

NOTICE AND AGENDA OF SPECIAL CALLED MEETING MOUNT PLEASANT CITY COUNCIL

Wednesday, January 7, 2026 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/@thecityofmountpleasanttxa1157streams>

CALL TO ORDER

Roll Call and Certification of a Quorum

Invocation

Pledge of Allegiance

OPEN SESSION

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.

EXECUTIVE SESSION

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

Deliberations Regarding Economic Development Negotiations (Tex. Gov't Code §551.087); and Consultation with Attorney (Tex. Gov't Code §551.071) concerning proposed Chapter 380 Economic Development Incentive and Performance Agreement between the City of Mount Pleasant and Anderson Towne Crossing Partnership, LLC, providing for assistance and economic development benefits under Chapter 380 of the Texas Local Government Code.

RECONVENE INTO THE SPECIAL SESSION

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.

SPECIAL AGENDA

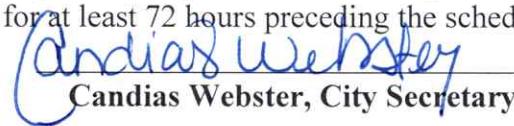
1. Discuss and consider assistance and economic development packages, including possible agreements under Chapters 380 and/or 381 of the Texas Local Government Code with Anderson Towne Crossing Partnership, LLC.
2. Discuss and consider appropriate action regarding road construction expenses for the I-30 Business Park Road, in an amount not to exceed \$350,000 (Three Hundred Fifty Thousand Dollars).
3. Discuss and consider appropriate action on match for High Demand Job Training Grant, not to exceed \$50,000 (Fifty Thousand Dollars).
4. Discuss and consider appropriate action on Mount Pleasant Economic Development Corporation Policies and Procedures Manual.

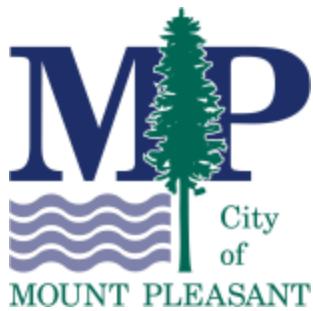
The City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda as authorized by the Texas Government Code §551.071, (Consultation with Attorney), §551.072, (Deliberations about Real Property), §551.074, (Personnel Matters), §551.076, (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 31st December 2025 and remained so posted for at least 72 hours preceding the scheduled of said meeting.


Candias Webster, City Secretary

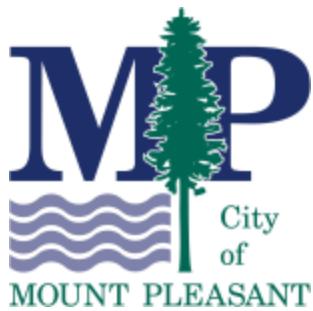


AGENDA ITEM REPORT

Meeting: City Council - Jan 07 2026

Department:

Subject: **Discuss and consider the proposed Chapter 380 Economic Development Incentive and Performance Agreement between the City of Mount Pleasant and Anderson Towne Crossing Partnership, LLC, providing for assistance and economic development benefits under Chapter 380 of the Texas Local Government Code.**



AGENDA ITEM REPORT

Meeting: City Council - Jan 07 2026

Staff Contact: Kevin Carter, Executive Director

Department: IDC

Subject: **Discuss and consider appropriate action regarding Mount Pleasant Economic Development Corporation's proposed road construction expenses for the I-30 Business Park Road, in an amount not to exceed \$350,000 (Three Hundred Fifty Thousand Dollars).**

Attachments:

[MT PLEASANT BUSINESS PARK LTS ACCESS DRIVE](#)
[MPBP LTS OPC](#)

CONSTRUCTION PLANS FOR MOUNT PLEASANT BUSINESS PARK & LTS ACCESS DRIVE

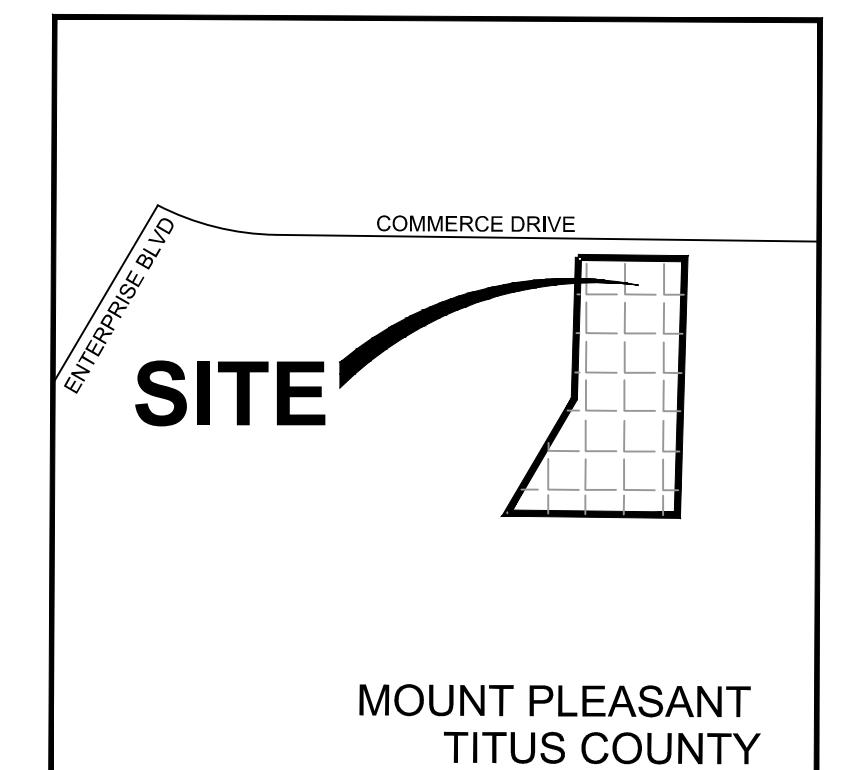
CITY OF MOUNT PLEASANT, TITUS COUNTY, TEXAS

SEPTEMBER 2025

SUBMITTAL LOG

FIRST CITY SUBMITTAL

XX/XX/2025



VICINITY MAP (NOT TO SCALE)

THESE PLANS ARE ISSUED FOR
THE PURPOSE OF PRELIMINARY
REVIEW AND ARE NOT INTENDED FOR
CONSTRUCTION.
WHEN ISSUED IN
FINAL FORM THEY WILL BE
SEALED, SIGNED AND DATED.

RESPONSIBLE ENGINEER:
BGE, INC.
TEXAS REGISTERED ENGINEERING
FIRM F-1046
MCKENZIE L. JOSECK, P.E.
TEXAS REGISTRATION NO. 149338
SEPTEMBER 30, 2025

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C2.0	BGE GENERAL CONSTRUCTION NOTES
C4.0	DEMOLITION PLAN
C4.1	EROSION CONTROL PLAN
C4.2	EROSION CONTROL DETAILS
C5.0	PAVING PLAN AND PROFILE
C5.1	PAVING DETAILS
C6.0	GRADING PLAN
C7.0	EXISTING DRAINAGE AREA MAP
C7.1	PROPOSED DRAINAGE AREAS AND STORM DESIGN

OWNER
CITY OF MT. PLEASANT
INDUSTRIAL DEV CORP
302 N JEFFERSON, STE. 160
MT. PLEASANT, TEXAS 75455
Contact: JANETH MORENO
Tel: 903-904-0994

DEVELOPER
MT. PLEASANT EDC
302 N JEFFERSON, STE. 160
MT. PLEASANT, TEXAS 75455
Contact: JANETH MORENO
Tel: 903-904-0994

BEFORE YOU DIG, CALL DIG TESS
1-800-DIG-TESS



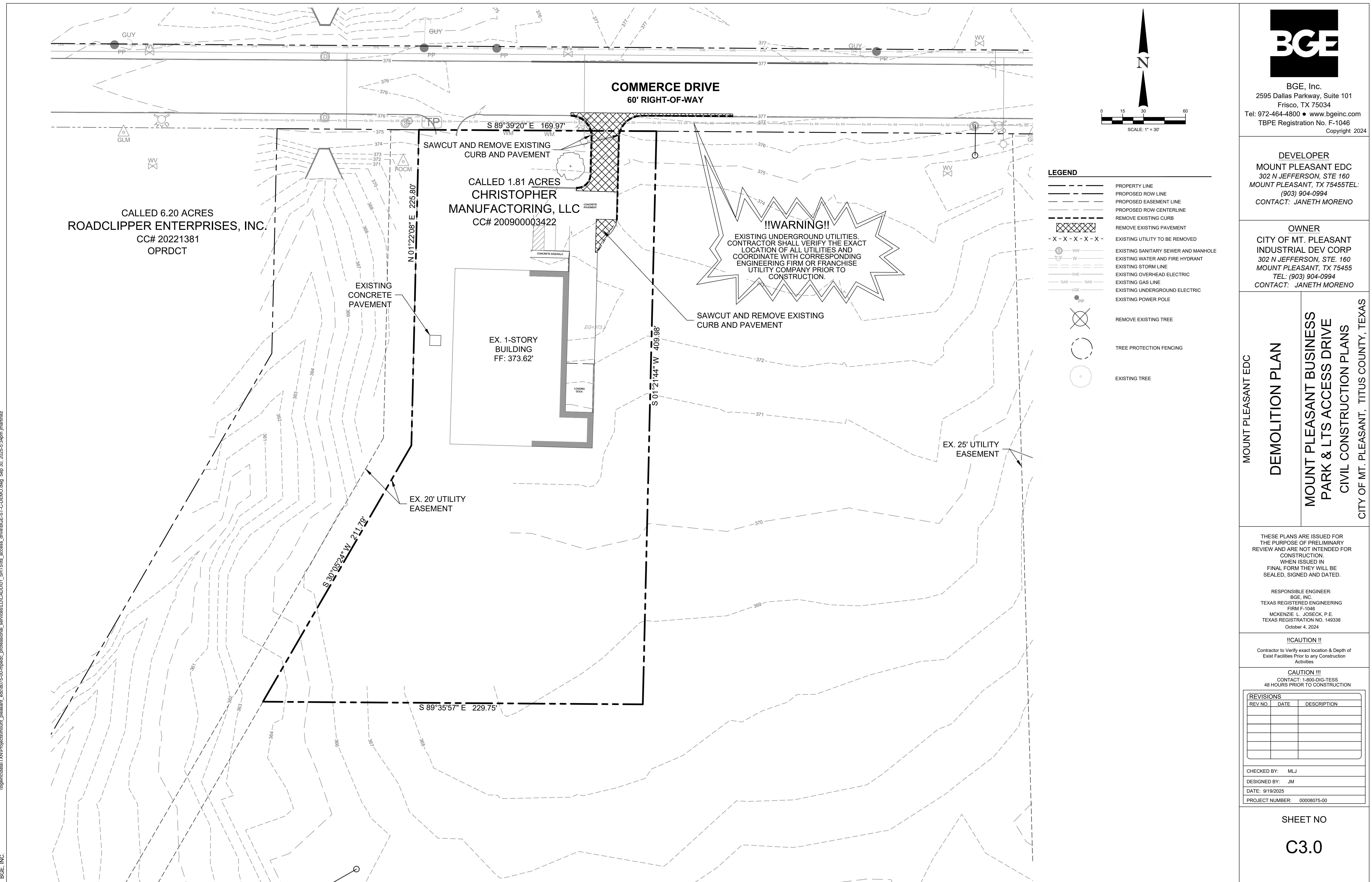
BGE, Inc.
2595 Dallas Pkwy., Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

