$ -	\$ -	\$ -	\$ -
New Duplex	\$ -	\$ -	\$ -	\$ -
Other Permits	\$ 2,692.40	\$ 60,863.35	\$ 4,988.77	\$ 97,147.12
Re-inspections	\$ -	\$ -	\$ -	\$ -
Certificates of Occupancy	\$ 150.00	\$ 1,950.00	\$ 150.00	\$ 2,350.00
Special Event Permits	\$ 250.00	\$ 250.00	\$ -	\$ -
TOTAL REVENUE	\$ 10,639.82	\$ 326,169.10	\$ 5,605.79	\$ 198,751.24


 Building Official

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

Type	Permit #	Name	Address	Fees Due	Date Paid	Valuation
Certificate of Occupancy	COI35295	Expectant Heart PRC	1312 E Ferguson Rd	6/24/2025	\$50.00	
	COI35304	Harbour Trailer Parts LLC	1308 Industrial Rd	7/7/2025	\$50.00	
	COI35321	In N Out Automotive	404 W Ferguson Rd.	7/1/2025	\$50.00	
Total	3				\$150.00	
Commercial Add On or Remodel	CAR35337	Nohemi Cardenos	303 W Magnolia Dr	7/7/2025	\$655.25	\$50,000.00
	CAR35352	Eddie Harbour	1308 Industrial Rd	7/18/2025	\$332.72	\$19,998.00
	CAR35377	Ashley Furniture	2306 S Jefferson Ave	7/30/2025	\$554.25	\$40,000.00
Total	3				\$1,542.22	\$109,998.00
Concrete	FW35330	EAG Auto Group	2045 Burton Rd	7/2/2025	\$131.15	\$5,600.00
Total	1				\$131.15	\$5,600.00
Demo	DEMO35331	Texas Oncology	1612 Shadywood Ln	7/2/2025	\$50.00	
Total	1				\$50.00	
Electrical Permit	ELC35341	Anna Mitchell Estate	1323 Merritt Ave	7/8/2025	\$75.00	
	ELC35355	Ana Ibara	907 S Williams Ave	7/15/2025	\$75.00	
	ELC35360	Roner LLC	1005 E 9th St	7/21/2025	\$75.00	
	ELC35373	Toliver Buick GMC	2739 W Ferguson Rd	7/24/2025	\$676.25	\$53,000.00
Total	4				\$901.25	\$53,000.00
Fence	FENCE35338	Valery ramos	307 E Arizona	7/7/2025	\$50.00	
	FENCE35348	Eddie Harbour	1308 Industrial Rd	7/10/2025	\$50.00	
	FENCE35351	Joaquin Ortega	804 W 10th St	7/11/2025	\$50.00	
	FENCE35353	Arturo Vargas	806 W Arizona St	7/14/2025	\$50.00	
Total	4				\$200.00	
Mechanical Permit	MEC35310	Northridge Apartments	2104 Wilson Dr	7/1/2025	\$75.00	
	MEC35319	Patty Properties	312 Dogwood Ln	7/1/2025	\$75.00	
Total	2				\$150.00	
Miscellaneous	MISC35334	MINTER BILLIE JO L/E	1210 MLK AVE	7/3/2025	\$50.00	
	MISC35336	Gabriela Campos	1202 Alexander Rd	7/7/2025	\$50.00	
	MISC35371	James Garrett	810 E 4th St	7/23/2025	\$50.00	
	MISC35374	ROCA RUDY D	1909 Happy St	7/28/2025	\$50.00	
Total	4				\$200.00	
New Multi-Family	NMF35324	ATC Partners	1013 Mattingly Drive		\$0.00	
	NMF35325	ATC Partners	1013 Mattingly Drive		\$0.00	
	NMF35326	ATC Partners, LLC	1013 Mattingly Drive		\$0.00	
	NMF35327	ATC Partners, LLC	1024 Mattingly Drive		\$0.00	
	NMF35328	ATC Partners, LLC	1024 Mattingly Drive		\$0.00	
Total	5				\$0.00	
New Residential	NHP35361	Jonatan De Santiago	578 County Rd 1612	7/29/2025	\$3,079.00	
Total	1				\$3,079.00	
Plumbing Permit	PLM35372	Roberto Flores	1910 E 1st St	7/24/2025	\$75.00	
Total	1				\$75.00	