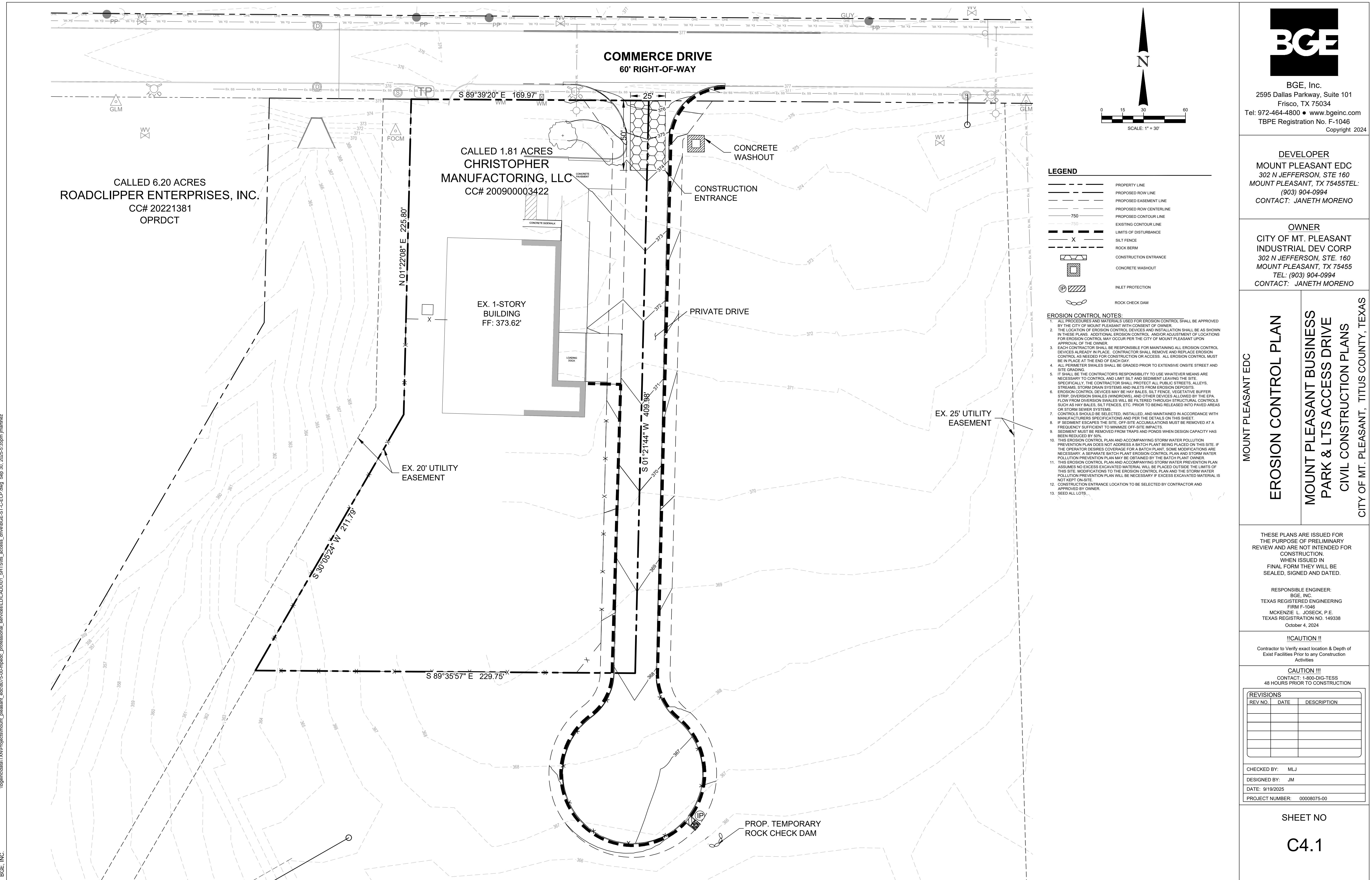
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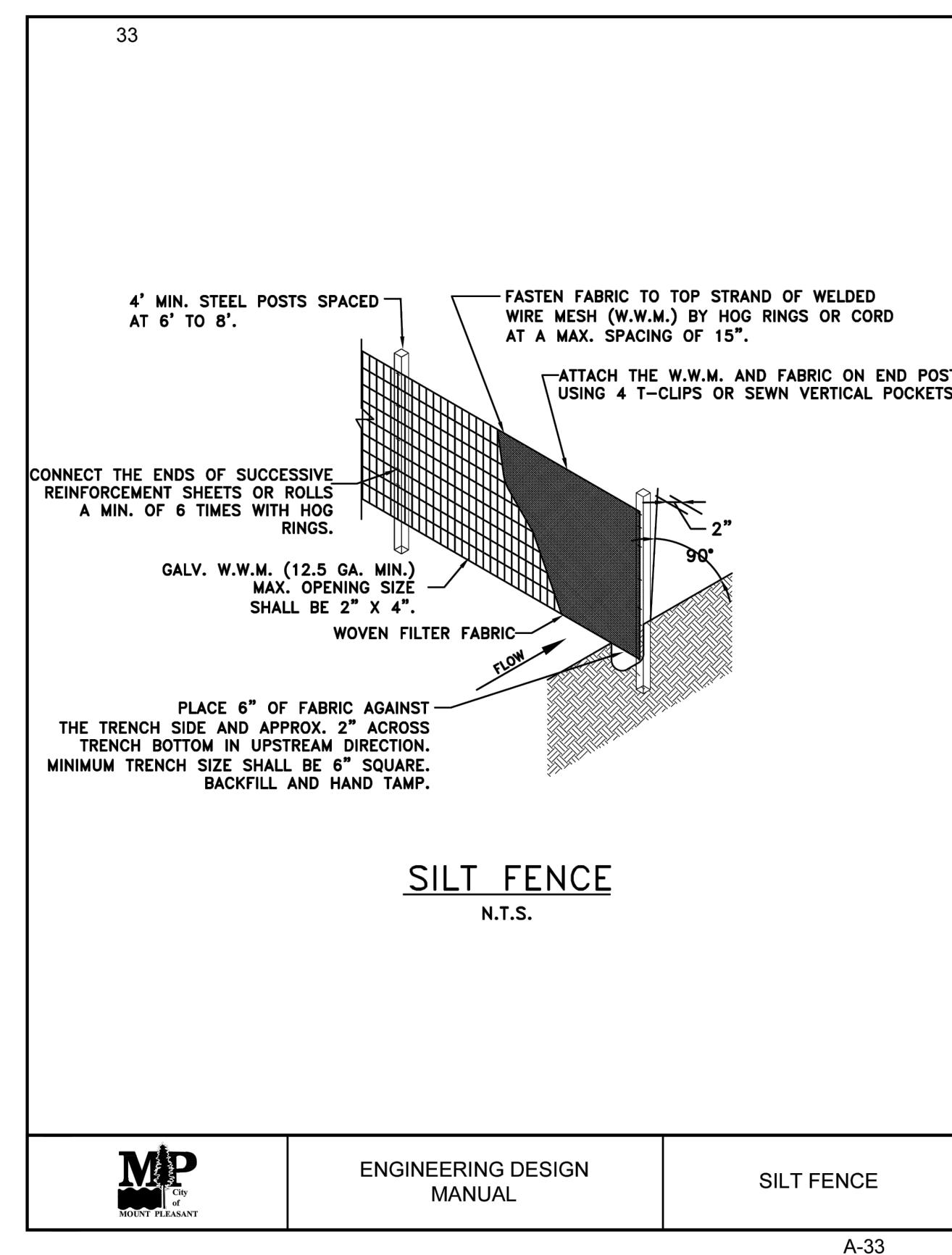
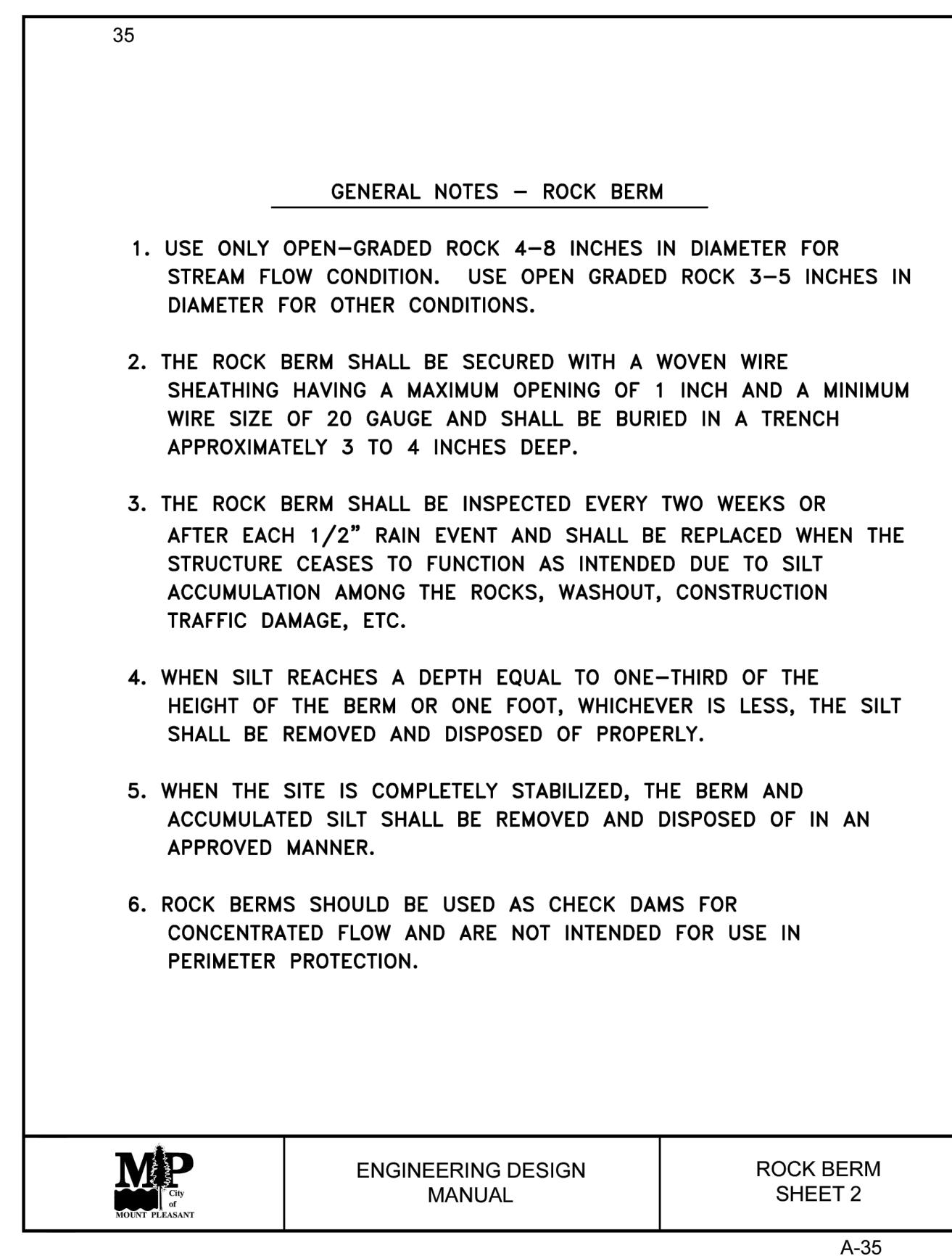
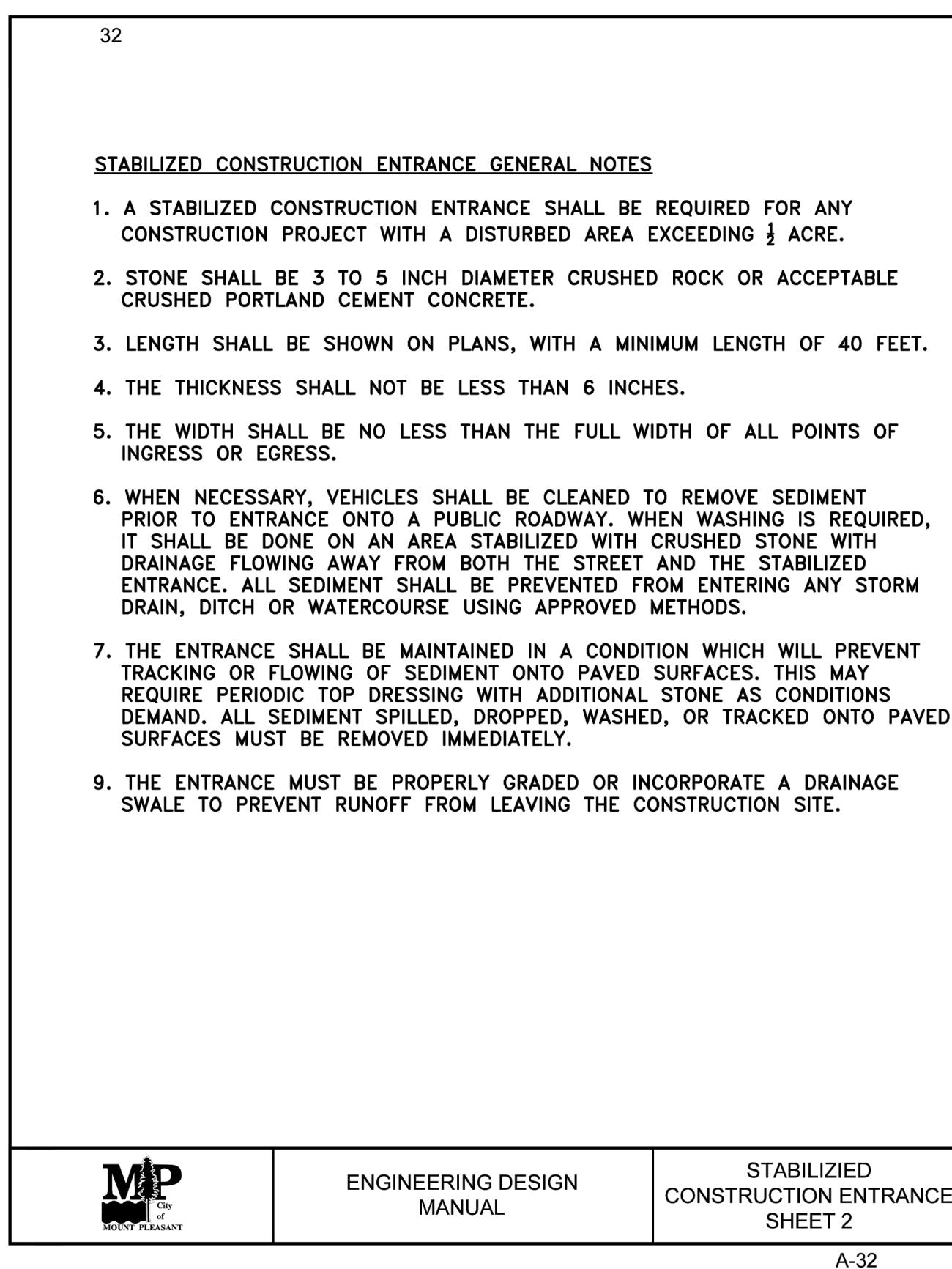
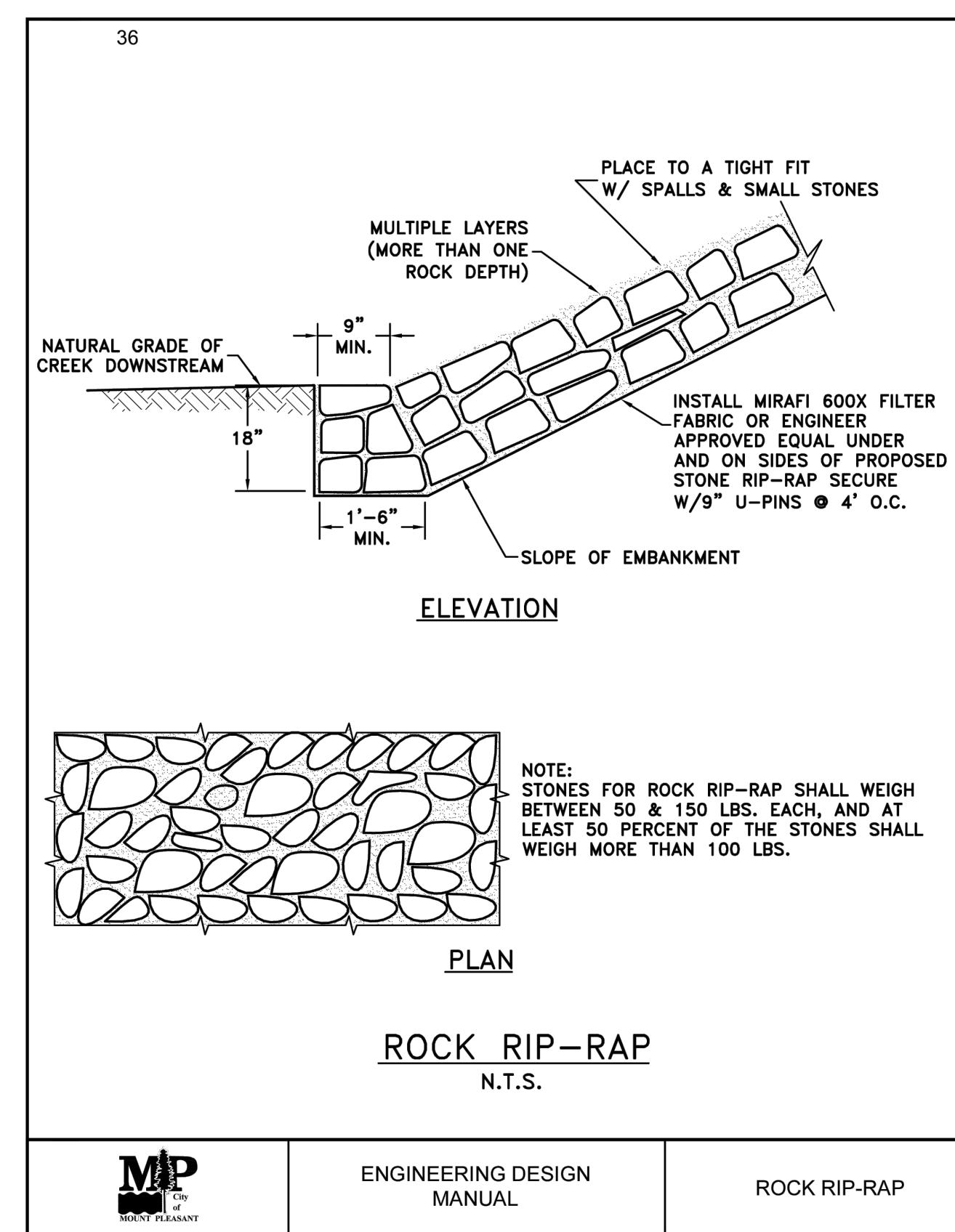
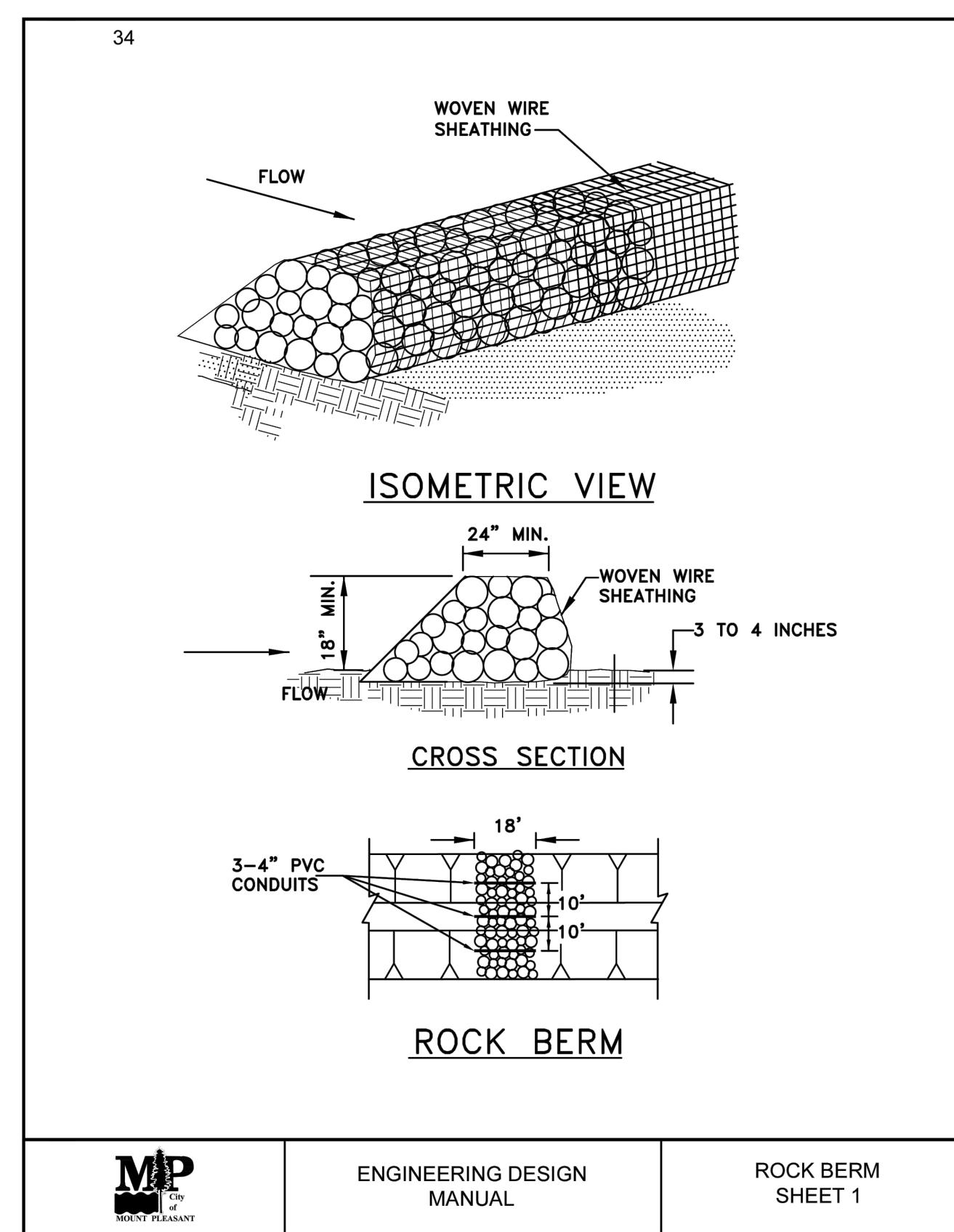
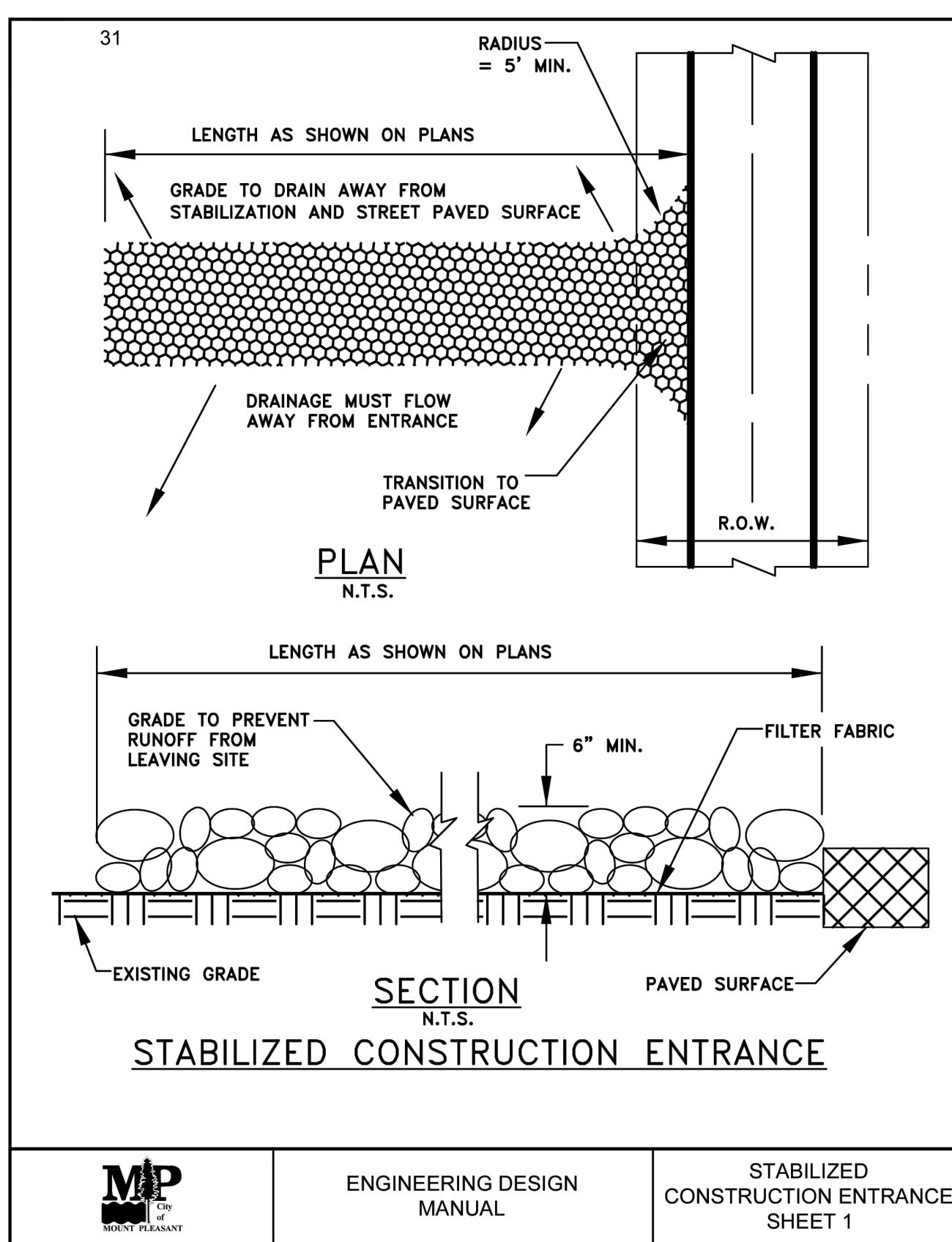
DATUM NOTE:
SITE BM NO. 1
X CUT SET IN TOP OF CONCRETE CURB BEING ON THE NORTH
SIDE OF COMMERCE DRIVE AND BEING ON THE WEST END OF
COMMERCE DRIVE AT A STUB OUT AND BEING APPROX. 6 FEET
SOUTHEAST OF A FIRE HYDRANT.
NAD83 (GRID)
N: 7130242.1
E: 3051995.0
ELEV: 364.68'

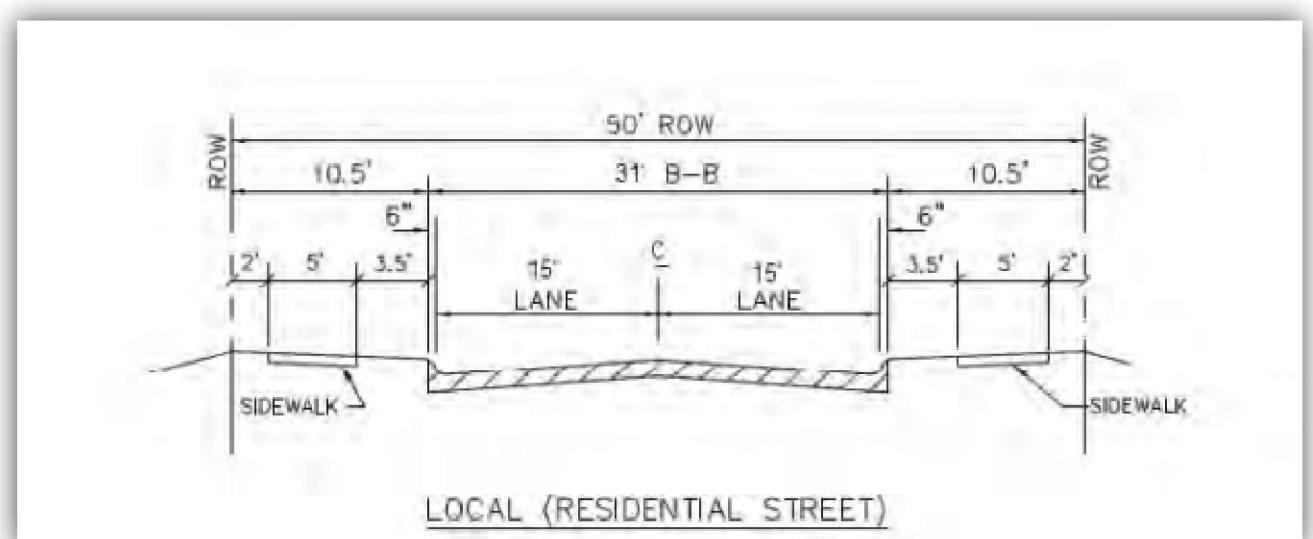
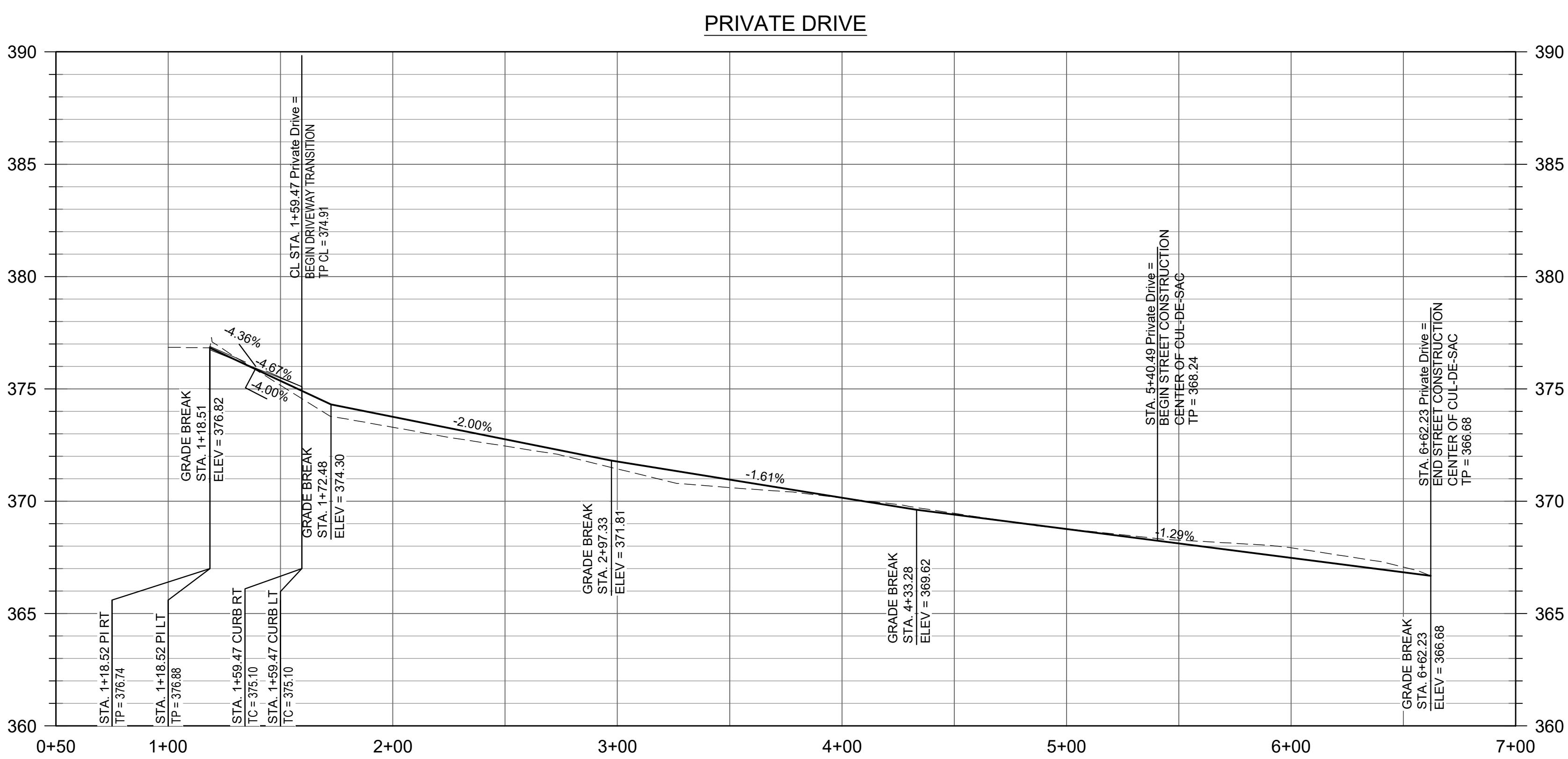
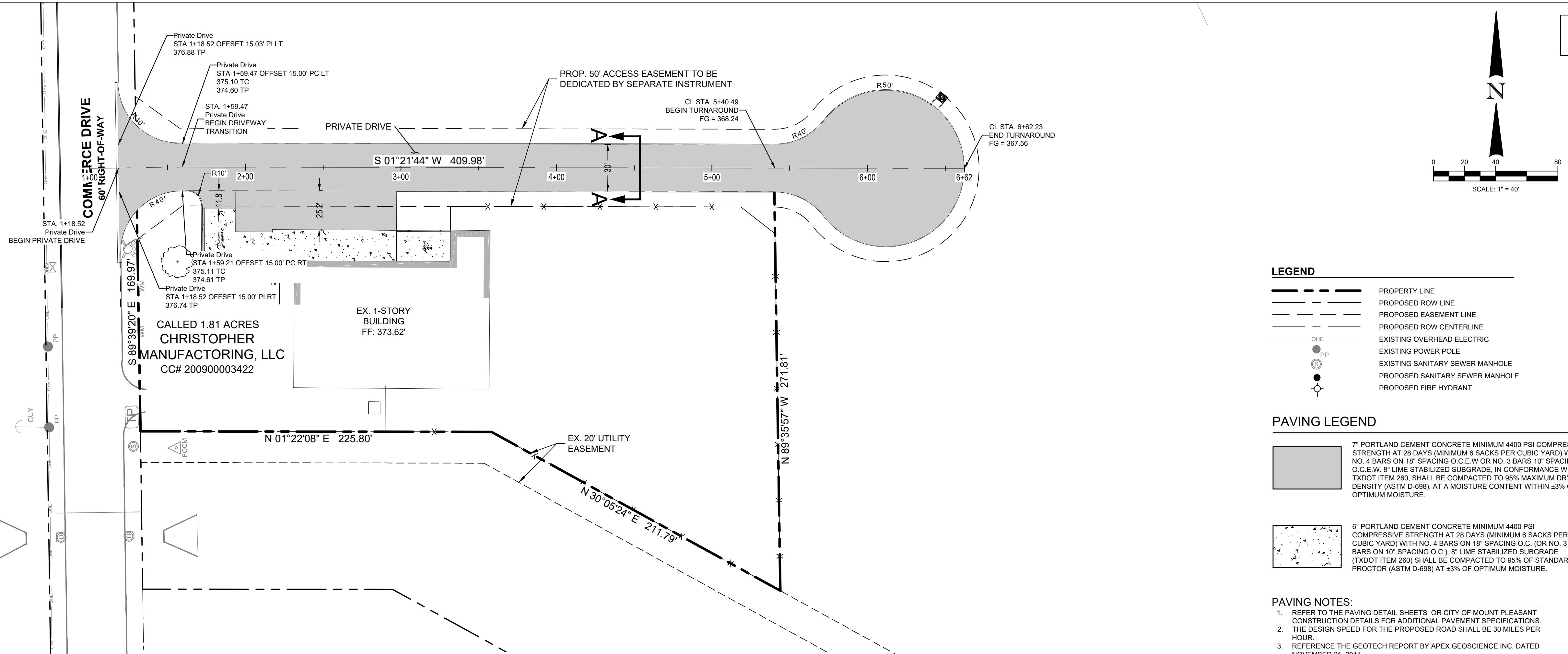
SITE BM NO. 2
X CUT SET NEAR THE EAST END OF COMMERCE DRIVE JUST
WEST OF THE CUL-DE-SAC AND BEING ON THE SOUTH CURB
LINE OF COMMERCE DRIVE. ALSO BEING APPROX 6 FEET EAST
OF A FIRE HYDRANT.
NAD83 (GRID)
N: 7130114.5
E: 3053429.3
ELEV: 374.87'