[illegible]

City of Mount Pleasant's Code Enforcement Monthly Report - By Violation Type 7/1/2025 to 7/31/2025

	Total Cases	Total Inspections	Door Hangers	Warning Letters	2nd Warning Letters	Certified Letters	Contractor Assigned	Citations	Bills	Liens Filed	Filed Cases in Court
Food Service Complaint	2	0	0	0	0	0	0	0	0	0	0
Property Maintenance	1	0	0	0	0	0	0	0	0	0	0
Zoning	1	0	0	0	0	0	0	0	0	0	0
JV											
Inoperable Vehicles	11	14	0	0	1	9	0	0	0	0	0
MISC											
Blind Corner	2	4	2	0	0	0	0	0	0	0	0
Weeds and Grass	0	1	0	0	0	0	0	0	0	0	0
OS											
Open Storage	6	20	1	5	1	0	1	0	1	0	0
PM											
Property Maintenance	4	17	0	2	1	0	1	0	1	0	0



THE TEXAS OFFICE OF COURT ADMINISTRATION

Court Activity Reporting and Directory System

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Municipal Court: Mount Pleasant

Judge: Kay McNutt

Clerk:

[Municipal Main Menu](#) > [Monthly Report Search](#) > [Monthly Report](#)**Criminal****Civil****Juvenile****Additional****722250100, Titus County, Mount Pleasant: July 2025**

Report was Entered Successfully

CASES ON DOCKET

TRAFFIC MISDEMEANORS

NON-TRAFFIC MISDEMEANORS

	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
CASES PENDING FIRST OF MONTH <i>(Equals total cases pending end of previous month.)</i>	2409	0	0	1890	642	390
DOCKET ADJUSTMENTS	0	0	0	0	0	0
1. CASES PENDING FIRST OF MONTH (Adjusted)	2409	0	0	1890	642	390
a. Active Cases	200	0	0	113	8	138
b. Inactive Cases	2209	0	0	1777	634	252
No Activity ☐						
2. NEW CASES FILED <i>(Include all new cases filed, including those that may also have been disposed this month.)</i>	202	0	0	67	39	18
3. CASES REACTIVATED	38	0	0	35	15	17
4. ALL OTHER CASES ADDED	0	0	0	0	0	0
5. TOTAL CASES ON DOCKET <i>(Sum of Lines 1a, 2, 3 & 4.)</i>	440	0	0	215	62	173
DISPOSITIONS						
6. DISPOSITIONS PRIOR TO COURT APPEARANCE OR TRIAL						
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.14).)</i>	113	0	0	49	26	16
b. Dismissed by Prosecution	0	0	0	1	1	2
7. DISPOSITIONS AT TRIAL						
a. Convictions						
1) Guilty Plea or Nolo Contendere	25	0	0	6	10	3
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0

8. COMPLIANCE DISMISSALS

a. After Driver Safety Course (CCP, Art. 45.0511)	7					
b. After Deferred Disposition (CCP, Art. 45.051)	37	0	0	13	5	0
c. After Teen Court (CCP, Art. 45.052)	0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)					0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)				0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)	4					
g. All Other Transportation Code Dismissals	12	0	0	0	0	0
9. ALL OTHER DISPOSITIONS	20	0	0	6	4	13
10. TOTAL CASES DISPOSED (Sum of Lines 6, 7, 8 & 9.)	218	0	0	75	46	34
11. CASES PLACED ON INACTIVE STATUS	44	0	0	34	14	7
12. CASES PENDING END OF MONTH (Sum of Lines 12a & 12b.)	2393	0	0	1882	635	374
a. Active Cases (Line 5 minus the sum of Lines 10 & 11.)	178	0	0	106	2	132
b. Inactive Cases (Line 1b minus Line 3, plus Line 11.)	2215	0	0	1776	633	242
13. SHOW CAUSE AND OTHER REQUIRED HEARINGS HELD	0	0	0	0	0	0
14. CASES APPEALED						
a. After Trial	0	0	0	0	0	0
b. Without Trial	2	0	0	0	0	0