<p>GENERAL NOTES FOR CONSTRUCTION ACTIVITIES</p> <p>1. ALL CONSTRUCTION, TESTING, AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS.</p> <p>2. TESTING AND INSPECTION OF MATERIALS SHALL BE PERFORMED BY A COMMERCIAL TESTING LABORATORY APPROVED BY THE CITY. CONTRACTOR SHALL FURNISH MATERIALS OR SPECIMENS FOR TESTING, AND SHALL FURNISH SUITABLE EVIDENCE THAT THE MATERIALS PROPOSED TO BE INCORPORATED INTO THE WORK ARE IN ACCORDANCE WITH THE SPECIFICATIONS.</p> <p>3. CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION.</p> <p>4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO BEGINNING ANY CONSTRUCTION.</p> <p>5. CONTRACTOR MUST KEEP AVAILABLE ON-SITE AT ALL TIMES APPROVED CONSTRUCTION PLANS AND COPIES OF ANY REQUIRED PERMITS ALONG WITH THE CURRENT VERSIONS OF THE FOLLOWING REFERENCES: CITY OF FRISCO ENGINEERING STANDARDS, NCTCOG SPECIFICATIONS, TXDOT SPECIFICATIONS, TXDOT STANDARD DRAWINGS.</p> <p>6. ALL SHOP DRAWINGS, WORKING DRAWINGS OR OTHER DOCUMENTS WHICH REQUIRE REVIEW BY THE CITY SHALL BE SUBMITTED BY THE CONTRACTOR SUFFICIENTLY IN ADVANCE OF SCHEDULED CONSTRUCTION TO ALLOW NO LESS THAN 14 CALENDAR DAYS FOR REVIEW AND RESPONSE BY THE CITY.</p> <p>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CONSTRUCTION SURVEYING AND STAKING AND SHALL NOTIFY THE CITY OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH ANY WORK.</p> <p>8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL SURVEY MARKERS INCLUDING IRON RODS, PROPERTY CORNERS, OR SURVEY MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION AND OUTSIDE ROW DURING CONSTRUCTION. ANY SURVEY MARKERS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.</p> <p>9. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE WITH WEEKLY PROGRESS REPORTS.</p> <p>10. CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND DRIVEWAYS ADJACENT TO THE PROJECT FREE OF MUD AND DEBRIS AT ALL TIMES. CONTRACTOR SHALL CLEAN UP AND REMOVE ALL LOOSE MATERIAL RESULTING FROM CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST.</p> <p>11. THE EXISTENCE AND LOCATIONS OF THE PUBLIC AND FRANCHISE UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATING, TRENCHING, OR DRILLING AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND / OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AGENCIES AND FRANCHISE UTILITIES 48 HOURS PRIOR TO CONSTRUCTION. (DIG-TESS 1-800-344-8377) THE CONTRACTOR MAY BE REQUIRED EXPOSE THESE FACILITIES AT NO COST TO THE CITY. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAMAGES TO UTILITIES IF THE DAMAGE IS CAUSED BY NEGLIGENCE OR FAILURE TO HAVE LOCATES PERFORMED.</p> <p>12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OR ADJACENT PROPERTIES DURING CONSTRUCTION. ANY REMOVAL OR DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED OR REPAIRED TO EQUAL OR BETTER CONDITION BY THE CONTRACTOR.</p> <p>13. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE LATEST REVISION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND TXDOT BARRICADE AND CONSTRUCTION STANDARDS.</p> <p>14. CONTRACTOR SHALL NOT IMPEDE TRAFFIC ON EXISTING STREETS, DRIVEWAYS, ALLEYS, OR FIRE LANES OPEN TO THE PUBLIC. IN THE EVENT THE CONSTRUCTION WORK REQUIRES THE CLOSURE OF AN EXISTING STREET, ALLEY, OR FIRE LANE, THE CONTRACTOR SHALL REQUEST THE ROAD CLOSURE THROUGH THE CITY TRAFFIC DIVISION A MINIMUM OF 48 HOURS IN ADVANCE OF THE REQUESTED CLOSURE.</p> <p>15. CONTRACTOR SHALL NOT STORE MATERIALS, EQUIPMENT OR OTHER CONSTRUCTION ITEMS ON ADJACENT PROPERTIES OR RIGHT-OF-WAY WITHOUT THE PRIOR WRITTEN CONSENT OF THE PROPERTY OWNER AND THE CITY.</p> <p>16. TEMPORARY FENCING SHALL BE INSTALLED PRIOR TO THE REMOVAL OF EXISTING FENCING. TEMPORARY FENCING SHALL BE REMOVED AFTER PROPOSED FENCING IS APPROVED BY THE CITY. ALL TEMPORARY AND PROPOSED FENCING LOCATIONS SHALL BE SUBJECT TO FIELD REVISIONS AS DIRECTED BY THE CITY.</p> <p>17. UNUSABLE EXCAVATED MATERIAL, OR CONSTRUCTION DEBRIS SHALL BE REMOVED AND DISPOSED OF OFFSITE AT AN APPROVED DISPOSAL FACILITY BY THE CONTRACTOR AT HIS EXPENSE.</p> <p>18. CONTRACTOR SHALL AVOID DAMAGE TO EXISTING TREES. WHEN NECESSARY, TREES AND SHRUB TRIMMING FOR CONSTRUCTION SHALL BE PERFORMED BY CERTIFIED TREE WORKER OR UNDER THE DIRECTION OF A REGISTERED LANDSCAPE ARCHITECT OR CERTIFIED ARBORIST.</p> <p>19. EROSION CONTROL DEVICES SHALL BE INSTALLED ON ALL PROJECTS PRIOR TO BEGINNING CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT IN A CONDITION ACCEPTABLE TO THE CITY.</p> <p>20. CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING LANDSCAPE IRRIGATION SYSTEMS. DAMAGE TO EXISTING IRRIGATION SYSTEMS AND LANDSCAPE MATERIALS SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT NO COST TO THE CITY.</p> <p>21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A NEAT AND ACCURATE RECORD OF CONSTRUCTION FOR THE CITY'S RECORDS.</p> <p>GENERAL NOTES FOR PAVING</p> <p>1. ALL PAVING CONSTRUCTION, TESTING, AND MATERIALS, INCLUDING CONCRETE, REINFORCEMENT, JOINTING, AND SUBGRADE PREPARATION AND TREATMENT SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED.</p> <p>2. ABSOLUTELY NO EARTHWORK, LIME APPLICATION, OR OTHER PREPARATION OF THE SUBGRADE FOR PAVING OF STREETS, ALLEYS, OR FIRE LANES SHALL BE INITIATED WITHOUT AUTHORIZATION FROM THE CITY. THE CITY WILL AUTHORIZE THE SUBGRADE WORK IN PREPARATION FOR PAVING AFTER UTILITY TRENCH BACKFILL TESTING HAS BEEN COMPLETED AND VERIFIED TO MEET THE CITY REQUIREMENTS.</p> <p>3. CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL PEDESTRIAN WORK MEETS OR EXCEEDS THE CURRENT AMERICAN WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) AND THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE CONTRACTOR SHALL REMOVE AND REPLACE ANY CONSTRUCTED OR INSTALLED ITEMS NOT MEETING THE CURRENT ADAAG AND TAS REQUIREMENTS AT NO ADDITIONAL COST TO THE CITY.</p>		<p>GENERAL NOTES FOR TRAFFIC SIGNALS AND STREET LIGHTING</p> <p>1. ALL TRAFFIC SIGNAL AND STREET LIGHTING CONSTRUCTION, TESTING, AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE MOST CURRENT NATIONAL ELECTRICAL CODE, CITY AND TXDOT SPECIFICATIONS AND STANDARDS.</p> <p>2. CONTRACTOR SHALL NOTIFY THE TRAFFIC DEPARTMENT AT LEAST 7 BUSINESS DAYS PRIOR TO ANY WORK, PROVIDE A CONSTRUCTION SCHEDULE WITH WEEKLY PROGRESS REPORTS, AND NOTIFY THE TRAFFIC DEPARTMENT AT LEAST 48 HOURS PRIOR TO SIGNAL TURN-ON.</p> <p>3. CONTRACTOR SHALL COORDINATE ELECTRICAL SERVICES WITH THE CITY AND EITHER ONCOR OR COSEV REPRESENTATIVES (ACCORDING TO THEIR RESPECTIVE AREA).</p> <p>4. CONTRACTOR SHALL COORDINATE WITH THE ELECTRIC COMPANY TO DE-ENERGIZE ANY OVERHEAD OR UNDERGROUND POWER LINES. ANY COST ASSOCIATED WITH DE-ENERGIZING THE POWER LINE AND/OR ANY OTHER PROTECTIVE MEASURES REQUIRED SHALL BE AT NO COST TO CITY.</p> <p>5. THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY AND TXDOT/NTTA (IF WITHIN TXDOT/NTTA ROW) PRIOR TO BEGINNING ERECTION OF POLES, LUMINARIES AND STRUCTURES LOCATED NEAR ANY OVERHEAD OR UNDERGROUND UTILITIES.</p> <p>6. PROPOSED CONCRETE FOUNDATION AND CONDUIT ALIGNMENT SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE CITY PRIOR TO INSTALLATION.</p> <p>7. CONTRACTOR SHALL CONTACT THE CITY FOR INSPECTION PRIOR TO POURING ANY CONCRETE FOUNDATION AND DIGGING FOR CONDUIT RUNS AT LEAST 48 HOURS IN ADVANCE.</p> <p>8. CONTRACTOR SHALL HAVE A QUALIFIED IMSA LEVEL II OR A TRF453 CERTIFIED TECHNICIAN ON THE PROJECT SITE TO PLACE THE TRAFFIC SIGNALS IN OPERATION.</p> <p>9. ELECTRICAL WORK SHALL BE PERFORMED BY CERTIFIED PERSONS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT AND MAY BE REJECTED AS UNSUITABLE FOR USE DUE TO POOR WORKMANSHIP. THE REQUIRED ELECTRICAL CERTIFICATION COURSE IS AVAILABLE AND IS SCHEDULED PERIODICALLY BY TEEX. ALTERNATIVELY, THE CONTRACTOR MAY PURCHASE AN ENTIRE COURSE FOR THEIR PERSONNEL TO BE HELD AT A TIME AND LOCATION OF THEIR CHOICE AS NEGOTIATED THROUGH TEEX. FOR MORE INFORMATION, CONTACT: TEXAS ENGINEERING EXTENSION SERVICE (TEEX), TXDOT ELECTRICAL SYSTEM COURSE.</p> <p>10. THE CONTRACTOR SHALL NOT PLACE PEDESTRIAN CROSSWALK AND STOP BAR PAVEMENT MARKINGS UNTIL SIGNAL IS OPERATIONAL.</p> <p>11. ALL LIGHTING POLES, FIXTURES, AND ARMS WHICH ARE REMOVED SHALL BE DELIVERED TO THE CITY PUBLIC WORKS FACILITY BY THE CONTRACTOR AND WILL REMAIN THE PROPERTY OF THE CITY. CONTACT THE TRAFFIC DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF DELIVERY.</p> <p>12. DURING THE 30-DAY TRAFFIC SIGNAL TEST PERIOD, CONTRACTOR SHALL RESPOND TO AND DIAGNOSE ALL TROUBLE CALLS WITH QUALIFIED PERSONNEL WITHIN A REASONABLE TRAVEL TIME FROM A DALLAS ADDRESS, BUT NOT MORE THAN TWO (2) HOURS MAXIMUM. CONTRACTOR SHALL REPAIR ANY MALFUNCTIONS OF SIGNAL EQUIPMENT SUPPLIED BY CONTRACTOR ON THE PROJECT. A LOCAL TELEPHONE NUMBER (NOT SUBJECT TO FREQUENT CHANGES) WHERE TROUBLE CALLS ARE TO BE RECEIVED ON A 24-HOUR BASIS SHALL BE PROVIDED TO THE CITY BY THE CONTRACTOR. APPROPRIATE REPAIRS SHALL BE MADE WITHIN 24 HOURS. THE CONTRACTOR SHALL KEEP A RECORD OF EACH TROUBLE CALL REPORTED IN THE LOGBOOK PROVIDED BY THE CITY AND SHALL NOTIFY THE CITY OF EACH TROUBLE CALL. THE ERROR LOG IN THE MALFUNCTION MANAGEMENT UNIT (MMU) SHALL NOT BE CLEARED DURING THE 30-DAY TEST PERIOD WITHOUT THE APPROVAL OF THE CITY.</p> <p>13. TEXAS STATE LAW, ARTICLE 1436C, MAKES IT UNLAWFUL TO OPERATE EQUIPMENT OR MACHINES WITHIN 10-FEET OF ANY OVERHEAD ELECTRICAL LINES UNLESS DANGER AGAINST CONTACT WITH HIGH VOLTAGE OVERHEAD LINES HAS BEEN EFFECTIVELY GUARDED AGAINST PURSUANT TO THE PROVISIONS OF THIS ARTICLE. WHEN CONSTRUCTION OPERATIONS REQUIRE WORKING NEAR AN OVERHEAD ELECTRICAL LINE, THE CONTRACTOR SHALL CONTACT THE OWNER/OPERATOR OF THE OVERHEAD ELECTRICAL LINE TO MAKE ADEQUATE ARRANGEMENTS AND TO TAKE NECESSARY SAFETY PRECAUTIONS TO ENSURE THAT ALL LAWS, ELECTRICAL LINE OWNER/OPERATOR REQUIREMENTS AND STANDARD SAFETY PRACTICES ARE MET.</p> <p>GENERAL NOTES FOR STORM DRAIN</p> <p>1. ALL STORM DRAIN CONSTRUCTION, TESTING, AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED.</p> <p>2. CONTRACTOR SHALL SUBMIT A TRENCH SAFETY PLAN PRIOR TO THE PRE-CONSTRUCTION MEETING.</p> <p>GENERAL NOTES FOR WATER AND WASTEWATER</p> <p>1. ALL WATER AND WASTEWATER CONSTRUCTION, TESTING, AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED.</p> <p>2. CONTRACTOR SHALL SUBMIT A TRENCH SAFETY PLAN PRIOR TO THE PRE-CONSTRUCTION MEETING.</p> <p>3. CONTRACTOR SHALL NOT OPERATE EXISTING VALVES. CONTACT THE CITY'S PUBLIC WORKS DEPARTMENT TO REQUEST VALVE CHANGES.</p> <p>4. ALL FRANCHISE UTILITIES TO BE PLACED A MINIMUM OF 4 FEET FROM WATER UTILITIES.</p> <p>GENERAL NOTES FOR LANDSCAPING</p> <p>1. ALL LANDSCAPING CONSTRUCTION, INSTALLATION, TESTING, AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED.</p> <p>2. WHERE TRANSPLANTING OR TREE REMOVAL IS REQUIRED CONTRACTOR MUST APPLY FOR A TREE PERMIT PRIOR TO OBTAINING A GRADING PERMIT OR SCHEDULING THE PRE-CONSTRUCTION MEETING. CONTACT DEVELOPMENT SERVICES LANDSCAPE ARCHITECT FOR TREE PERMIT.</p> <p>3. PRIOR TO OBTAINING A GRADING PERMIT OR SCHEDULING THE PRE-CONSTRUCTION MEETING, ALL TREE MARKINGS AND PROTECTIVE FENCING MUST BE INSTALLED BY THE CONTRACTOR AND BE INSPECTED BY THE CITY'S LANDSCAPE ARCHITECT.</p> <p>4. ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A 4' TALL BRIGHTLY COLORED PLASTIC FENCE PLACED AT THE DRIP LINE OF THE TREES.</p> <p>5. TREES TO BE REMOVED MAY BE CHIPPED AND USED FOR MULCH ON SITE OR HAULED OFF-SITE. BURNING OF REMOVED TREES, STUMPS, OR FOLIAGE REQUIRES WRITTEN APPROVAL BY THE FIRE DEPARTMENT.</p> <p>6. PLANT MATERIALS SHALL NOT IMPEDE OR OBSTRUCT VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR CYCLING TRAFFIC ALONG CITY RIGHT-OF-WAY, VISIBILITY EASEMENTS, SIDEWALKS OR OTHER EASEMENTS.</p> <p>7. NO SIGNS, WIRES, OR OTHER ATTACHMENTS OTHER THAN THOSE OF A PROTECTIVE NATURE SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.</p> <p>GENERAL NOTES FOR IRRIGATION</p> <p>1. ALL IRRIGATION CONSTRUCTION, INSTALLATION, TESTING, AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED.</p> <p>2. A PERMIT FROM THE BUILDING INSPECTION DIVISION IS REQUIRED FOR EACH IRRIGATION SYSTEM.</p> <p>3. CONTRACTOR SHALL NOTIFY THE PARKS DEPARTMENT OF ANY MODIFICATION TO THE EXISTING SYSTEM.</p> <p>4. CONTRACTOR SHALL SCHEDULE A MEETING WITH THE PARKS DEPARTMENT TO COORDINATE WORK PRIOR TO ANY DEMOLITION OR REMOVAL OF EXISTING IRRIGATION AND PRIOR TO ANY INSTALLATION OF NEW IRRIGATION.</p> <p>5. CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING LANDSCAPE IRRIGATION SYSTEMS. DAMAGE TO EXISTING IRRIGATION SYSTEMS AND LANDSCAPE MATERIALS SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT NO COST TO CITY.</p> <p>6. CONTRACTOR SHALL PROGRAM EACH CONTROLLER ZONE BASED ON SPRINKLER TYPE, PLANT VARIETY, SOIL CHARACTERISTIC, SLOPE AND SOLAR ORIENTATION AS DESIGNATED ON THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE CITY PARKS DEPARTMENT FOR APPROVAL OF THE CONTROLLER SETTINGS.</p> <p>7. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH FRANCHISE UTILITY PROVIDER TO PROVIDE POWER TO EACH IRRIGATION CONTROLLER. CONTRACTOR SHALL HAVE UNDERGROUND POWER LINES INSTALLED FROM POWER SOURCE UP TO THE CONTROLLER. CONTRACTOR SHALL MEET CONTROLLER SPECIFICATIONS FOR POWER REQUIREMENTS.</p> <p>8. CONTRACTOR SHALL SET A TEMPORARY CONTROLLER TO ESTABLISH LANDSCAPE. ONCE LANDSCAPE IS ESTABLISHED, CONTRACTOR SHALL CONTACT THE CITY'S PARKS AND RECREATION DEPARTMENT FOR ASSISTANCE ON INSTALLATION OF INTER SPEC CONTROLLER.</p> <p>GENERAL NOTES FOR EROSION CONTROL & STORM WATER</p> <p>1. STEEL POSTS SHALL NOT BE USED TO INSTALL EROSION CONTROL MEASURES WITHIN CITY ROW.</p> <p>2. NO EQUIPMENT SHALL BE CLEANED ON-SITE, OR OTHER LIQUIDS DEPOSITED AND ALLOWED TO FLOW OVERLAND OR SUBTERRANEAN WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF TREES THAT REMAIN ON SITE. THIS INCLUDES PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, EQUIPMENT WASH WATER, MORTAR OR SIMILAR MATERIALS.</p> <p>3. ASPHALT BAGS SHALL BE PLACED AT CONSTRUCTION ENTRANCES TO PREVENT CURB DAMAGE.</p> <p>4. GEOTEXTILE FABRIC SHALL BE PLACED ON SUBGRADE PRIOR TO STONE PLACEMENT FOR CONSTRUCTION ENTRANCES.</p> <p>OWNER'S NOTES</p> <p>1. THE CITY STANDARD DETAILS ARE INCORPORATED BY REFERENCE INTO CONSTRUCTION DRAWINGS.</p>	<p>BGE, Inc. 2595 Dallas Parkway, Suite 101 Frisco, TX 75034 Tel: 972-464-4800 • www.bgeinc.com TBPE Registration No. F-1046 Copyright 2024</p> <p>DEVELOPER MOUNT PLEASANT EDC 302 N JEFFERSON, STE 160 MOUNT PLEASANT, TX 75455 (903) 904-0994 CONTACT: JANETH MORENO</p> <p>OWNER CITY OF MT. PLEASANT INDUSTRIAL DEV CORP 302 N JEFFERSON, STE. 160 MOUNT PLEASANT, TX 75455 TEL: (903) 904-0994 CONTACT: JANETH MORENO</p> <p>MOUNT PLEASANT EDC BGE GENERAL CONSTRUCTION NOTES MOUNT PLEASANT BUSINESS PARK & LTS ACCESS DRIVE CIVIL CONSTRUCTION PLANS CITY OF MT. PLEASANT, TITUS COUNTY, TEXAS</p> <p>THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM THEY WILL BE SEALED, SIGNED AND DATED.</p> <p>RESPONSIBLE ENGINEER: BGE, INC. TEXAS REGISTERED ENGINEERING FIRM F-1046 MCKENZIE L. JOSEK, P.E. TEXAS REGISTRATION NO. 149338 October 4, 2024</p> <p>!!CAUTION !! Contractor to Verify exact location & depth of Existing Facilities Prior to any Construction Activities</p> <p>CAUTION !!! Contact: 1-800-DIG-TESS 48 HOURS PRIOR TO CONSTRUCTION</p> <table border="1"> <tr> <td>REVISIONS</td> <td>REV NO.</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table> <p>CHECKED BY: MJL DESIGNED BY: JM DATE: 9/19/2025 PROJECT NUMBER: 00008075-00</p> <p>SHEET NO C1.0</p>	REVISIONS	REV NO.	DATE	DESCRIPTION																
REVISIONS	REV NO.	DATE	DESCRIPTION																				









SECTION A-A

SCALENTS

THESE PLANS ARE ISSUED FOR
THE PURPOSE OF PRELIMINARY
VIEWING AND ARE NOT INTENDED FOR
CONSTRUCTION.
WHEN ISSUED IN
FINAL FORM THEY WILL BE
SEALED, SIGNED AND DATED.

RESPONSIBLE ENGINEER:
BGE, INC.
XAS REGISTERED ENGINEERING
FIRM F-1046
MCKENZIE L. JOSECK, P.E.
XAS REGISTRATION NO. 149338
October 4, 2024

!!CAUTION !!

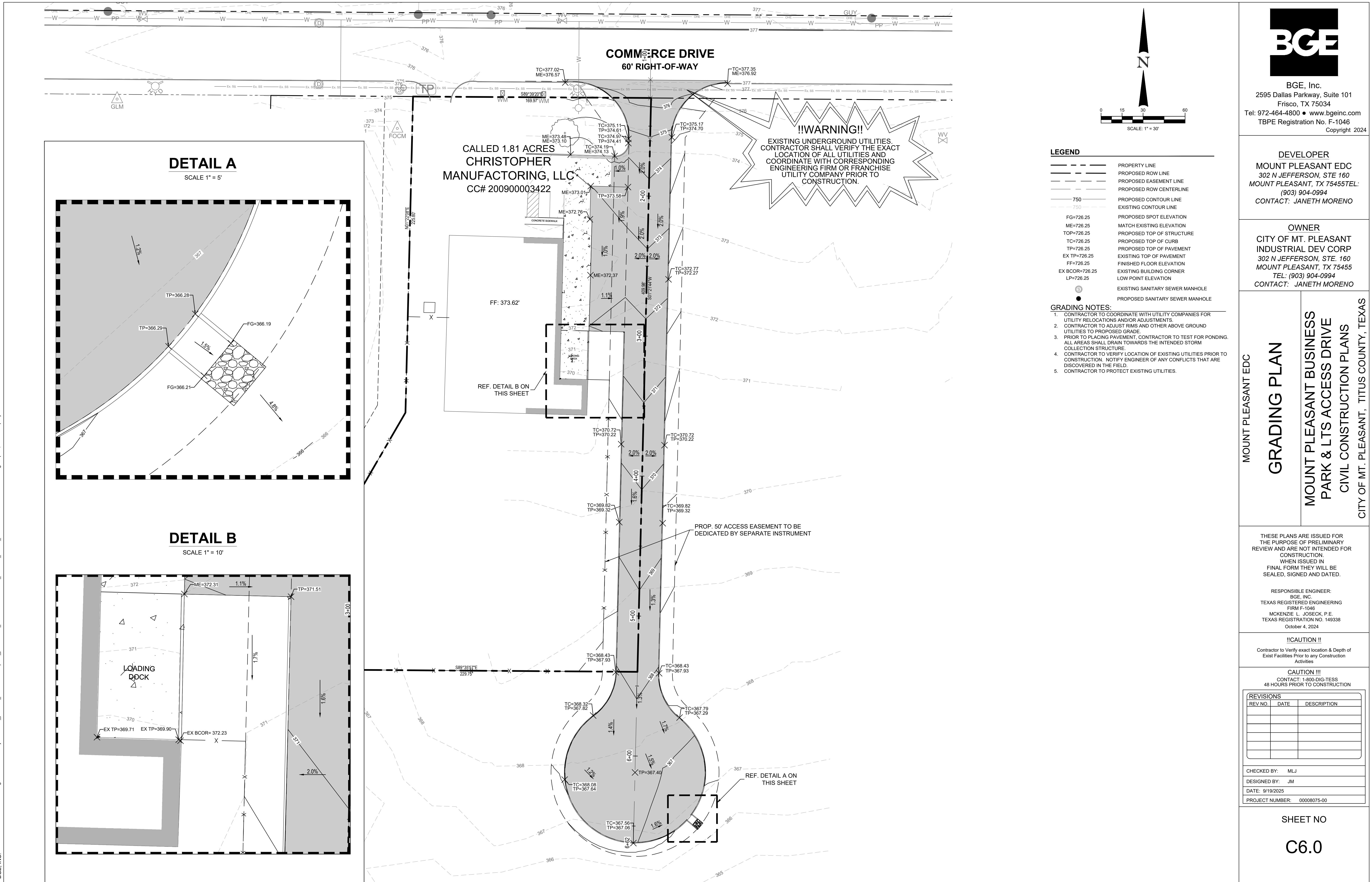
Contractor to Verify exact location & Depth of
existing Facilities Prior to any Construction
Activities

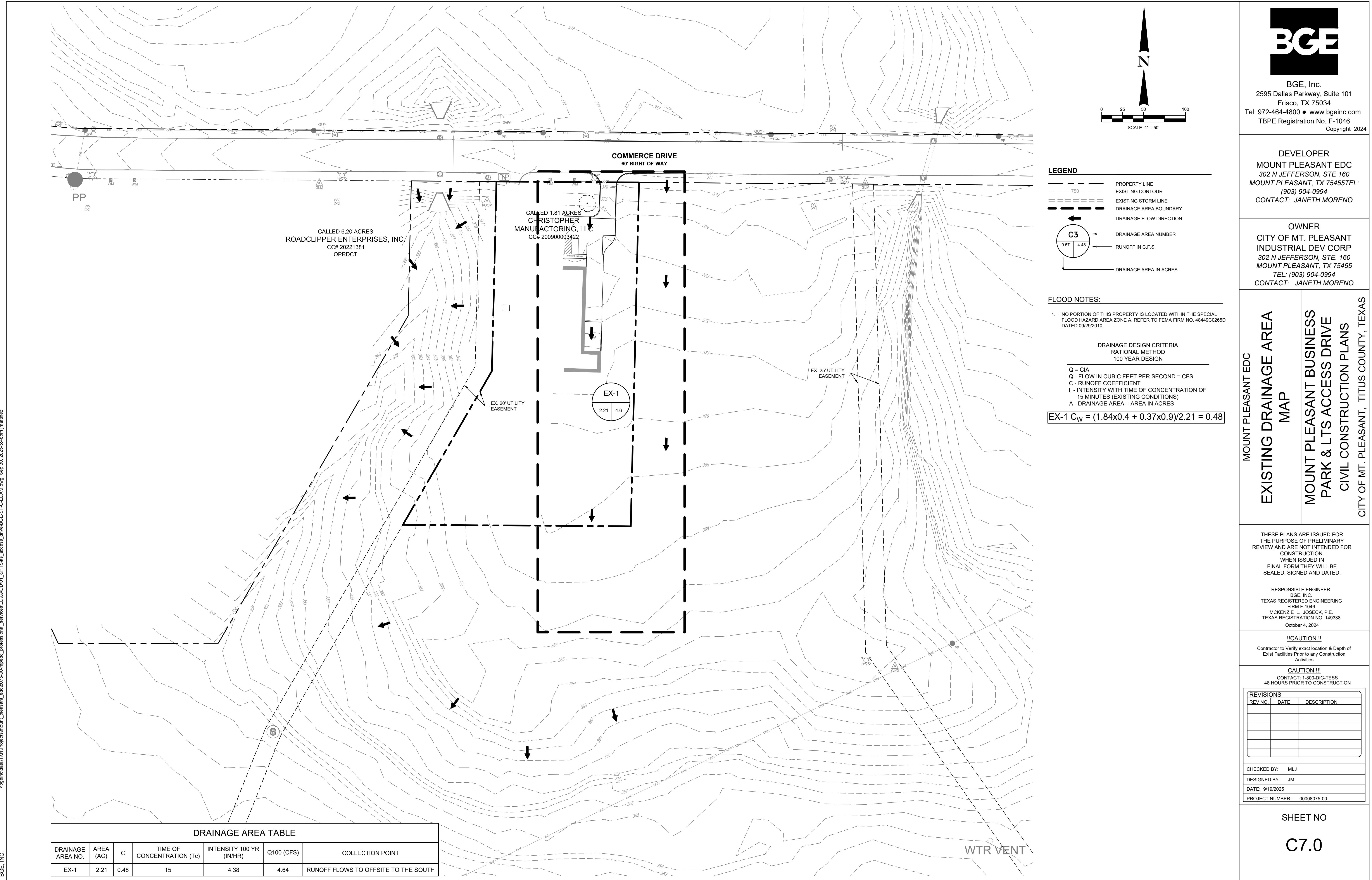
CAUTION !!!
CONTACT: 1-800-DIG-TESS
3 HOURS PRIOR TO CONSTRUCTION

QUESTION

C5-0

GEOTECH REPORT BY:
APEX GEOSCIENCE INC.
PROJECT NO. 111-110A
DATE: NOVEMBER 21, 2011





BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
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DEVELOPER
MOUNT PLEASANT EDC
302 N JEFFERSON, STE 160
MOUNT PLEASANT, TX 75455
TEL: (903) 904-0994
CONTACT: JANETH MORENO

OWNER
CITY OF MT. PLEASANT
INDUSTRIAL DEV CORP
302 N JEFFERSON, STE. 160
MOUNT PLEASANT, TX 75455
TEL: (903) 904-0994
CONTACT: JANETH MORENO

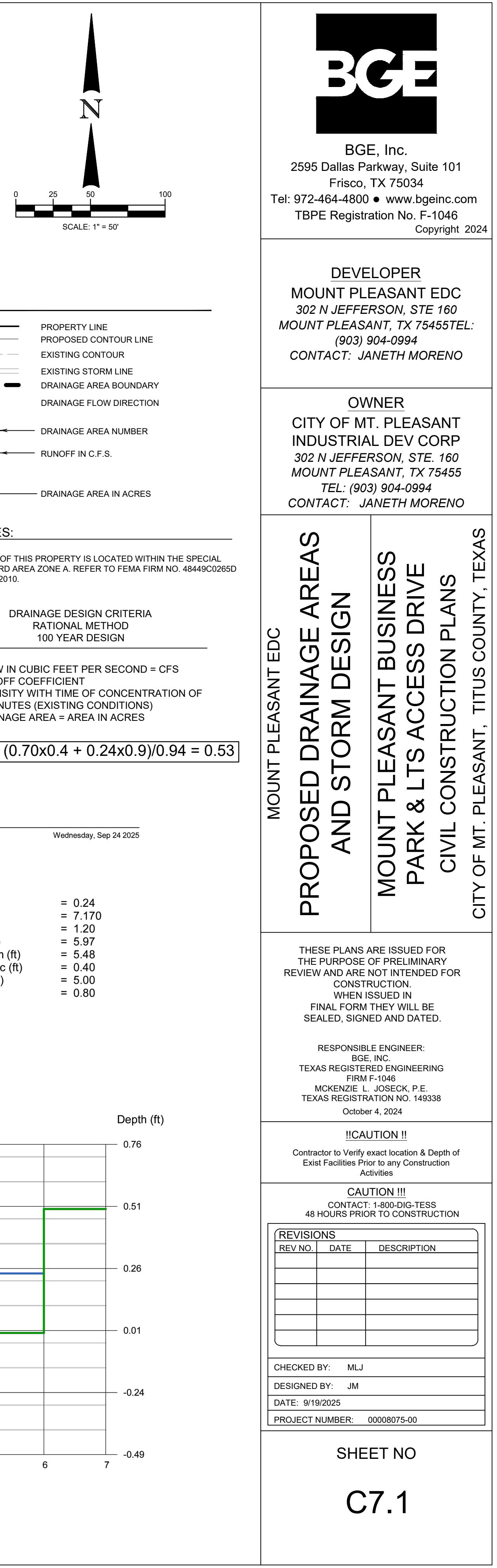
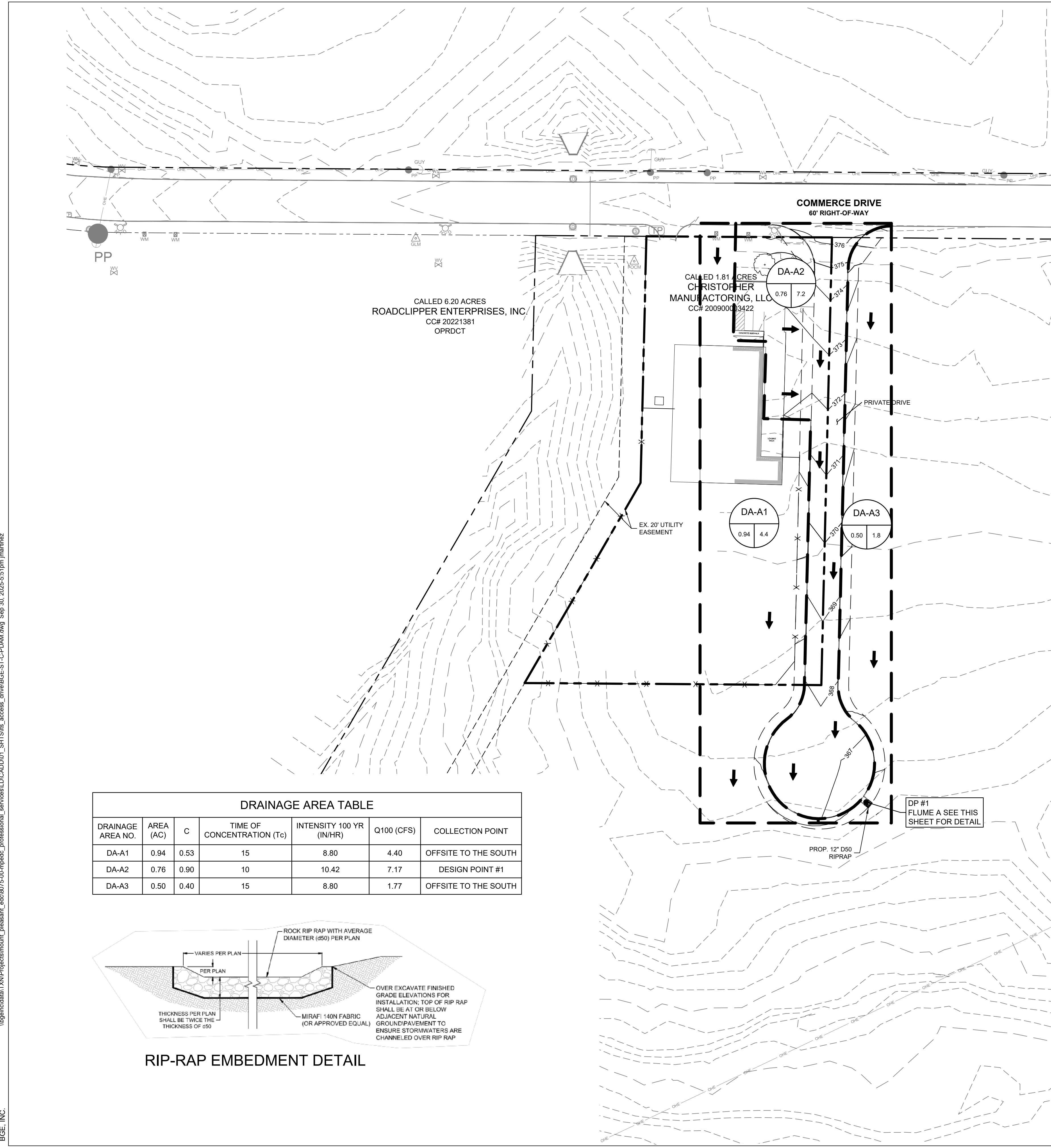
MOUNT PLEASANT BUSINESS PARK & LTS ACCESS DRIVE CIVIL CONSTRUCTION PLANS CITY OF MT. PLEASANT, TITUS COUNTY, TEXAS