Notes:

/

Prepared By: amartinez**Submit**



THE TEXAS OFFICE OF COURT ADMINISTRATION

Court Activity Reporting and Directory System

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Criminal**Civil****Juvenile****Additional**

722250100, Titus County, Mount Pleasant: July 2025

Report was Entered Successfully

No Activity ☐

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



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Criminal**Civil****Juvenile****Additional**

722250100, Titus County, Mount Pleasant: July 2025

Report was Entered Successfully

No Activity ☐

NUMBER GIVEN

NUMBER REQUESTS
FOR COUNSEL

1. MAGISTRATE WARNINGS

a. Class C Misdemeanors

0

b. Class A and B Misdemeanors

0

0

c. Felonies

0

0

TOTAL

2. ARREST WARRANTS ISSUED

a. Class C Misdemeanors

99

b. Class A and B Misdemeanors

0

c. Felonies

0

3. CAPIASES PRO FINE ISSUED

170

4. SEARCH WARRANTS ISSUED

0

5. WARRANTS FOR FIRE, HEALTH AND CODE INSPECTIONS FILED (CCP, Art. 18.05)

0

6. EXAMINING TRIALS CONDUCTED

0

7. EMERGENCY MENTAL HEALTH HEARINGS HELD

0

8. MAGISTRATE'S ORDERS FOR EMERGENCY PROTECTION ISSUED

0

9. MAGISTRATE'S ORDERS FOR IGNITION INTERLOCK DEVICE ISSUED (CCP, Art. 17.441)

0

10. ALL OTHER MAGISTRATE'S ORDERS ISSUED REQUIRING CONDITIONS FOR RELEASE ON BOND

0

11. DRIVER'S LICENSE DENIAL, REVOCATION OR SUSPENSION HEARINGS HELD (TC, Sec. 521.300)

0

12. DISPOSITION OF STOLEN PROPERTY HEARINGS HELD (CCP, Ch. 47)

0

13. PEACE BOND HEARINGS HELD

0

14. CASES IN WHICH FINE AND COURT COSTS SATISFIED BY COMMUNITY SERVICE

a. Partial Satisfaction

1

b. Full Satisfaction	5
15. CASES IN WHICH FINE AND COURT COSTS SATISFIED BY JAIL CREDIT	82
16. CASES IN WHICH FINE AND COURT COSTS WAIVED FOR INDIGENCY	2
17. AMOUNT OF FINES AND COURT COSTS WAIVED FOR INDIGENCY <i>(Round to the nearest dollar)</i>	765
18. FINES, COURT COSTS AND OTHER AMOUNTS COLLECTED <i>(Round to the nearest dollar)</i>	
a. Kept by City	42481
b. Remitted to State	16779
c. Total	59261

Notes:



Prepared By: amartinez

Submit



Mount Pleasant Fire Department Monthly Report July 2025

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
Fires				
100-Fire, other		3		
111-Building Fire	1	26	1	32
112-Fire in structure other than building		2		
113-Cooking fire, confined to container		4		3
114- Chimney or flue fire, contained to chimney				
118-Trash or rubbish fire, contained				4
121-Fire in mobile home		1		3
122-Fire in motor home, camper, rec vehicle		2		2
123-Fire in portable building		1		
130-Mobile property fire, other	1	3		1
131-Passenger vehicle fire	5	20	2	20
132-Road freight or transport vehicle fire	4	10		2
134-Water vehicle fire		1		
135-Aircraft Fire				1
137-Camper or RV fire				2
138-Off road/heavy equipment fire	1	4	2	2
140-Natural vegetation fire, other				
141-Forest, woods, or wildland fire	9	75	1	28
143 - Grass fire		3		
150-Outside rubbish fire, other		1		
151-Outsid rubbish, trash or waste fire	1	2		
152-Garbage dump or landfill fire				
154-Dumpster fire				1
160-Special outside fire, other		2		1
161-Outside Storage Fire		1		
162-Outside equipment fire				1
163-Outside gas or vapor combustion explosion				1



Mount Pleasant Fire Department Monthly Report July 2025

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
170- Cultivated vegetation/crop fire				
173-Cultivated trees/nursery fire				
OverPressure Rupture, Explosion, Overheat (NO FIRE)				
220-Overpressure rupture, other				
251-Excessiveheat, scorch burns with no ignition				
Rescue & EMS				
300-Rescue, EMS incident, other				
311-Vehicle accident, patient care only	13	167	14	154
321-EMS 1st Responder call	7	77	4	102
322-Motor vehicle accident with injuries	1	1		
323-Motor Vehicle/pedestrian accident		2		1
324-MVA – no injuries				
331-Lock-in		1		
340-Search for lost person, other	1	1		
341-Search for person on land				
342-Search for person in water		1		
350-Extrication, rescue, other				1
351-Extrication of victim from bldg./structure		2		
352-Extrication of victim from vehicle		16	2	11
353-Removal of victim from stalled elevator				1
356-High-Angle Rescue				
357-Extrication of victim(s) from machinery				
360- Water & Ice Related Rescue				
361- Swimming / Rec Water Rescue				



Mount Pleasant Fire Department Monthly Report July 2025

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
363-Swift water rescue				3
365-Water Craft rescue				1
372-Trapped by power lines				
Hazardous Condition (NO FIRE)				
400-Hazardous condition, other	1	3		
410-Combustible/flammable gas		1		
411-Gasline or other flammable liquid spill	1	7		1
412-Gas leak	2	13	1	22
413-Oil or other combustible liquid spill				
422-Chemical spill or leak		1		
423-Refrigeration leak				
424-Carbon monoxide incident	1	4		5
440-Electrical wiring problem, other		3		3
441-Heat from short circuit (wiring). Defective/worn	1	1		
442-Overheated motor		1		1
443-Breakdown of light ballast				
444-Power line down	2	29	6	28
445-Arcing, shorted electrical equipment		14	1	13
460-Accident,potential accident, other				
461-Bldg/Structure weakened or collapse				
462-Aircraft standby				
Service Calls				
500-Service call, other	2	5		
511-Lockout				
521-Water evacuation				
522-Water or steam leak				
531-Smoke or odor removal		1		
542-Animal rescue		3	1	6



Mount Pleasant Fire Department Monthly Report July 2025

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
550-Public service assistance, other				1
551-Assist police		5	1	4
552-Police matter				
553-Public Service				2
554-Assist Invalid				1
561-Unauthorized burning		14	1	17
571-Cover assignment, standby, move up		2		
Good Intent Calls				
600-Good intent call, other	11	68	8	106
611-Dispatched & cancelled enroute	4	27	3	18
622-No incident found at address	1	2	1	1
631-Authorized controlled burn	3	22	1	8
641-Vicinity alarm (incident in other location)				
650 – Steam, other gas mistaken for smoke				1
651-Smoke scare, odor of smoke		15		9
652-Steam or vapor thought to be smoke	1	1		
671-HAZMAT release investigation				
672-Bio hazard investigation, none found				
False Alarms				
700-False alarm or false call, other	11	71	6	77
710-Malicious false alarm				
711-Municipal alarm system, malicious false alarm				1
721- Bomb Scare - No Bomb				
730-False alarm, or false call, other				
731-Sprinkler activation due to malfunction				1
733-Smoke detector malfunction		2		2