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM THEY WILL BE SEALED, SIGNED AND DATED.

RESPONSIBLE ENGINEER:
BGE, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1046
MCKENZIE L. JOSECK, P.E.
TEXAS REGISTRATION NO. 149338
October 4, 2024

CAUTION !!
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!
CONTACT 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION





Opinion of Probable Cost

NOTE: COST ESTIMATE IS PRELIMINARY, BASED ON LIMITED INFORMATION AND INTENDED FOR EVALUATION PURPOSES ONLY. ESTIMATE DATA AND COST NUMBERS SHOULD BE VERIFIED PRIOR TO FINANCIAL COMMITMENT.

Project Name: Mount Pleasant I-30 Business Park & LTS	Date Created: 9/30/2025		
Project Number:	Created By: MLJ		
Location: Mount Pleasant, TX	Modified By: MLJ		

Section A - Excavation

Item Description	Unit	Quantity	Unit Price	Total Amount
1 Mobilization	LS	1.00	\$25,000.00	\$25,000.00
2 Clearing and Grubbing (Road Only)	AC	0.76	\$1,000.00	\$760.00
3 ROW Earthwork (Cut)	CY	251	\$5.00	\$1,255.00
4 ROW Earthwork (Fill)	CY	128	\$5.00	\$640.00
Subtotal Section A:				\$27,655.00

Section B - Drainage

Item Description	Unit	Quantity	Unit Price	Total Amount
1 Concrete Flume & Riprap	SY	8	\$ 190.00	\$ 1,520
Subtotal Section D:				\$ 1,520

Section C - Paving

Item Description	Unit	Quantity	Unit Price	Total Amount
1 Pavement Removal (includes curb and gutter)	SY	180	\$ 15.00	\$ 2,700
2 7" Concrete Street Pavement (31' B-B)	SY	2,700	\$ 75.00	\$ 202,500
3 Concrete Curb & Gutter	LF	1,250	\$ 11.00	\$ 13,750
4 8" Lime Stabilization	SY	2,700	\$ 4.20	\$ 11,340
5 Hydrated Lime Material (48lb/sy)	TN	65	\$ 300.00	\$ 19,440
6 Street Striping & Signage	LS	1	\$ 1,500.00	\$ 1,500
Subtotal Section F:				\$ 248,530

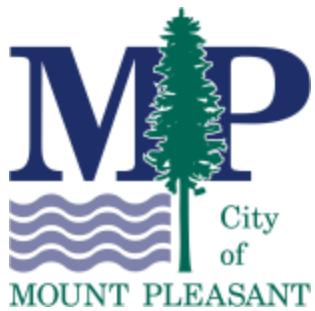
Section D - Erosion Control

Item Description	Unit	Quantity	Unit Price	Total Amount
1 Hydromulch Seeding	SY	900	\$ 1.00	\$ 900.00
2 Silt Fence	LF	1,000	\$ 1.50	\$ 1,500.00
3 Inlet Protection	EA	1	\$ 130.00	\$ 130.00
4 Rock Check Dam	EA	1	\$ 400.00	\$ 400.00
5 Construction Entrance	EA	1	\$ 2,500.00	\$ 2,500.00
6 Concrete Washout	EA	1	\$ 2,400.00	\$ 2,400.00
7 Stormwater Pollution Prevention Plan (SWPPP)	LS	1	\$ 7,000.00	\$ 7,000
Subtotal Section G:				\$ 14,830.00

Subtotal (Sections A-D) \$ 292,535
10% Contingency \$ 29,254
Total \$ 321,789

Section E - Miscellaneous

Item Description	Unit	Quantity	Unit Price	Total Amount
1 Survey	%	3%	\$ 321,788.50	\$ 8,045
2 City Inspection	%	4%	\$ 321,788.50	\$ 12,872
3 Materials Testing	%	2%	\$ 321,788.50	\$ 6,436
Subtotal Section H:				\$ 27,352
GRAND TOTAL:				\$ 349,141



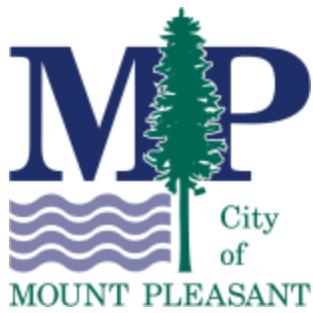
AGENDA ITEM REPORT

Meeting: City Council - Jan 07 2026

Staff Contact: Kevin Carter, Executive Director

Department: IDC

Subject: **Discuss and consider appropriate action on Mount Pleasant Economic Development Corporation's match for High Demand Job Training Grant, not to exceed \$50,000 (Fifty Thousand Dollars).**



AGENDA ITEM REPORT

Meeting: City Council - Jan 07 2026

Staff Contact: Kevin Carter, Executive Director

Department: IDC

Subject: **Discuss and consider appropriate action on Mount Pleasant Economic Development Corporation Policies and Procedures Manual.**

Attachments:

[Final 2025 Mount Pleasant EDC Policies and Procedures Manual](#)



MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION

POLICIES & PROCEDURES MANUAL

Approved by Mount Pleasant Economic Development Corporation Board of Directors

November 13, 2025

Approved by Mount Pleasant City Council

Date

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Section 1: General Provisions

1.1 Purpose of Policies and Procedures Manual

This manual has been prepared to inform employees of the policies and procedures of Mount Pleasant Economic Development Corporation. This manual is not all-inclusive, nor is it intended to provide strict interpretations of MPEDC policies; rather, it offers an overview of the work environment. This manual is not a contract, expressed or implied, guaranteeing employment for any length of time and is not intended to induce an employee to accept employment with MPEDC.

The MPEDC reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this manual or elsewhere, in its sole discretion.

This manual supersedes and replaces any and all policies and manuals previously distributed, made available or applicable to employees.

1.2 Authority and Administrative Responsibility

The policies and procedures apply to and govern all employees of the Mount Pleasant Economic Development Corporation. The Executive Director of MPEDC serves at the pleasure of the MPEDC Board under an employment contract.

The policies do not apply to any MPEDC Board member.

1.3 Policy Violations

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

1.4 Amendments

The Executive Director, with MPEDC Board and City Council approval, may change or amend these policies, within statutory limitations, to the extent necessary to more effectively and efficiently promote the interest of the MPEDC.

1.5 Additional Policies

All personnel information, benefits, and policies not explicitly covered in the MPEDC policies would follow the policies approved by the City of Mount Pleasant.

Section 2: General Policies and Procedures

2.1 Board of Directors

The MPEDC is a private not-for-profit corporation organized under Chapters 501 and 504 of the Texas Local Government Code. The MPEDC is governed by a seven-member Board of Directors (Board) appointed by Mount Pleasant City Council. The Board has many duties, including, but not limited to:

- Provide continuity for the organization and to represent the organization's point of view through interpretation of its products and services, and advocate for them;
- Select and appoint an Executive Director to whom responsibility for the administration of the organization is delegated;
- Govern the organization by Board policies and objectives, formulated and agreed upon by the Executive Director and employees, including to assign priorities and ensure the organization's capacity to carry out products/services/programs by continually reviewing its progress, and;
- Acquire sufficient resources for the organization's operations and to finance the products/services/programs adequately.

The Board approves the annual budget, all projects, and the policies and procedures prior to moving forward for ratification by Mount Pleasant City Council.

The Executive Director shall consult with the Board for guidance when deemed necessary.

2.2 Professional Conduct

The MPEDC expects its Board and employees to adhere to a standard of professional conduct and integrity. This ensures the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between coworkers is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

The MPEDC Board and employees shall sign a Code of Ethics and Conflict of Interest Agreement, attached hereto.

Attachment: Code of Ethics and Conflict of Interest Agreement

2.3 Business Ethics

Suppliers and clients must be committed to the highest standards of ethical conduct when dealing with MPEDC. Any and all forms of illegal or inappropriate activity, including, but not limited to, corruption, misrepresentation, extortion, embezzlement or bribery, are strictly prohibited and may result in termination of any or all agreements with MPEDC and possible legal action.

Records prepared for MPEDC shall be accurate, truthful and complete, and shall meet applicable standards and requirements. None should take unfair advantage through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice and uphold fair business standards in advertising, sales and competition. The MPEDC Board, employees, agents, suppliers and clients must act in a fair impartial manner and should avoid both real and perceived conflicts of interest in the business they conduct with or on behalf of MPEDC.

2.4 Dress Code

An employee's personal appearance and hygiene are a reflection on MPEDC's character and contribute to the morale of all employees. Employees are expected to dress appropriately for their individual work responsibilities and position and to present a clean, neat, and tasteful appearance during business hours or when representing MPEDC. The Executive Director has the final discretion of approving or disapproving all dress, grooming, and personal cleanliness standards.

2.5 Confidentiality

In the course of performing their duties, employees may have access to, or gain knowledge of, confidential information concerning MPEDC Board, employees, agents, suppliers and clients. Confidential information is defined as information to which the public does not have general access, personnel information (such as social security numbers, school transcripts, date of birth, home address, home phone number, emergency contact information, information that would reveal whether employee has family members, and other personnel information which would constitute a clearly unwarranted invasion of personal privacy), medical information relating to employees, plans, client information or prospects of whatever nature which have not been published or disclosed to the general public. With respect to confidential information concerning MPEDC Board, employees, agents, suppliers and clients, such information should be safeguarded. Confidential matters should not be topics for conversation at any time or in areas where they might be overheard. Any release, duplication, distribution, transmittal, disclosure, or discussion of such information which is not required by Public Information Laws or by the duties of the employees involved is strictly prohibited. Employees are obligated to protect confidential information of MPEDC, clients and employees even after the termination of employee's employment. This means employees shall not ever disclose any confidential information the employee learned during the course of employment with MPEDC.

The MPEDC Board and employees shall sign a Confidentiality Agreement, attached hereto.

Attachment: Confidentiality Agreement

Section 3: Employment Information and Requirements

MPEDC 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.

3.1 At Will Employment

Employment with the MPEDC 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 MPEDC or the employee. No verbal statements or promises made by anyone at the time of hire or thereafter contrary to this policy are binding on the MPEDC in any manner.

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

3.2 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 probation, or at discretion of the MPEDC Board, with the MPEDC. RFT employees are eligible for full benefits.

Regular Part-time (RPT)

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

3.3 Employee Classification

Non-Exempt Employee

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

Exempt Employee

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

3.4 Nepotism

The MPEDC does not permit a relative of a MPEDC Board Member or Executive Director to be employed by the MPEDC. In other cases, family members are not allowed to work directly for a relative in a supervisory/subordinate position.

3.5 Equal Opportunity Employment

The MPEDC is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, ethnicity, age, genetic information, gender, physical or mental disability, marital status, veteran status or any other status protected by applicable law. This applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

Whenever possible, MPEDC makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. If a qualified person with a disability needs reasonable accommodation, efforts will be made to accommodate the employee unless it places an undue hardship on MPEDC. Employees who would like to request a reasonable accommodation should contact a member of management.

3.6 Employment Eligibility Verification

To comply with the Immigration Reform Control Act of 1986, MPEDC may hire only persons who may legally work in the United States: citizens and nationals of the United States and aliens authorized to work. To comply with this law, each employee must provide verification of their identity and employment eligibility and complete a Form I-9 under penalty of perjury that he/she is a citizen or national of the United States, lawful permanent resident or an alien currently authorized to work in the United States. It is unlawful for anyone knowingly to engage in forging, counterfeiting, altering, or falsely making any document to satisfy the Immigration Reform Control Act, to use, possess, obtain any forged, counterfeit, altered or falsely made document, or to use or attempt to use any document lawfully issued to a person other than the possessor (including a deceased individual).

If an employee's authorization expires, MPEDC is required to re-verify their employment eligibility. Employees must provide documents which show that either they have an extension of initial employment authorization or a new work authorization. If one cannot be provided to MPEDC with proof of current work authorization, the employee cannot continue to work. To maintain continuous employment eligibility with a temporary work authorization, the employee should apply for a new work authorization at least 90-days before the current expiration date.

MPEDC will not discriminate against any person in hiring, discharging or recruiting because of a person's national origin or in the case of a citizen or protected individual, because of a person's citizenship status. Employees may choose which documents they want to present from the list of acceptable documents on the Form I-9. MPEDC will not request you present more or different documents than are required or refuse to honor documents on their face reasonably appear to be genuine and relate to the employee if he/she presents them. MPEDC may not accept photocopies of verification documents. However, MPEDC will photocopy the documents provided to verify employment on the Form I-9 and keep those on record should any questions arise about the employee's eligibility to work.

3.7 Non-Harassment/ Non-Discrimination

The MPEDC prohibits discrimination or illegal harassment based on race, color, religion, creed, sex, national origin, ethnicity, age, genetic information, gender, physical or mental disability, marital status, veteran status or any other status protected by applicable law. Each employee has the right to work in a professional atmosphere which promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of equal employment opportunity, MPEDC prohibits and shall not tolerate illegal harassment on the basis of race, color, religion, creed, sex, national origin, ethnicity, age, genetic information, gender, physical or mental disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy shall not be tolerated. Any employee who violates this policy will be subject to discipline, up to and including termination of employment.

Discrimination includes, but is not limited to: making any employment decision or employment-related action on the basis of race, color, religion, creed, age, sex, physical or mental disability, national origin, ethnicity, genetic information, marital or veteran status, or any other status protected by applicable law.

Illegal harassment is generally defined as unwelcome verbal or nonverbal conduct, based upon a person's protected characteristic which denigrates or shows hostility or aversion toward the person because of the characteristic, and affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Illegal harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material which denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

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

- Submission to the unwelcome conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to, or rejection of, the unwelcome conduct by an individual is used as the basis for employment decisions affecting such individual;
- The unwelcome conduct has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects an individual's employment opportunities;
- The unwelcome conduct has the purpose or effect of having a negative impact upon the individual's work performance, or of creating an intimidating, hostile or offensive working environment; or
- Submission to, or rejection of, the unwelcome conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through MPEDC.