Mount Pleasant Fire Department Monthly Report July 2025

Incident Type	Reported Month 24-25	YTD 24-25	Reported Month 23-24	YTD 23-24
735-Alarm system malfunction		3		1
736-CO detector malfunction		2		6
740-Unintentional transmission of alarm, other				
741-Sprinkler activation, unintentional		3	1	4
743-Smoke detector activation, unintentional		14	2	12
744-Dector activation, unintentional		1		2
745-Alarm System activation, unintentional		13	2	9
746-CO detector activation, no CO		1		1
Severe Weather & Natural Disaster				
800-Severe weather or natural disaster, other				1
814- Lightning strike (no fire)		1		
Special Incidents				
911-Citizen complaint		8	1	17
TOTALS	85	790	62	759

ITEM/ACTIVITY	THIS MONTH	TOTAL YTD	THIS MONTH LAST YEAR	TOTAL LAST YEAR
CIRCULATION OF MATERIALS	8,061	60,139	9,244	63,842
Adult Books	1,721	14,056	1,641	14,997
Youth Books	4163	27,187	5064	27,560
Espanol Books	386	2,497	537	2,564
Audio Books -- Adult	110	1,103	159	1,147
Audio Books -- Juvenile	41	388	42	220
Magazines	29	213	61	270
Videos & DVDs	852	7,150	874	8,205
Uncataloged Items	28	191	23	255
Ebooks (Libby & SimplyE)	662	6,851	792	8,406
Interlibrary Loan Requests/Patrons	14	109	11	109
Interlibrary Loan Requests/Libraries	55	394	40	109
COLLECTION DEVELOPMENT	258	2,229	243	2,142
Books Added to Collection	228	1,905	186	1,844
AV Added to Collection	30	324	57	298
Total Number of Items in Collection	32,542	32,542	31,209	31,209
MEMBERSHIP				
Library Membership--County	85	754	75	750
Library Membership--Out-of-County/Renewals	11	97	8	96
TexShare Membership--County	0	4	2	5
TexShare Membership--Out-of-County	4	29	4	24
Total Number of Registered Borrowers	20,200	20,200	19,261	19,261
FEES COLLECTED	\$2,043.45	\$24,767.26	\$1,544.25	\$20,708.54
Fines Collected for Month	\$358.70	\$3,703.61	\$433.75	\$2,990.14
Out-of-County Membership Fee	\$220.00	\$1,960.00	\$80.00	\$1,580.00
Copies / Misc. / Forms / Coin copier	\$913.60	\$8,522.70	\$529.00	\$5,239.65
Interlibrary Loan Fees Collected for Month	\$20.00	\$172.00	\$12.00	\$226.00
Contributions / Memorials / Summer Programs	\$293.65	\$8,335.25	\$110.75	\$8,378.50
Book Replacement & Damage Fees	\$237.50	\$2,073.70	\$378.75	\$2,293.25
LIBRARY SERVICES				
Computer Users-Sessions	678	4,734	546	4,673
TexShare Database Users	0	126	1	150
Programs Offered-Children's	46	273	7	242
Programs Offered --Adult	12	156	3	69
Program Attendance-Children	1,549	7,643	161	2,307
Program Attendance-Adults	104	579	23	231
MISC.				
Patrons Entering Library	5,433	40,470	4,484	37,247
Patrons Entering Museum	725	4,572	710	3,652
Facebook Visits	1,920	24,593	3,275	36,970
Volunteer Hours	55.75	531.5	22.5	531.25

Programs: Take & Makes, Jared Chapman workshop, Bee program, Paws to Read, Childcare outreach, Dallas Museum of Art virtual tour, teen crafts, teen volunteers, adult craft, Blood Drive, Senior Center outreach, Tech Take Apart, Loose Parts Home Depot craft, Chemistry Roadshow, Preschool story time, Sensory Shenanigans, Toddler Trekkers, Chick-fil-A story time, Silent Book Club, Pushing the Limits Book Club, Book Club, Cafecito con Abuelitos, summer reading

Lupe Herrera, Director

PLANNING & ZONING
MONTHLY REPORT
JULY 2024-2025

Type	Case #	Name	Property	Fees Due	Date Paid
Minor Plats					
Total					
Site Plans					
Total					
Final Plat					
Filing Fee					
Total					
Replat	RP-2025-09	Antonio Hernandez	1201 E 8th	\$ 250.00	
Filing Fee				\$ 120.00	
Total	1			\$ 370.00	07/24/25
Zoning					
Total					
Variances & Appeals					
Total					
Street Closure					
Total					
Preliminary Pre-plat					
Total					
TOTAL	1			\$ 370.00	
TOTAL YEAR TO DATE	22			\$ 7,190.00	



Director of Development Services

MOUNT PLEASANT POLICE DEPARTMENT

MONTHLY REPORT

2025

NIBRS - JULY	2025 This Month	Prior Month	Month to Month % Change	2025 Total YTD	2024 Year Ago This Month	2024 Total Prior YTD	2024/2025 # YTD + or -	2025 % Change YTD From 2024
CRIMINAL HOMICIDE	0	0	0%	0	0	1	-1	-100%
MANSLAUGHTER BY NEGLIGENCE	0	0	0%	0	0	0	0	0%
FORCIBLE RAPE	0	3	-100%	10	1	4	6	150%
RAPE BY FORCE	0	3	-100%	10	1	4	6	150%
ATTEMPTS TO COMMIT	0	0	0%	0	0	0	0	0%
ROBBERY	0	1	-100%	2	0	2	0	0%
FIREARM	0	1	-100%	2	0	1	1	100%
KNIFE OR CUTTING INSRT.	0	0	0%	0	0	0	0	0%
OTHER DANGEROUS WEAPON	0	0	0%	0	0	0	0	0%
STRONG ARM	0	0	0%	0	0	1	-1	-100%
ASSAULT	10	13	-23%	80	10	66	14	21%
FIREARM	0	0	0%	9	0	1	8	800%
KNIFE OR CUTTING INSRT.	1	1	0%	3	0	3	0	0%
OTHER DANGEROUS WEAPON	1	1	0%	3	0	2	1	50%
HANDS, FIST, FEET-AGG INJ	0	0	0%	1	0	0	1	100%
OTHER ASSAULT NOT AGG	8	11	-27%	64	10	60	4	7%
BURGLARY	5	4	25%	24	7	30	-6	-20%
RESIDENTIAL	1	0	100%	6	4	10	-4	-40%
NON RESIDENTIAL	2	2	0%	10	2	2	8	400%
VEHICLE	2	2	0%	8	1	18	-10	-56%
THEFT (NOT VEHICLE)	12	7	71%	90	12	109	-19	-17%
MOTOR VEHICLE THEFT	1	1	0%	10	3	20	-10	-50%
AUTO	1	1	0%	9	3	17	-8	-47%
TRUCKS AND BUSES	0	0	0%	0	0	1	-1	-100%
OTHER VEHICLES	0	0	0%	1	0	2	-1	-50%
Total UCR	28	29	-3%	216	33	232	-16	-7%

MOUNT PLEASANT POLICE DEPARTMENT

MONTHLY REPORT

2025

TRAFFIC	2025 This Month	Prior Month	Month to Month % Change	2025 Total YTD	2024 Year Ago This Month	2024 Total Prior YTD	2024/2025 # YTD + or -	2025 % Change YTD From 2024
CITATIONS ISSUED	224	184	22%	1669	355	2066	-397	-19%
WARNINGS ISSUED	481	385	25%	3101	666	3423	-322	-9%
TOTAL ACCIDENTS	43	46	-7%	306	44	318	-12	-4%
FATAL ACCIDENTS	0	0	0%	0	0	2	-2	-100%
INJURY ACCIDENTS	12	17	-29%	100	12	77	23	30%
DWI CASES	6	7	-14%	69	11	54	15	28%