Unwelcome conduct of this type can include a wide range of verbal, visual, or physical conduct of a sexual or otherwise harassing nature. Examples of sexual harassment that would violate this policy include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone's body; physical assault of a sexual nature; offering employment benefits in exchange for sexual favors; or making or threatening reprisals after a negative response to sexual advances.

Any MPEDC employee who feels they have been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of the Executive Director. If the harassment or discrimination involves the Executive Director, the employee may report the matter directly to the Chairman of the MPEDC board. The MPEDC shall promptly investigate all allegations of discrimination and harassment and take action as appropriate based on the outcome of the investigation. An investigation and its results shall be treated as confidential to the extent feasible and in compliance with the Texas Open Meetings Act and the Texas Public Information Act (together, "Public Information Laws"), and MPEDC shall take appropriate action based on the outcome of the investigation.

No employee shall be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels they have been retaliated against, the employee should file a complaint using the procedures set forth above.

3.8 Controlled Substances and/or Alcohol Abuse

The MPEDC does not tolerate on-premises possession or on-premises distribution of controlled substances and/or alcohol. For the purpose of this policy, "Controlled Substance" includes alcohol and prescription drugs as well as illegal inhalants and illegal drugs. "Illegal drugs" means any substance designated as illegal by any federal, state or local law or ordinance, and does include marijuana. In the case of alcohol served at on-premises special events, written approval shall be required by the Executive Director to serve alcohol. All employees are required to report to work free of controlled substances (unless under the direction of a physician) and/or alcohol. The manufacture, distribution, and dispensation of any controlled substance in the workplace are prohibited. Failure to meet this job requirement is a violation of this policy and may constitute grounds for termination.

An employee with a confirmed positive finding resulting from an alcohol test of .04 or greater shall be subject to immediate termination. An employee who tests .02 or higher but less than .04 shall be suspended for the remainder of the work shift and referred to a substance abuse professional for evaluation. The employee shall not return to work until after the evaluation is complete. If the substance abuse professional recommends a rehabilitation program, the employee shall be required to successfully complete the prescribed rehabilitation program.

An employee terminated for violating this policy may be eligible to reapply with the MPEDC six-months following clearance by a substance abuse professional and agreeing, in writing, to random drug and/or alcohol testing for two-years. If the employee tests positive for controlled substances (beyond the directions of a physician) or .02 or higher for alcohol anytime during this two-year period, they shall be immediately terminated.

The primary purpose for controlled substance and/or alcohol testing is to ensure public safety and the personal safety of MPEDC employees is not endangered as a result of controlled substance and/or alcohol use.

MPEDC employees shall report to the Executive Director any medications prescribed or taken which might impair their ability to safely operate vehicles or affect their ability to satisfactorily perform their job.

Employees involved in on-the-job accidents, who engage in unsafe on-duty activities, or who have provided a reason for reasonable suspicion of violations of this policy may be subject to drug testing. Refusal to submit to testing, testing positive, or any attempt to defraud the results of the test may all result in disciplinary action, up to and including termination of employment. Employees may be required to be tested for controlled substances and/or alcohol if MPEDC has a reasonable suspicion the employee is:

- Using controlled substances (beyond the directions of a physician) or under the influence of alcohol during working hours (under the influence means having a level of alcohol concentration in the blood of .02 or higher); or
- Known by the employer to have participated in or completed a substance abuse treatment program which requires follow-up testing for two-years after completion of voluntary substance abuse treatment or rehabilitation program.
- Reasonable suspicion shall mean one or more of the following exists as determined by the Executive Director:
- Having more evidence supporting suspicion than refuting it;
- An apparent state of facts and/or circumstances which would lead a reasonable person to suspect an individual was using or under the influence of controlled substances or alcohol; and/or
- Reasonable grounds for believing in the existence of facts or circumstances warranting an order to submit to a test for controlled substances and/or alcohol.

Any employee involved in an accident while on duty may be required to submit to a test for controlled substances and/or alcohol.

Any employee who is criminally charged or convicted of using, selling, manufacturing or possessing controlled substances or any alcohol-related crime may be terminated.

An employee charged with violating any controlled substance statute must report the charge to the Executive Director within five-calendar days and as a condition of employment, may be subject to a substance abuse assessment, course of therapy or counseling, and random testing for up to two-years or the employee's successful completion of deferred adjudication (or probation), whichever is longer.

As long as current disciplinary action has not been initiated or pending, any employee with an acceptable prior work and disciplinary history, may identify themselves as an abuser of controlled substances and/or alcohol, voluntarily, may be allowed to enter through a recognized treatment program approved by MPEDC, seek counseling and rehabilitation. In these instances,

the employee shall be permitted the use of available leave. Employees undergoing treatment may be required to authorize disclosure of their progress in treatment to the Executive Director as needed. Employees who fail to actively participate in and comply with the rules of the rehabilitation program shall be subject to immediate revocation of their leave and termination from employment. Employees who complete the prescribed rehabilitation program may conditionally return to their previous position provided they maintain the preventive course of conduct prescribed by their substance abuse professional and/or physician. In addition, employees reinstated under this policy after completion of the initial treatment shall submit to random testing for controlled substances and/or alcohol for a period of two-years. Employees who do not follow the program prescribed by their substance abuse professional and who fail to remain free of controlled substances and/or alcohol and engage in controlled substance and/or alcohol use shall be subject to immediate termination. Employees shall have only one opportunity to go through the rehabilitation program approved by MPEDC.

This section is not intended to provide a means for an employee to avoid any required testing of controlled substances and/or alcohol. Once the process of establishing reasonable suspicion or other testing has been initiated, or an accident or injury has occurred, an employee may not seek treatment in an effort to avoid testing and possible disciplinary action.

When an employee refuses a test of controlled substances and/or alcohol, it shall be treated as insubordination and failure to obey a direct order and shall be grounds for termination.

As a condition of employment, all applicants for employment with MPEDC must sign the Applicant's Certification and Agreement and as requested submit to and pass a controlled substance and/or alcohol tests prior to appointment and if required, undergo and pass a physical examination at MPEDC's expense. The MPEDC may choose to not test some applicants at the pre-employment stage. When such occurs and the applicant accepts employment, then such employees are hired subject to testing during their employment.

An exception to the consumption of alcohol may be made during MPEDC-sponsored social events. Employees are expected to act responsibly about any alcohol consumption during these events. Minors (under 21 years of age) are not to be served or consume any alcohol at an MPEDC-sponsored event. No employee may operate a vehicle or other machinery during or after an MPEDC-sponsored social event if the employee is impaired by alcohol. Employees may be required by a supervisor to hand over their vehicle keys or otherwise refrain from driving if, in the opinion of the supervisor, the employee is too impaired by alcohol to drive. Alternate transportation will be provided to the employee at the MPEDC's expense. Refusal by an employee to turn over keys or otherwise refrain from driving in response to a request by the supervisor may result in law enforcement being contacted or in disciplinary action, up to and including termination.

3.9 Violence-Free Workplace Policy

MPEDC prohibits all forms of violence or threats of violence in the workplace or against fellow employees. This includes belligerent, defiant, abusive, or harassing conduct; threats of any kind; any conduct which results in the risk of injury or actual injury to any other person; destruction, defacement, concealment or theft of MPEDC property or the property of any employee, supplier,

client or other guest; pushing, shoving, fighting or any other physical altercation. Any employee who is found to have engaged in violence in the workplace or involving another employee will be subject to discipline up to and including immediate discharge. MPEDC allows the concealed carrying of a handgun by employees on the premises, if the carrier is properly licensed in the State of Texas to carry a concealed handgun. Employees are not allowed to openly carry a weapon onto MPEDC premises at any time. Anyone who brings a handgun onto the premises who is not licensed violates this policy and may be subject to criminal trespass as well as disciplinary action.

Employees should not expect privacy on MPEDC premises. Lockers, cars, offices, bags, etc. located on MPEDC property may be subject to search at any time.

If you witness any violence or are aware of anyone violating the Violence Free Workplace Policy, you should report it immediately to the Executive Director. An investigation will be conducted and if appropriate, action will be taken. MPEDC will not permit retaliation against an employee for reporting violence or for participating in an investigation concerning violations of this policy.

Section 4 - Works Hours and Compensation

4.1 Work Schedules

Due to the nature of business provided by the MPEDC, work schedules vary. Regular full-time employees have a regular work week of 30 to 40 hours. Regular part-time employees work less than a full workweek schedule or work period, but at least 19 hours per work week. Work schedules are determined by the Executive Director based on the position.

4.2 Work Week (Pay Period)

The workweek normally begins at 12:01 a.m. on Thursday and continues through midnight the following Wednesday. Non-exempt full-time employees will work five, eight hour days per week for a total of 40 hours per week, except where other arrangements have been specifically authorized by the Executive Director.

4.3 Inclement Weather and Emergency Closing

The MPEDC will follow the City of Mount Pleasant declared weather or emergency closings.

4.4 Overtime

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

Non-exempt Employees

Non-exempt employees are compensated at one and one half times their regular hourly rate for all hours worked in excess of 40 hours during any one workweek.

Only hours actually worked in excess of 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.

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 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.

Compensatory Time

Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation. Compensatory time is accrued at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Compensatory time must be approved by the Executive Director.

4.5 Salary

Employees are hired at a base pay determined by experience, education, and value of the position. Employees may receive market or merit salary adjustments during the employee's tenure with the MPEDC. To process a market or merit salary adjustment, a Personnel Action Form (PAF) needs to be completed, approved by the Executive Director, and submitted to the City of Mount Pleasant for processing.

Attachment: Personnel Action Form (PAF)

4.6 Paydays and Direct Deposit

MPEDC employees are paid by direct deposit by the City of Mount Pleasant payroll system. Pay is deposited 26 times a year, on a bi-weekly basis, every other Friday. Any questions or concerns regarding paychecks must immediately be brought to the attention of the City of Mount Pleasant Human Resources Department.

4.7 Performance Evaluations

The job performance of each employee shall be reviewed and evaluated annually by the Executive Director. The Executive Director shall be reviewed and evaluated by the MPEDC Board and in accordance with the employment contract. The purpose of the review and evaluation is to help determine whether employees are performing at a satisfactory level, to identify areas of achievement and needed improvement, to establish performance objectives, and to provide management a decision-making tool regarding employee training needs and work assignments.

Attachment: Employee Performance Evaluation

4.8 Grounds for Disciplinary Action

The MPEDC reserves the right to discipline and/or terminate any employee who violates MPEDC policies, practices or rules of conduct. Poor performance, insubordination and misconduct are also grounds for discipline or termination.

The following actions are unacceptable and considered grounds for disciplinary action. This list is not comprehensive; rather, it is meant merely as an example of the types of conduct MPEDC does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of controlled substances;
- Being under the influence of a controlled substance or alcohol at work, on MPEDC premises, or while engaged in MPEDC business;
- Unauthorized use of MPEDC property, equipment, devices or assets;
- Damage, destruction or theft of MPEDC property, funds, equipment, devices or assets or of another employee's property;
- Removing MPEDC property without prior authorization or disseminating MPEDC information without authorization;
- Falsification, improper alteration, misrepresentation or omission of information, MPEDC documents or records, such as an application for employment, a medical report, a production record, financial report, a time record, an expense account, an absentee report, or shipping and receiving records;
- Insubordination or refusal by an employee to follow a supervisor's instructions concerning a job-related matter;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism;
- Disclosing confidential or proprietary MPEDC information without permission;
- Any indictment, conviction or deferred adjudication of a criminal offense ;
- Disregard for safety and security procedures;
- Making disparaging remarks about MPEDC or MPEDC's personnel that would discourage any person from doing business with MPEDC; and
- Any other action or conduct inconsistent with MPEDC policies, procedures, standards or expectations.

This list exhibits the types of actions or events which are subject to disciplinary action. It is not intended to indicate every act which could lead to disciplinary action. The MPEDC reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case. Any questions in connection with this policy should be directed to the Executive Director.

4.9 Procedures

Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal or some other disciplinary action, in no particular order. The course of action shall be determined by MPEDC at its sole discretion as it deems appropriate.

4.10 Incentive Pay

Full-time employees may be eligible to receive additional compensation for obtaining certification, license, and education credentials above the requirements for hire if approved by the Executive Director as beneficial to the current position.

4.11 Bonus Pay

Employees may also be eligible for a performance bonus for work completed as determined by the MPEDC Board. Bonus pay would be based on annual and/or long-term, measurable goals of MPEDC. The Board Chairman and a committee appointed by the MPEDC Board will review the goals annually and evaluate the performance to determine annual bonus pay. Bonus pay and the MPEDC goals are reviewed annually; however bonus pay is not guaranteed each year. Bonus pay is subject to available budgeted funds.

4.12 Additional Pay

All regular full-time employees are eligible for the following pay programs in accordance with the City of Mount Pleasant personnel policies:

- Longevity Pay
- Service Award Pay
- End of the Year Service Pay

Section 5 - Employee Benefits

5.1 Leave Benefits

Regular full-time employees are eligible to earn the following leave benefits in accordance with City of Mount Pleasant personnel policies:

- Vacation Leave
- Sick Leave
- Holiday Leave
- Religious Holiday Leave
- Bereavement Leave
- Administrative Leave
- Jury and Court Services Leave
- Voting Leave

5.2 Employee Benefit Plans and Supplements

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

- Medical and Dental Insurance
- Life Insurance
- Long-term Disability
- Voluntary Insurance
- Social Security and Medicare
- Retirement Plan
- Pre-65 Retiree Benefits
- Workers' Compensation Benefits
- Employee Assistance Program
- Cell Phone Allowance

5.3 Education Reimbursement Program

The Education Reimbursement Program provides an opportunity and an incentive for employees to increase their individual level of education and expertise in their related job duties, thereby enhancing their job skills and degree of professionalism and subsequently improving the ability for staff to provide continued quality service to the community. Regular full-time employees who have completed one year of continuous full-time service to the MPEDC prior to the course enrollment shall be eligible to apply for tuition reimbursement. The employee must remain an employee for the duration of the course.

Tuition reimbursement is offered to employees for both undergraduate and graduate courses (excluding doctoral studies) that are directly related to their job and/or in the best interest of the MPEDC. Individual courses outside of the degree plan, but which are directly related to the employee's current position, may be considered for tuition reimbursement on a case-by-case basis, with the final determination of approval made by the Executive Director or at the discretion of MPEDC Board approval. All coursework must be completed at a fully accredited college, community college or university recognized as accredited by the Council for Higher Education Accreditation.

MPEDC will reimburse employees for incurred costs towards an education degree for all coursework with passing grades. The education reimbursement rate and not to exceed limits for total annual reimbursement will be established each year as part of the normal MPEDC budget process. The employee shall be responsible for any cost difference in tuition cost and the education reimbursement and will pay the tuition upfront and MPEDC will reimburse at the completion of the semester.

5.4 Professional Development

MPEDC encourages professional development and training for MPEDC employees. MPEDC wishes to set an example as a quality employer and considers professional development an investment into the greater good of the organization and the community. The MPEDC supports professional development opportunities by funding all expenditures related to such opportunities with approval by the Executive Director.

Section 6: Expenditures Policy

Expenditures related to official MPEDC business are eligible transactions which support the organization's mission and are contemplated and reflected in an annual budget approved by the Board and ratified by Mount Pleasant City Council. Expenditures related to entertainment and other support services, whether accrued while on official business travel or locally, must be client-based and/or in connection with the performance of services as an employee.

6.1 MPEDC Budget Spending

All Expenditures shall be made in accordance with and shall be set forth in the annual budget. Approval of the annual budget (or any amendment thereof) by the City Council shall constitute approval of such expenditures by the Corporation up to the maximum amount of each applicable line item thereof.

6.2 MPEDC Purchase Card

Each employee is issued an MPEDC purchase card. This is a company credit card to be used for company-related expenditures. All expenditures must be substantiated and there must be receipts and invoices which document the nature and amount of the expenditure. Employees must use their issued purchase card for all work-related expenditures and are not allowed to use their personal credit cards for business purchases. The only exception to this policy is the emergency use of a personal credit card when absolutely necessary.

6.3 Personal Expenditures Eligible for Reimbursement

In order for any personal expenditure to be considered reimbursable, the expenditure must be in connection with the performance of services as an employee where the issued purchase card is not accepted and a cash expenditure is required. All personal expenditures incurred during the normal course of business which reflect the mission of the organization are eligible for reimbursement upon review and approval by the Executive Director.