911 CENTER	2025 This Month	Prior Month	Month to Month % Change	2025 Total YTD	2024 Year Ago This Month	2024 Total Prior YTD	2024/2025 # YTD + or -	2025 % Change YTD From 2024
911 CALLS RECEIVED	1526	1304	17%	9046	1453	9837	-791	-8%
FAMILY VIOLENCE	7	11	-36%	57	7	48	9	19%

*TOTAL ACCIDENT NUMBERS ARE SUBJECT TO CHANGE

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

Fiscal Year 2024-2025

Month July 2025

<u>STREET DEPARTMENT</u>	<u>THIS MONTH</u>	<u>TOTAL YTD</u>	<u>MONTH YEAR AGO</u>	<u>TOTAL YEAR AGO</u>
Work Orders Received	<u>32</u>	<u>203</u>	<u>25</u>	<u>161</u>
Work Orders Completed	<u>32</u>	<u>203</u>	<u>25</u>	<u>161</u>
Patching Materials Used (Tons)	<u>41</u>	<u>223</u>	<u>35</u>	<u>215</u>
Hours Mowing	<u>30</u>	<u>112</u>	<u>25</u>	<u>97</u>
Hours Sweeping (320 hrs.)/Edging	<u>160</u>	<u>2,398</u>	<u>160</u>	<u>1560</u>
Crack Seal (400 hrs.)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Grass Spaying	<u>0</u>	<u>62</u>	<u>0</u>	<u>0</u>

PARKS DEPARTMENT

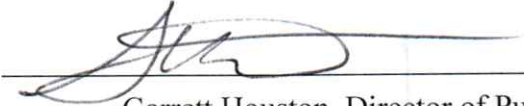
SOLID WASTE DIVISION

This Month 78,692 C.Y. 24,896.34 Tons

This Month Year Ago 63,533.00 C.Y. 17,549.06 Tons

Total YTD 805,776 C.Y. 206,380.3 Tons

Total Year Ago 499,896.27 C.Y. 151,591.59 Tons



Garrett Houston, Director of Public Works

City of Mount Pleasant Utility Department

Fiscal Year: 2024-2025

Month: July 2025

Wastewater Treatment Division

	This Month	This Month Year Ago
Average Flow Tested	2.123 MGD	2.248 MGD
Maximum Flow Treated	2.580 MGD	3.559 MGD

Comments:

Water Treatment Division

	This Month	This Month Year Ago
300 Lakewood Location:		
Average Flow Treated	6.728 MGD	6.023 MGD
Maximum Flow Treated	9.079 MGD	7.852 MGD

510 CR 2300 Location:

Average Flow Treated	1.36 MGD	1.289 MGD
Maximum Flow Treated	3.07 MGD	2.18 MGD

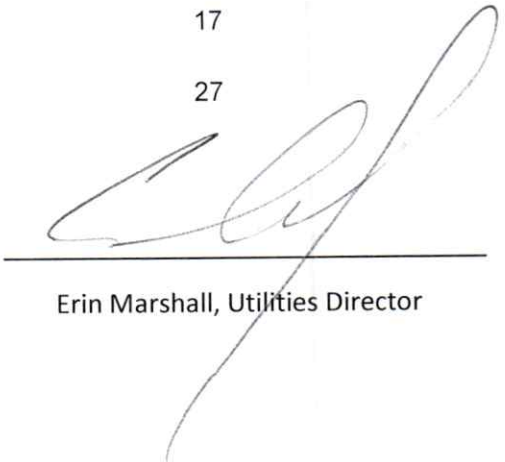
Calendar Year Raw Water Usage

	AC/FT YTD	AC/FT YTD Year Ago
Lake Bob Sandlin – Allotment 7,000 AC/FT	1921.103 acre feet	1598.98 acre feet
Lake Cypress Springs – Allotment 3,598 AC/FT	2800 acre feet	2800 acre feet
Lake Tankersley – Allotment 3,000 AC/FT	0 acre feet	0 acre feet

Comments:

Utility Maintenance Division

	This Month	This Month Year Ago
Work Orders		
Water	18	10
Sewer	29	17
Work Orders Completed	47	27


Erin Marshall, Utilities Director