6.4 Travel

It is the policy of MPEDC to pay reasonable and necessary expenditures related to official business travel. Examples of official business travel expenditures include transportation and lodging accommodations, conference/industry event registrations, meals/entertainment and any other relevant costs incurred during such travel (together, "travel expenditures"), subject to the presentation of appropriate receipts and/or documentation. Travel expenditures are eligible for reimbursement.

Any exceptions, or potential exceptions, to this Policy must be submitted to the Executive Director (or Board Chair in the case of the Executive Director) for approval. If the Board Chair, or any other Board member, benefitted from the travel expenditure, then the Board Secretary shall approve the exception.

a. Pre-Approval of Travel

Official business travel involving overnight accommodations requires the pre-approval of the Executive Director. Prior to any official business travel, MPEDC Employees shall seek approval from the Executive Director.

b. Due Diligence and Procurement of Travel Accommodations

Where practical, MPEDC employees should perform due diligence to obtain the most reasonable cost for transportation and lodging accommodations given the relative proximity to the conference/industry event.

Transportation accommodations shall be approved based on an economical mode of transportation and a commonly traveled route consistent with the authorized purpose of official business travel. Lodging accommodations shall be approved based on the due diligence performed. Transportation and lodging accommodations shall be procured in advance of official business travel to obtain the most reasonable price offered.

c. Travel by Automobile (Personal Vehicle)

The MPEDC may use personal vehicles for official business travel if the fleet vehicle is unavailable, is less expensive than alternative modes of transportation, or if it saves time. No one under the age of 18 may drive any personal vehicle on MPEDC business. Drivers of fleet vehicles and those employees driving personal vehicles on MPEDC business must maintain a satisfactory driving record. The employee must have a valid driver's license and must provide proof annually of auto insurance with minimum limits of liability coverage. Upon renewal of an employee's driver's license, the employee must provide MPEDC a copy of the renewed license. Employees are not to engage in distracting activities while driving, including but not limited to eating, reading, text messaging or grooming.

In most circumstances, mileage shall be computed as the round-trip distance traveled while on official business. Mileage shall be reimbursed at the prevailing Internal Revenue Service mileage rate. Expenditures related to the mechanical failure or accidents to personal vehicles shall not be eligible for reimbursement.

d. Travel by Air

Where practical, MPEDC employees should perform due diligence to obtain the most reasonable cost for official business travel by air. MPEDC employees may personally retain frequent flyer mileage credits accrued from official business travel.

Eligible reimbursement expenditures include round-trip mileage from office to airport. Mileage shall be reimbursed at the prevailing Internal Revenue Service mileage rate.

e. Travel by Alternative Modes of Transportation

MPEDC may utilize alternative modes of transportation should the situation require such. Examples include, but are not limited to trains, buses, trolleys, taxi (shared ride companies), and ferries. Each constitutes eligible travel expenditure and is eligible for reimbursement.

f. Eligible Miscellaneous Travel Expenditures

Examples of eligible miscellaneous travel expenditures include, but are not limited to the following:

- Reasonable gratuities for baggage handling, taxi (shared ride companies) or other alternative modes of transportation, where applicable, etc.
- Reasonable gratuities for meals and entertainment, where applicable, etc. (not to exceed 20% of total bill)
- Supplies and/or sundries on an emergency basis
- Fees for passports, visas, inoculations, etc.
- Dry cleaning, when applicable
- Travel insurance premiums (for international travel only)
- Any other expenditure deemed necessary for/during official business travel

g. Ineligible Miscellaneous Travel Expenditures

Examples of ineligible miscellaneous travel expenditures include, but are not limited to the following:

- Cash or other personal property
- In-room movie or video game rentals
- Hotel minibar charges
- Any other expenditure not related to official business travel

h. Travel Expenditure Reports and Reimbursement Approval

Upon return from official business travel, MPEDC shall submit for approval to the Executive Director a Travel Expenditure Report, attached hereto, complete with supporting receipts and/or documentation. The Travel Expenditure Report shall denote those travel expenditures eligible for reimbursement, if any. In the case of the Executive Director, approval of the Travel Expenditure Report shall be required from the Board Chair.

Attachment: Travel Expenditure Report

Section 1: State and Federal Laws

Applicable to All Employees

7.1 State and Federal Laws

MPEDC follows all state and federal laws that are applicable to employees in accordance with the City of Mount Pleasant Personnel Policies:

- [Break Time for Nursing Mothers](#)
- [Consolidated Omnibus Budget Reconciliation Act \(COBRA\)](#)
- [Equal Employment Opportunity](#)
- [Americans with Disabilities Act \(ADA\) and Americans with Disabilities Act as Amended \(ADAAA\)](#)
- [Fair Credit Reporting Act \(FCRA\)](#)
- [Fair Labor Standards Act \(FLSA\)](#)
- [Family and Medical Leave Act of 1993 \(FMLA\)](#)
- [Health Insurance Portability and Accountability Act \(HIPAA\)](#)
- [Whistleblower Protection Action](#)
- [Drug-Free Workplace Act](#)
- [Immigration Law Compliance](#)



**ACKNOWLEDGMENT OF RECEIPT OF MPEDC POLICIES AND
PROCEDURES MANUAL**
(original to MPEDC; copy to employee)

By signing below, I acknowledge I have received a copy of MPEDC Policies and Procedures. I understand and agree that I am responsible for reading the information contained in this manual, and any subsequent changes to this manual, and to abide by the rules, policies and standards set forth in this manual.

I understand the manual is intended to provide me with a general overview of MPEDC's policies and procedures. I acknowledge nothing in this manual is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept my employment with MPEDC is at-will. I have the right to resign at any time with or without cause, just as MPEDC may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand nothing in the manual or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and the Executive Director.

I acknowledge that, except for the policy of at-will employment, terms and conditions of employment with MPEDC may be modified at the sole discretion of the MPEDC, with or without cause or notice, at any time.

I further acknowledge that, except for the policy of at-will employment, MPEDC may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this manual or elsewhere, in whole or in part, with or without notice at any time, at MPEDC's sole discretion. All such revisions, deletions or additions must be in writing and must be signed by the Executive Director. No oral statements or representations can change the provisions of this manual.

If I have questions regarding the content or interpretation of this manual, I will bring them to the attention of the Executive Director.

(Employee Signature)

(Printed Name)



CODE OF ETHICS

(original to MPEDC; copy to Board member/employee)

By signing below, I acknowledge as a Board member or employee of Mount Pleasant Economic Development Corporation (“MPEDC”), I shall:

- Carry out responsibilities in a manner to bring respect to MPEDC and the Mount Pleasant community (including the surrounding region, the “Community”).
- Work with integrity, honesty, and adherence to the trust placed in me, in both fact and appearance.
- Hold myself free of any interest, influence, or relationship in respect to any activity relating to MPEDC which could, or could be reasonably viewed to, impair my judgment or objectivity.
- Be mindful representatives of the Community and represent the overall Community interest.
- Subject to my commitment under a separate Confidentiality Agreement and my compliance with the Texas Open Meetings Act and the Texas Public Information Act (together, the “Public Information Laws”), keep the Community, elected officials, boards, and other stakeholders informed about the progress and efforts of MPEDC’s economic development goals and initiatives.
- Subject to required disclosure under the Public Information Laws, maintain in confidence the confidential, proprietary, and otherwise private information of any contractor, business prospect, colleague, or organization and not disclose any such information obtained as a result of my position with MPEDC.
- Cooperate with peers to the betterment of economic development technique, ability, and practice, and strive to perfect professional abilities through training and educational opportunities.
- To the best of my knowledge, assure all economic development activities are conducted with equality of opportunity for all segments of the Community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.
- Treat all business prospects and their agents fairly and respectfully with respect to their economic development needs and requests.
- Not exploit the misfortune of federally declared disaster-impacted regions, including not actively recruiting businesses from such affected communities.

(Board Member/ Employee Signature)

(Date)

(Printed Name)



CONFLICT OF INTEREST AGREEMENT (original to MPEDC; copy to Board member/employee)

The undersigned, being a Board member or employee of Mount Pleasant Economic Development Corporation (“MPEDC”), confirms I have read and understood Chapters 171 and 176 of the Texas Local Government Code (regarding conflicts of interest and disclosure of business interests and gifts), am bound thereby, and shall faithfully comply with the provisions of such Chapters. Without limiting the generality of such Chapters, in the event I have a conflict of interest as defined by Chapter 171, I shall abstain from any discussion, vote, decision, or other participation on the matter. I shall also timely execute and deliver to the Executive Director of MPEDC an Affidavit.

Further, on the Local Government Officer Conflicts Disclosure Statement form attached hereto, I shall timely disclose to MPEDC the existence of any of the following facts or circumstances, with respect to a vendor or potential vendor of MPEDC (each, a “Vendor”):

- I have, or anyone related to me within the first degree of blood or marriage (each, a “Family Member”) has, an employment or other business relationship with a Vendor.
- A Vendor has given to me or a Family Member gifts (including, without limitation, transportation, food, entertainment, and lodging) in an aggregate value of more than \$100 in the 12-month period before the date I became aware a contract with a Vendor has been entered or is being considered by MPEDC.
- A Vendor is related to me within the third degree of blood or the second degree of marriage.

I acknowledge my disclosure of any of the above-listed facts or circumstances is required to be filed with the Executive Director of MPEDC on or before 5 p.m. on the 7th business day after I become aware of such facts or circumstances, under the terms of Chapter 176 of the Texas Local Government Code.

(Board Member/ Employee Signature)

(Date)

(Printed Name)



CONFIDENTIALITY AGREEMENT (original to MPEDC; copy to Board member/employee)

Economic development involves and requires the disclosure to Mount Economic Development Corporation (“MPEDC”) of non-public, confidential, proprietary, or otherwise private information of third parties, including the identity of business prospects applying for incentives from MPEDC (“Confidential Information”). Public disclosure of Confidential Information could have negative consequences to the business prospect and its employees, shareholders, and the community in which it is located. As such, as Board member or employee of MPEDC, I hereby subscribe to the following set of principles in performing my duties on behalf of MPEDC:

- Subject to required disclosure under the Texas Open Meetings Act and the Texas Public Information Act (together, the “Public Information Laws”), I shall keep the identity, confidential, proprietary, and otherwise non-public information of business prospects and their agents (each, a “Prospect” and together, “Prospects”) confidential unless and until the Prospect expressly directs otherwise.
- I recognize a breach of this Agreement may jeopardize and even eliminate Mount Pleasant, Texas and the surrounding community from consideration for a Prospect’s expanded business activities, which would directly undermine the primary mission and purpose of MPEDC to the detriment of the community.
- I acknowledge Prospects have a right under Section 552.305 of the Texas Government Code to seek to protect their Confidential Information, even if MPEDC has no interest in preventing the public disclosure of such information, and I shall take no action to prevent each Prospect from asserting the rights afforded under such Section, unless waived by the Prospect.
- I further acknowledge I am subject to the Public Information Laws, I will timely complete all training required by such laws, and release of Confidential Information or discussions had during executive or closed sessions of the Board of MPEDC may violate Texas law. Without limiting the foregoing, I acknowledge having read and understood Sections 551.104, 551.146, and 552.352 of the Texas Government Code, attached as Exhibit A.

(Board Member/ Employee Signature)

(Date)

(Printed Name)

CONFIDENTIALITY AGREEMENT - EXHIBIT **A SELECT PUBLIC INFORMATION LAWS**

§ 551.104. Certified Agenda or Recording; Preservation; Disclosure

(a) A governmental body shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If an action involving the meeting is brought within that period, the governmental body shall preserve the certified agenda or recording while the action is pending.

(b) In litigation in a district court involving an alleged violation of this chapter, the court:

- (1) is entitled to make an in camera inspection of the certified agenda or recording;
- (2) may admit all or part of the certified agenda or recording as evidence, on entry of a final judgment; and
- (3) may grant legal or equitable relief it considers appropriate, including an order that the governmental body make available to the public the certified agenda or recording of any part of a meeting that was required to be open under this chapter.

(c) The certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued under Subsection (b)(3).

§ 551.146. Disclosure of Certified Agenda or Recording of Closed Meeting; Offense; Penalty; Civil Liability

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public under this chapter:

- (1) commits an offense; and
- (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.

(b) An offense under Subsection (a)(1) is a Class B misdemeanor.

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

- (1) the defendant had good reason to believe the disclosure was lawful; or
- (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or recording.

§ 552.352. Distribution or Misuse of Confidential Information

(a) A person commits an offense if the person distributes information considered confidential under the terms of this chapter.

(a-1) An officer or employee of a governmental body who obtains access to confidential information under [Section 552.008](#) commits an offense if the officer or employee knowingly:

- (1) uses the confidential information for a purpose other than the purpose for which the information was received or for a purpose unrelated to the law that permitted the officer or employee to obtain access to the information, including solicitation of political contributions or solicitation of clients;
- (2) permits inspection of the confidential information by a person who is not authorized to inspect the information; or
- (3) discloses the confidential information to a person who is not authorized to receive the information.

(a-2) For purposes of Subsection (a-1), a member of an advisory committee to a governmental body who obtains access to confidential information in that capacity is considered to be an officer or employee of the governmental body.

(b) An offense under this section is a misdemeanor punishable by:

- (1) a fine of not more than \$1,000;
- (2) confinement in the county jail for not more than six months; or
- (3) both the fine and confinement.

(c) A violation under this section constitutes official misconduct.

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			
11. ACTION (STATE DETAILS UNDER COMMENTS)		12. TERMINATION REASONS (STATE DETAILS UNDER COMMENTS)			
<input type="checkbox"/> INITIAL HIRING SUBJECT TO SUCCESSFULLY COMPLETING: <input type="checkbox"/> DRUG/ALCOHOL SCREENING <input type="checkbox"/> PSYCHOLOGICAL EXAM <input type="checkbox"/> MEDICAL EXAM <input type="checkbox"/> OTHER (_____)		<input type="checkbox"/> 1. VIOLATED POLICY <input type="checkbox"/> 6. PERSONAL <input type="checkbox"/> 2. LAY-OFF <input type="checkbox"/> 7. RETIRED <input type="checkbox"/> 3. ANOTHER JOB <input type="checkbox"/> 8. HEALTH/DEATH <input type="checkbox"/> 4. RELOCATION <input type="checkbox"/> 9. OTHER (DESCRIBE) <input type="checkbox"/> 5. FAILED TO REPORT			
<input type="checkbox"/> CHANGE NAME/ADDRESS <input type="checkbox"/> MERIT INCREASE <input type="checkbox"/> CHANGE OF PAY RATE <input type="checkbox"/> PROMOTION <input type="checkbox"/> DEMOTION <input type="checkbox"/> SUSPENSION <input type="checkbox"/> LEAVE OF ABSENCE <input type="checkbox"/> TRANSFER					
13. CLEARED BY DEPARTMENT FOR FINAL CHECK <input type="checkbox"/> YES <input type="checkbox"/> NO					
ITEMS TO BE TURNED IN _____					
14. RECOMMENDED FOR REHIRE <input type="checkbox"/> YES <input type="checkbox"/> NO (EXPLAIN UNDER COMMENTS IF NO IS CHECKED)					
COMMENTS: _____ _____ _____ _____					
APPROVALS					
15. DEPARTMENT HEAD			16. DATE		
17. CITY MANAGER			18. 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

EMPLOYEE PERFORMANCE EVALUATION

Name _____ Date _____

Dept. _____ Job Title _____

Check one: Annual Interim Evaluation

Supervisor _____ Reviewing Officer _____

Date _____ Date _____

Has this report been discussed with employee?

Yes

No, if not why? _____

If yes, note employee's comments _____

Employee's Signature

Date Reviewed with Employee



TRAVEL EXPENDITURE REPORT

TRAVELER'S NAME	TODAY'S DATE	
DEPARTURE	RETURN	
(Date)	(Date)	
DESTINATION	FOR THE PURPOSE OF EVENT	
EXPENSES		
	Credit Card Purchase	Personal Credit Card or Cash Purchase
Meals		
Lodging		
Transportation (taxi, shuttle, car rental)		
Air Fare		
Event Registration		
*Other (includes baggage handling, <u>parking fees</u> , toll charges, misc. tips, etc.)		
TOTAL EXPENDITURES		

Mileage _____ X _____ standard rate = total mileage

Employee Signature _____

Executive Director Signature _____

Recruitment _____ Market Development _____ Trade Show _____ Training _____